CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● JANUARY 27, 2020

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

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

Staff Present: City Manager Shirley Jaster, Vicky Coopwood, Kristin Peeples, Mashell Daniel, Lisa Thompson, Sherry Jackson Hawkins, David Orr, Dusty Henslee, Robby Robertson, Eric Schlotter, J. D. Phillips and Karey Parker.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER JEAN MATLOCK

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, January 27, 2020 at 6:00 p.m.
Friday, February 7, 2020 at 12:30 p.m. (Special Election Canvass & Swearing-in)
Monday, February 10, 2020 at 6:00 p.m.
Monday, February 24, 2020 at 6:00 p.m.

Parks & Recreation Events:

February 6th	Senior Tai Chi Classes Begin	Southwest Center
February 20th - 21st	The 28th Annual Fishing Derby	Spring Lake Park

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

Special Election:

The city's Special Election Day, to fill an unexpired term for a council member for Ward 6, is Tuesday, January 28, 2020. The early voting period has closed. If not yet voted, registered voters of precincts 6A & 6B will vote collectively at Pleasant Grove Middle School, in the band hall room located at 5605 Cooks Lane, Texarkana, Texas. Election Day hours will be conducted from 7:00 a.m. to 7:00 p.m.

Mayor Bruggeman thanked everyone who came out and participated in the ceremonial lighting of the Hotel Grim sign. It was well attended and was a huge success. The Mayor also thanked David Orr and everyone who had a role in the event.

The next Joint City meeting will be held on February 11th at 4:00 p.m. at the Ark-Tex Council of Governments building located at 4808 Elizabeth Street, Texarkana, Texas. The subject of the meeting is **"The 2020 Census"**. The meeting is open to the public.

The Mayor expressed appreciation for all who assisted with early voting and thanked, in advance, those who will work on election day for the special election on January 28th.

The Mayor participated in two 4-minute segments on "Coffee with the Mayors" hosted by television stations KSLA and KMSS. He talked about downtown development in Texarkana.

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

There were no public comments made at Open Forum.

V. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Mayor Bruggeman appointed Brenda Robinson to the Housing Authority Board as a resident commissioner to fill the vacancy created by Mae Hamilton.

1. Council confirmation of mayoral appointment.

(6:07 p.m.)

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

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:09 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on January 13, 2020 at 6:00 PM.

2. Resolution No. 2020-012 authorizing the City Manager to enter into a contract for the Wright Patman WTP Settling Basin #1 Interior Repairs/Liner project, with budgeted funds, in an amount not to exceed $231,712.39.

   Public Hearing:
   Council Vote: January 27, 2020

3. Resolution No. 2020-014 authorizing the City Manager to enter into a contract for the Kings Highway Water and Sewer Relocations, with budgeted funds, in an amount not to exceed $616,853.18.

   Public Hearing:
   Council Vote: January 27, 2020

Action Items

4. Resolution No. 2020-009 authorizing a lease agreement with Texarkana United Soccer Association as Lessee for a leasehold period, not to exceed twenty (20) years, of the Soccer Complex at Wallace Park for Lessee to make improvements to the Soccer Complex.

   Public Hearing:
   Council Vote: January 27, 2020

   Gene Joyce addressed the council in favor of this proposed resolution.
   (6:21 p.m.)

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

5. Resolution No. 2020-010 authorizing the City Manager to enter into contract with Brinkley Sargent Wiginton Architects, in an amount not to exceed $398,225, for the design of the University Avenue fire station, with funds from the 2017 bond.

   Public Hearing:
   Council Vote: January 27, 2020

   Eric Schlotter briefed this agenda item.
   (6:28 p.m.)

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

VII. FIRST BRIEFINGS - NONE

VIII. PUBLIC HEARINGS

1. Ordinance No. 2020-002 rezoning Lot 1, Block 1, Marriott Subdivision, located in the 3000 block of St. Michael Drive. Agriculture to PD-General Retail. Ray Walsh and Barrie Thompson, applicants. David Williams, MTG Engineers and Surveyors, agent.

   Public Hearing: January 27, 2020
   Council Vote: January 27, 2020

   David Williams, of MTG Engineers and Surveyors, addressed the council during this hearing.
   (6:30 p.m.)

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

2. Ordinance No. 2020-006 regulating the speed of motor vehicles upon a certain section of FM 559 within the corporate limits of the City of Texarkana, Texas; registering the set speed limits in the City's Traffic Register; and authorizing the Texas Department of Transportation to erect signs.

   Public Hearing: January 27, 2020
   Council Vote: January 27, 2020

   There were no public comments made during this hearing.
   (6:33 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Mary Hart, Ward 2
SECONDER:	Christie Alcorn, Ward 4
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

3. Ordinance No. 2020-008 amending Article IV (access driveways) of Chapter 130 of the Code of Ordinances by adding subsection 130-120(1-a) to provide for limited authority and minimum construction requirements for a singular access driveway from a public street to an abutting rear yard of a single residential unit.

   Public Hearing: January 27, 2020
   Council Vote: January 27, 2020

   There were no public comments made during this hearing.
   (6:35 p.m.)

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

IX. ITEMS FOR DISCUSSION

Staff Updates - None

X. ADMINISTRATIVE COMMENTS

1. City Council

   Council Member Harp thanked Robby Robertson and parks staff for coming up with a mutual agreement with the soccer association that will provide healthy activities for the children in the community.

   Council Member Matlock thanked Mashell Daniel and staff for clean-up of several properties throughout her ward. Members of Oak Street Baptist Church especially expressed thanks for the property cleaned-up near the church.

   Council Member Davis reflected on his time with the city council and said how much he appreciated support from citizens, city staff and fellow council members during his service to the residents of Ward 6. He is now seeking an elected position for a Bowie County office and endeavoring to continue his community service.

   On behalf of the council, the Mayor thanked Mr. Davis for his dedication and hard work for the city. In addition, Mr. Harp especially thanked Mr. Davis for mentoring him when he became a council member.

2. City Staff

   Staff had no administrative comments for council.

XI. CLOSED SESSION

The City Council convened into closed session pursuant to Texas Government Code Section 551.071 for a consultation with the City Attorney.

XII. RECONVENED INTO OPEN SESSION

XIII. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:40 p.m.)

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

Vicky Coopwood
Asst. City Secretary

Bob Bruggeman
Mayor

CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● JANUARY 13, 2020

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

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

Staff Present: City Manager Shirley Jaster, Jennifer Evans, Vicky Coopwood, David Orr, Kristin Peeples, Eric Schlotter, Robby Robertson, J. D. Phillips, Dusty Henslee, Sherry Jackson Hawkins, Jennifer Strayhorn, and Karey Parker.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY COUNCIL MEMBER BETTY WILLIAMS

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, January 27, 2020, at 6:00 p.m.
Monday, February 10, 2020, at 6:00 p.m.
Monday, February 24, 2020, at 6:00 p.m.

Parks & Recreation Events:

There are no events scheduled.

Mayor Bruggeman congratulated the Pleasant Grove Hawk football team, Coach Josh Gibson and coaching staff for winning the state championship. This is the second state football championship win in three years.

The next Joint City Meeting with Texarkana, Arkansas, is scheduled for Tuesday, February 4th at the Ark-Tex Council of Governments building located at 4808 Elizabeth Street, Texarkana, Texas, The meeting will begin at 3:00 p.m. and is open to the public. The topic of discussion will be the "2020 Census".

The 2020 Chamber of Commerce Annual Celebration will be held on Friday, January 24th. This year it will be held at the Arkansas Convention Center. For additional information, please contact the Chamber of Commerce at (903) 792-7191.

IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

Willis Johnston addressed the Council to express his appreciation to the Street Department for their timely response removing limbs in his neighborhood.

V. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Council Member Hart recommended the re-appointment of Ellen Moore to the Zoning Board of Adjustment. Council Member Harp recommended the re-appointments of Rusty Felps and Larry Bunn to the Zoning Board of Adjustment.

1. Motion to make re-appointments to the Zoning Board of Adjustment.

(6:10 p.m.)

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

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:12 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on December 9, 2019 at 6:00 PM.

2. Consider approval of the minutes of the Special Meeting of the City Council held on January 6, 2020 at 12:30 PM.

3. Resolution No. 2020-005 authorizing the City Manager to enter into a contract for the Lake Wright Patman Pump Station Improvements Project, with budgeted funds, in an amount not to exceed $431,516.

   Public Hearing:
   Council Vote: January 13, 2020

Action Items

4. Resolution No. 2020-004 authorizing the City Manager to enter into a three-year contract for the annual audit for the fiscal years ending September 30, 2019, 2020, and 2021, with the option to renew.

   Public Hearing:
   Council Vote: January 13, 2020

   Kristin Peeples briefed this agenda item.
   (6:18 p.m.)

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

5. Ordinance No. 2020-007 appointing an election official as the Election Day Presiding Judge for a Special Election to be held on January 28, 2020 to fill a council member vacancy of an unexpired term in Ward 6.

   Public Hearing:
   Council Vote: January 13, 2020

   The Mayor asked the Assistant City Secretary for a roll call vote.
   (6:11 p.m.)

RESULT:	**ADOPTED [6 TO 0]**
MOVER:	Betty Williams, Ward 3
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Bruggeman, Matlock, Hart, Williams, Alcorn, Harp
ABSTAIN:	Davis

VII. FIRST BRIEFINGS

1. Ordinance No. 2020-001 amending PD-18-2(C) for revision to the site plan to allow signage for a collision center on a portion of an 8.04 acre tract of land in the George Brinlee HRS, A-18 (Lot 1, Block 2, Classic Auto Park East), located at 924 Kenwood Road. Gregg Orr, applicant. Kayla Wood, MTG Engineers and Surveyors, agent.

   Public Hearing: January 27, 2020
   Council Vote: January 27, 2020

   David Orr briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/27/2020 6:00 PM**

2. Ordinance No. 2020-002 rezoning Lot 1, Block 1, Marriott Subdivision, located in the 3000 block of St. Michael Drive. Agriculture to PD-General Retail. Ray Walsh and Barrie Thompson, applicants. David Williams, MTG Engineers and Surveyors, agent.

   Public Hearing: January 27, 2020
   Council Vote: January 27, 2020

   David Orr briefed this agenda item.

RESULT:	**MOVED FORWARD**	**Next: 1/27/2020 6:00 PM**

3. Ordinance No. 2020-006 regulating the speed of motor vehicles upon a certain section of FM 559 within the corporate limits of the City of Texarkana, Texas; registering the set speed limits in the City's Traffic Register; and authorizing the Texas Department of Transportation to erect signs.

   Public Hearing: January 27, 2020
   Council Vote: January 27, 2020

   Dusty Henslee briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 1/27/2020 6:00 PM

4. Ordinance No. 2020-008 amending Article IV (access driveways) of Chapter 130 of the Code of Ordinances by adding subsection 130-120(1-a) to provide for limited authority and minimum construction requirements for a singular access driveway from a public street to an abutting rear yard of a single residential unit.

   Public Hearing: January 27, 2020
   Council Vote: January 27, 2020

   Shirley Jaster briefed this agenda item.

RESULT:	MOVED FORWARD	Next: 1/27/2020 6:00 PM

VIII. PUBLIC HEARINGS - NONE

IX. ITEMS FOR DISCUSSION

Staff Updates - None

X. ADMINISTRATIVE COMMENTS

1. City Council

   Council Member Matlock reminded everyone of the Martin Luther King, Jr. 2020 Celebration events scheduled for January 18th and 19th. For more information send an email to: mlktexarkana2017@gmail.com.

   Mayor Bruggeman invited all to come and share in the Hotel Grim Sign lighting ceremony on January 21st at 5:30 p.m. in front of the Perot Theatre.

2. City Staff

   Staff had no administrative comments for council.

XI. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:32 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christie Alcorn, Ward 4
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Hart, Williams, Alcorn, Harp, Davis
EXCUSED:	Bruggeman

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 1/21/2020 4:22 PM

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

Subject: Resolution No. 2020-012 authorizing the City Manager to enter into a contract for the Wright Patman WTP Settling Basin #1 Interior Repairs/Liner project, with budgeted funds, in an amount not to exceed $231,712.39.

Briefing: 1/27/2020 **Public Hearing:** **Council Vote:** 1/27/2020

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bids were received Tuesday, January 14, 2020 for the Wright Patman WTP – Settling Basin #1 Interior Repairs/Liner. Four (4) contractors picked up bid packages for the project and three (3) contractors bid on the project. Thomas Industrial Coatings of Pevely, Missouri, was the apparent low bidder with a low Deductive Alternate Bid A of $231,712.39. This project consists of repairing areas of deteriorated concrete and cracks and installing a liner on the walls of settling basin #1 and the associated flocculator basin and troughs at our Wright Patman Water Treatment Plant located on New Boston Road, as required by the Texas Commission on Environmental Quality Agreed Order.

Potential Options:

- None

Fiscal Implications:

This project was budgeted in the Utility's 2019-2020 Budget in the Lake Texarkana Water Supply Corporation (LTWSC) Capital Improvement Fund at $215,000. The remaining $16,712.39 is available in the LTWSC Capital Improvement Fund.

Staff Recommendation:

Utility staff recommends approval.

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. 2020-012 RES WPWTP Settling Basin #1 (DOCX)
b. 2020-012 ATTH 01 Bid Summary (DOCX)
c. 2020-012 ATTH 02 Bid Tab (PDF)
d. 2020-012 Goals and Perspectives (DOCX)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	01/16/2020 1:36 PM
Water Utilities	Jim Cornelius	Review	Completed	01/16/2020 1:39 PM
Water Utilities	JD Phillips	Water Utilities Review	Completed	01/16/2020 2:06 PM
City Manager	Shirley Jaster	City Manager Review	Completed	01/16/2020 2:37 PM
City Council	Jennifer Evans	Meeting	Completed	01/27/2020 6:00 PM

Meeting History

RESOLUTION NO. 2020-012

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH THOMAS INDUSTRIAL COATINGS OF PEVELY, MISSOURI, IN AN AMOUNT NOT TO EXCEED $231,712.39 FOR THE WRIGHT PATMAN WATER TREATMENT PLANT SETTLING BASIN #1 INTERIOR REPAIRS/LINER PROJECT TO REPAIR THE LEAKS IN THE BASIN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on January 14, 2020, three (3) bids were received, a copy of which is attached hereto as **ATTH01**, by Texarkana Water Utilities for the Wright Patman WTP – Settling Basin #1 Interior Repairs/Liner Project; and

WHEREAS, the project will consist of repairing areas of deteriorated concrete and cracks and installing a liner in settling basin #1 and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Thomas Industrial Coatings of Pevely, Missouri, a copy of which is attached hereto as **ATTH02** in an amount not to exceed $231,712.39; and

WHEREAS, funds are currently budgeted in the Texarkana Water Utilities 2019-2020 Budget in the Lake Texarkana Water Supply (LTWSC) Corporation Capital Improvement Fund in the amount of $215,000.00. The remaining $16,712.39 is available in the LTWSC Corporation Capital Improvement Fund.

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

SECTION 1: That the lowest and best bid by a responsible vendor, submitted by Thomas Industrial Coatings of Pevely, Missouri, a copy of which is attached hereto as **ATTH02** be and is hereby approved in an amount not to exceed $231,712.39 for the repairs and liner in Settling Basin #1 and related appurtenances for the Wright Patman WTP – Settling Basin #1 Interior Repairs/Liner Project.

SECTION 2: That the City Manager be and is authorized to contract with Thomas Industrial Coatings of Pevely, Missouri for the above-described services.

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 **27th day of January, 2020**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2020-012 RES WPWTP Settling Basin #1 (2209 : 2020-012 RES WPWTP Settling Basin #1)

Bid Tabulation

Wright Patman WTP
Settling Basin #1 Interior Repairs/Liner

2:00 P.M. Tuesday, January 14, 2020

	Base Bid	Deductive Alt. Bid A
1. Bazan Painting Company St. Louis, Missouri	$ 359,437.25	$ 261,241.25
2. Thomas Industrial Coatings Pevely, Missouri	$ 335,145.51	$ 231,712.39
3. TMI Coatings St. Paul, Minnesota	$ 372,000.00	$ 249,255.00

Time First Bid Opened: 2:00 P.M

Number of Bidders: 3

Apparent Low Bidder: Thomas Industrial Coatings

Attachment: 2020-012 ATTH 01 Bid Summary (2209 : 2020-012 RES WPWTP Settling Basin #1)

2020-012 ATTH 02

Bid Tabulation
WRIGHT PATMAN WTP
SETTLING BASIN #1 INTERIOR REPAIR/IINER

Project No. 63-000-135111-L121711
JANUARY 14, 2020 @ 3:00PM

BASE BID:									
				BAZAN PAINTING COMPANY		***THOMAS INDUST COATINGS***		***TMI COATINGS, INC***	
				ST LOUIS, MO		*PEVELY, MO*		*ST PAUL, MN*	
Item	**Quantity**	**Unit**	**Description**	**Amount**	**Total**	**Amount**	**Total**	**Amount**	**Total**
1	1	LS	Mobilization, bonds, submittals	$30,000.00	$30,000.00	$34,199.00	$34,199.00	$37,397.00	$37,397.00
2	48.25	SF	Concrete Patching	$125.00	$6,031.25	$175.00	$8,443.75	$400.00	$19,300.00
3	5124	SF	Coating/Liner on Settling Basin Walls	$18.00	$92,232.00	$16.28	$83,418.72	$19.00	$97,356.00
4	1329	SF	Coating/Liner on Flocculator Basin Walls	$18.00	$23,922.00	$16.28	$21,636.12	$19.00	$25,251.00
5	6577	SF	Coating/Liner on Settling Basin Floor	$18.00	$118,386.00	$16.28	$107,073.56	$15.00	$98,655.00
6	1606	SF	Coating/Liner on Flocculator Basin Floor	$18.00	$28,908.00	$16.28	$26,145.68	$15.00	$24,090.00
7	1105	SF	Coating/Liner on Trough #1	$18.00	$19,890.00	$16.28	$17,989.40	$21.00	$23,205.00
8	1140	SF	Coating/Liner on Trough #2	$18.00	$20,520.00	$16.28	$18,559.20	$21.00	$23,940.00
9	506	SF	Coating/Liner on Trough #3	$18.00	$9,108.00	$16.28	$8,237.68	$21.00	$10,626.00
10	580	SF	Coating/Liner in Pit	$18.00	$10,440.00	$16.28	$9,442.40	$21.00	$12,180.00
			Total Base Bid:		**$359,437.25**		**$335,145.51**		**$372,000.00**
			DEDUCTIVE ALTERNATE "A"						
5	6577	SF	Coating/Liner on Settling Basin Floor	$12.00	$78,924.00	$12.64	$83,133.28	$15.00	$98,655.00
6	1606	SF	Coating/Liner on Flocculator Floor	$12.00	$19,272.00	$12.64	$20,299.84	$15.00	$24,090.00
			Total Deductive Alternate "A"		**$98,196.00**		**$103,433.12**		**$122,745.00**
			Total Bid Using Deductive Alternate Bid "A"		**$261,241.25**		**$231,712.39**		**$249,255.00**

submitted bids calculated wrong

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-012 Goals and Perspectives (2209 : 2020-012 RES WPWTP Settling Basin #1)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/24/2020 2:42 PM

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

Subject: Resolution No. 2020-014 authorizing the City Manager to enter into a contract for the Kings Highway Water and Sewer Relocations, with budgeted funds, in an amount not to exceed $616,853.18.

Briefing: 1/27/2020 **Public Hearing:** **Council Vote:** 1/27/2020

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bids were received Tuesday, January 21, 2020 for the Kings Highway – Water and Sewer Relocations. Four (4) contractors picked up bid packages for the project and three (3) contractors bid on the project. RBIS, LLC of Texarkana, Texas, was the apparent low bidder with a bid of $616,853.18. This project consists of the relocation/replacement of approximately 1,200 linear feet of 8” sewer mains, 3,000 linear feet of 12” water mains, and 700’ of 6” sewer force mains along Kings Highway, just north of Interstate 30 due to the widening of this section of Kings Highway.

Potential Options:

- None

Fiscal Implications:

This project was budgeted in the Utility’s 2019-2020 Budget in the Texas Capitol Improvement Fund at $250,000 and the Texas Infrastructure Fund at $375,000.

Staff Recommendation:

Utility staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2020-014 RES KingsHwyWandSRelocations (DOCX)

b. 2020-014 ATTH 01 Bid Summary (DOCX)
c. 2020-014 ATTH 02 Bid Tab (PDF)
d. 2020-014 Goals and Perspectives (DOCX)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	01/21/2020 3:37 PM
Water Utilities	JD Phillips	Water Utilities Review	Completed	01/21/2020 3:38 PM
Water Utilities	Jim Cornelius	Review	Completed	01/21/2020 3:41 PM
City Manager	Shirley Jaster	City Manager Review	Completed	01/24/2020 12:31 PM
City Council	Jennifer Evans	Meeting	Completed	01/27/2020 6:00 PM

Meeting History

RESOLUTION NO. 2020-014

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ACCEPT THE BID AND ENTER INTO A CONTRACT WITH RBIS, LLC OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED $616,853.18 FOR THE KINGS HIGHWAY WATER AND SEWER RELOCATION PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on January 21, 2020, three (3) bids were received, a copy of which is attached hereto as **ATTH01**, by Texarkana Water Utilities for the Kings Highway – Water and Sewer Relocation Project; and

WHEREAS, the project will consist of the relocation/replacement of approximately 1,200 linear feet of 8" sewer mains, 3,000 linear feet of 12" water mains, and 700' of 6" sewer force mains and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by RBIS, LLC of Texarkana, Texas, a copy of which is attached hereto as **ATTH02** in an amount not to exceed $616,853.18; and

WHEREAS, funds are currently budgeted in the Texarkana Water Utilities 2019-2020 Budget in the Texas Capital Improvement Fund in the amount of $250,000.00 and the Texas Infrastructure Fund in the amount of $375,000.00.

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

SECTION 1: That the lowest and best bid by a responsible vendor, submitted by RBIS, LLC of Texarkana, Texas, a copy of which is attached hereto as **ATTH02** be and is hereby approved in an amount not to exceed $616,853.18 for the relocation/replacement of water and sewer mains and related appurtenances for the Kings Highway – Water and Sewer Relocation Project.

SECTION 2: That the City Manager be and is authorized to contract with RBIS, LLC of Texarkana, Texas, for the above-described services.

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 **27th day of January, 2020**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2020-014 RES KingsHwyWandSRelocations (2213 : 2020-014 RES Kings Hwy Water & Sewer Relocation)

Bid Summary

Kings Highway
Water & Sewer Relocations

2:00 P.M. Tuesday, January 21, 2020

		Base Bid
1.	**RBIS, LLC** **Texarkana, Texas**	**$ 616,853.18**
2.	**Kampco, Inc.** **Texarkana, Arkansas**	**$ 655,677.05**
3.	**Belt Construction, Inc.** **Texarkana, Arkansas**	**$ 864,689.00**
4.	**Barnwell Industries** **Queen City, Texas**	**NO BID**

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

Number of Bidders: **3**

Apparent Low Bidder: **RBIS, LLC**

Attachment: 2020-014 ATTH 01 Bid Summary (2213 : 2020-014 RES Kings Hwy Water & Sewer Relocation)

KINGS HWY WATER SEWER RELOCATIONS

Project No. 62-000-135157-T152003

JANUARY 21, 2020 @ 2:00

BASE BID:

Item	Quantity	Unit	Description	RBIS, LLC Texarkana, AR Amount	RBIS, LLC Texarkana, AR Total	KAMPCO, INC. Texarkana, AR Amount	KAMPCO, INC. Texarkana, AR Total	BELT CONSTRUCTION Texarkana, AR Amount	BELT CONSTRUCTION Texarkana, AR Total
1	1	LS	Mobilization, Bonds, & Submittals	$29,950.00	$29,950.00	$15,000.00	$15,000.00	$16,583.00	$16,583.00
2	26.5	STA	Right of Way Preparation	$1,085.00	$28,752.50	$1,447.96	$38,370.94	$1,106.00	$29,309.00
3	332	LF	8" PVC SDR-26 Sewer Pipe by Open Cut (0'-6')	$21.00	$6,972.00	$28.77	$9,551.64	$20.00	$6,640.00
4	30	LF	8" PVC SDR-26 Sewer Pipe by Open Cut (6'-8')	$42.00	$1,260.00	$30.84	$925.20	$24.00	$720.00
5	609	LF	8" PVC Certa-Flo Sewer Pipe by Bore	$93.00	$56,637.00	$99.22	$60,424.98	$123.00	$74,907.00
6	133	LF	8" Certa-Flo Sewer Pipe Inside Casing	$27.00	$3,591.00	$30.96	$4,117.68	$43.00	$5,719.00
7	244	LF	16" Steel Casing by Bore	$220.00	$53,680.00	$156.86	$38,273.84	$219.00	$53,436.00
8	1	LS	Trench Protection	$2,915.00	$2,915.00	$2,895.92	$2,895.92	$13,265.00	$13,265.00
9	6	EA	4" Sewer Service (Short Side)	$440.00	$2,640.00	$603.00	$3,618.00	$701.00	$4,206.00
10	611	LF	6" PVC SDR-21 Class 200 Sewer Force Main by Open Cut	$9.50	$5,804.50	$14.43	$8,816.73	$31.00	$18,941.00
11	87	LF	6" PVC SDR-21 Class 200 Sewer Force Main Inside Casing	$24.00	$2,088.00	$18.89	$1,643.43	$30.00	$2,610.00
12	87	LF	12" Steel Casing by Bore	$145.00	$12,615.00	$154.80	$13,467.60	$167.00	$14,529.00
13	1	EA	Concrete Manhole #1	$2,740.00	$2,740.00	$2,813.53	$2,813.53	$4,188.00	$4,188.00
14	1	EA	Concrete Manhole #2	$2,660.00	$2,660.00	$2,641.35	$2,641.35	$4,105.00	$4,105.00
15	1	EA	Concrete Manhole #3	$2,670.00	$2,670.00	$2,656.62	$2,656.62	$4,657.00	$4,657.00
16	1	EA	Concrete Manhole #4	$2,650.00	$2,650.00	$2,624.68	$2,624.68	$4,657.00	$4,657.00
17	1	EA	Concrete Manhole #5	$2,625.00	$2,625.00	$2,583.03	$2,583.03	$4,621.00	$4,621.00
18	1	EA	Concrete Manhole #6	$3,165.00	$3,165.00	$3,355.90	$3,355.90	$5,356.00	$5,356.00
19	1	EA	Concrete Manhole #7	$3,905.00	$3,905.00	$3,884.95	$3,884.95	$5,908.00	$5,908.00
20	1	EA	Concrete Manhole #8	$4,700.00	$4,700.00	$5,577.31	$5,577.31	$7,082.00	$7,082.00
21	5	EA	Remove Existing Manhole	$525.00	$2,625.00	$1,447.96	$7,239.80	$3,316.00	$16,580.00
22	1	EA	Cut, Plug, & Abandon Existing 6" Sewer Main	$2,775.00	$2,775.00	$413.70	$413.70	$1,658.00	$1,658.00
23	1	EA	Cut, Plug, & Abandon Existing 12" Sewer Main	$4,615.00	$4,615.00	$2,474.26	$2,474.26	$1,658.00	$1,658.00
24	1	LS	Clean & Test Manholes	$1,165.00	$1,165.00	$2,895.92	$2,895.92	$4,421.00	$4,421.00
25	1	LS	Clean & Test Sewer Mains	$1,560.00	$1,560.00	$3,619.90	$3,619.90	$7,959.00	$7,959.00
26	2,301	LF	12" PVC C-900 Water Pipe by Open Cut	$31.50	$72,481.50	$33.93	$78,072.93	$46.00	$105,846.00
27	323	LF	12" Certa-Lok Water Pipe Inside Casing	$46.00	$14,858.00	$43.66	$14,102.18	$62.00	$20,026.00
28	323	LF	20" Steel Casing by Bore	$237.00	$76,551.00	$222.30	$71,802.90	$278.00	$89,794.00
29	371	LF	12" PVC C-900 Water Pipe w/Restrained Joints by Open Cut	$51.00	$18,921.00	$61.03	$22,642.13	$56.00	$20,776.00
30	175	LF	12" Certa-Lok Water Pipe by Bore	$98.00	$17,150.00	$138.26	$24,195.50	$378.00	$66,150.00
31	111	LF	8" PVC C-900 Water Pipe by Open Cut	$18.00	$1,998.00	$40.55	$4,501.05	$50.00	$5,550.00
32	111	LF	8" Certa-Lok Water Pipe Inside Casing	$28.00	$3,108.00	$27.55	$3,058.05	$50.00	$5,550.00
33	2	EA	12" x 12" Tapping Sleeve & Valve	$6,105.00	$12,210.00	$5,662.57	$11,325.14	$8,154.00	$16,308.00
34	1	EA	8" x 8" Tapping Sleeve & Valve	$4,565.00	$4,565.00	$2,746.48	$2,746.48	$5,707.00	$5,707.00
35	2	EA	8" x 12" Tapping Sleeve & Valve	$3,775.00	$7,550.00	$4,184.62	$8,369.24	$6,570.00	$13,140.00
36	1	LS	Clean & Test Water Mains	$1,515.00	$1,515.00	$2,895.92	$2,895.92	$24,431.00	$24,431.00
37	1	EA	5/8" Short Service Water Meter Box & Assemblies	$1,680.00	$1,680.00	$1,169.34	$1,169.34	$1,227.00	$1,227.00
38	3	EA	5/8" Long Service Water Meter Box & Assemblies	$2,410.00	$7,230.00	$4,371.31	$13,113.93	$3,076.00	$9,228.00
39	5	EA	1" Short Service Water Meter Box & Assemblies	$1,590.00	$7,950.00	$1,489.94	$7,449.70	$1,309.00	$6,545.00
40	2	EA	2" Short Service Water Meter Box & Assemblies	$4,230.00	$8,460.00	$6,724.64	$13,449.28	$3,185.00	$6,370.00
41	11	EA	Remove Existing Water Meter Box & Assemblies	$292.00	$3,212.00	$289.59	$3,185.49	$276.00	$3,036.00
42	6	EA	Remove Fire Hydrant Assembly	$816.00	$4,896.00	$817.71	$4,906.26	$2,211.00	$13,266.00
43	1	EA	Cut, Plug, & Abandon Existing 12" Water Main	$1,355.00	$1,355.00	$11,124.27	$11,124.27	$1,848.00	$1,848.00
44	1	EA	1" Air Release Valve	$2,785.00	$2,785.00	$2,448.82	$2,448.82	$3,208.00	$3,208.00
45	12	EA	12" Gate Valve	$2,250.00	$27,000.00	$3,147.61	$37,771.32	$2,865.00	$34,380.00
46	5	EA	8" Gate Valve	$1,200.00	$6,000.00	$1,742.11	$8,710.55	$1,807.00	$9,035.00
47	6	EA	New Fire Hydrant & Assembly	$4,900.00	$29,400.00	$4,556.39	$27,338.34	$6,249.00	$37,494.00
48	115	SY	Remove & Replace Concrete Driveway	$82.00	$9,430.00	$53.05	$6,100.75	$100.00	$11,500.00
49	1	LS	Traffic Control	$2,915.00	$2,915.00	$6,724.64	$6,724.64	$11,055.00	$11,055.00
50	6,258	SY	Cellulose Fiber Mulch & Seed to Affected Areas	$1.80	$11,264.40	$1.21	$7,572.18	$2.00	$12,516.00
51	4,373	LF	Silt Fence	$3.36	$14,693.28	$4.09	$17,885.57	$3.00	$13,119.00
52	1	LS	Erosion Control Measures	$2,915.00	$2,915.00	$3,128.18	$3,128.18	$3,869.00	$3,869.00
			Total Base Bid:		**$616,853.18**		**$655,677.05**		**$864,689.00**

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-014 Goals and Perspectives (2213 : 2020-014 RES Kings Hwy Water & Sewer Relocation)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/22/2020 4:31 PM

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

Subject: Resolution No. 2020-009 authorizing a lease agreement with Texarkana United Soccer Association as Lessee for a leasehold period, not to exceed twenty (20) years, of the Soccer Complex at Wallace Park for Lessee to make improvements to the Soccer Complex.

Briefing: 1/27/2020 **Public Hearing:** **Council Vote:** 1/27/2020

Item Schedule

Updates/History of Briefing:

The Texarkana United Soccer Association is a non-profit corporation formed to offer and provide recreational, scholastic, and competitive soccer programs and activities.

Executive Summary and Background Information:

Wallace Park is the home to the Texarkana United Soccer Association, where children and adult leagues participated in the Association's programs year-round, and the Association utilizes the multiple soccer fields within the Soccer Complex pursuant to user agreements with the City.

The Association desires to make improvements to the Soccer Complex to improve playing conditions and expand use of the complex. The Association intends to secure grant funding for constructing such improvements. The conditions for securing such funding require the Association to have a leasehold interest in the complex.

The proposed Resolution would authorize the city manager to enter into a lease the Soccer Complex to the Association for a leasehold period not to exceed twenty (20) years in exchange for the Association causing improvements to be made to the complex, with the City acquiring ownership of the improvements as fixtures to the real property.

Potential Options:

- Approve, deny or amend the proposed Resolution
-

Fiscal Implications:

None

City of Texarkana, Texas

Staff Recommendation:

Recommend for approval

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

Attachments

a. 2020-009 RES CM contract with TXK Soccer Assoc. signed (PDF)
b. 2020-009 Exhibit 'A' Wallace Park - Soccer Agrmt v4 (DOCX)
c. 2020-009 Goals & Perspectives (DOCX)

Staff Coordination

City Manager	Jennifer Evans	Department Head Review	Completed	01/22/2020 11:26 AM
Parks, Recreation & Health	Robby Robertson	Review	Completed	01/22/2020 2:09 PM
City Attorney	Jeffery C. Lewis	Review	Completed	01/22/2020 2:54 PM
Finance Department	Kristin Peeples	Finance Review	Completed	01/22/2020 3:29 PM
Purchasing and Contracting	Jennifer Evans	Purchasing Review	Skipped	01/15/2020 3:43 PM
City Manager	Shirley Jaster	City Manager Review	Completed	01/22/2020 4:33 PM
City Council	Jennifer Evans	Meeting	Completed	01/27/2020 6:00 PM

Meeting History

RESOLUTION NO. 2020 - 009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING A LEASE AGREEMENT WITH TEXARKANA UNITED SOCCER ASSOCIATION AS LESSEE FOR A LEASEHOLD PERIOD NOT TO EXCEED TWENTY YEARS OF THE SOCCER COMPLEX AT GRADY T. WALLACE PARK FOR LESSEE TO MAKE IMPROVEMENTS TO THE SOCCER COMPLEX; AUTHORIZING THE CITY MANAGER TO SIGN AND EXECUTE THE LEASE AGREEMENT AND TO MAKE CERTAIN AMENDMENTS TO THE AGREEMENT AS CIRCUMSTANCES MAY REQUIRE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, owns and maintains the Grady T. Wallace Park ("Wallace Park") in Texarkana, Texas, an active recreational space which covers over seventy acres and offers playground units, a walking/jogging trail around a five-acre lake, a basketball court, two pavilions for social gatherings and public restrooms, five softball fields for sanctioned tournaments and other community league games, and a soccer complex having majority-use soccer fields ("the Soccer Complex"); and

WHEREAS, the Texarkana United Soccer Association is a non-profit corporation formed to offer and provide recreational, scholastic, and competitive soccer programs and activities; and

WHEREAS, Wallace Park is the home to the Texarkana United Soccer Association, where children and adult leagues participated in the Association's programs year-round, and the Association utilizes the multiple soccer fields within the Soccer Complex pursuant to user agreements with the City; and

WHEREAS, the Association, desiring to make improvements to the Soccer Complex to improve playing conditions and expand use of the complex, intends to secure grant funding for constructing such improvements, and the conditions for securing such funding require the Association to have a leasehold interest in the complex; and

WHEREAS, the City Council desires to lease the Soccer Complex to the Association for a leasehold period not to exceed twenty (20) years in exchange for the Association causing improvements to be made to the complex, with the City acquiring ownership of the improvements as fixtures to the real property.

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

SECTION 1: The City Council approves the terms and conditions of the "Lease Agreement – Soccer Complex" attached to this Resolution as **Exhibit "A"**, with the City as Lessor and Texarkana United Soccer Association as Lessee, for a maximum leasehold period not to exceed twenty (20) years, and authorizes the City Manager to sign and execute the agreement. The City Council finds and determines that the City receives benefit from Lessee under such a lease

Attachment: 2020-009 RES CM contract with TXK Soccer Assoc. signed (2208 : 2020-009 RES Auth CM to enter into agreement with TXR

agreement in that the activities and mission of the City for Wallace Park will be enhanced and complemented by Lessee accomplishing improvements to the Soccer Complex during the lease term, the City acquiring ownership of the improvements as a fixture to the real property, and the improvements expanding use of the Soccer Complex; this bargained-for exchange is adequate consideration for the leasehold interest conveyed without the City assessing a lease payment or rental fee payable by Lessee.

SECTION 2: Following execution of the lease agreement described in Section 1 of this Resolution, the City Council authorizes the City Manager to make amendments to the agreement when circumstances may require to enable Texarkana United Soccer Association to secure funding from third parties for improving the Soccer Complex.

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 **27th day of January, 2020**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:21 p.m.

Attachment: 2020-009 RES CM contract with TXK Soccer Assoc. signed (2208 : 2020-009 RES Auth CM to enter into agreement with TXR

LEASE AGREEMENT – SOCCER COMPLEX

This Lease Agreement ("Agreement") is made and entered into to be effective as of January 28, 2020 ("Effective Date"), by and between the City of Texarkana, Texas ("City" or "Lessor"), and the Texarkana United Soccer Association ("Lessee").

RECITALS

The City of Texarkana, Texas, owns and maintains the Grady T. Wallace Park ("Wallace Park") located at 3315 Leopard Drive in Texarkana, Texas. This active recreational space covers over 70 acres and offers playground units, a walking/jogging trail around a five-acre lake, a basketball court, two pavilions for social gatherings and public restrooms, five softball fields for sanctioned tournaments and other community league games, and a soccer complex having majority-use soccer fields ("the Soccer Complex").

Lessee, Texarkana United Soccer Association, is a non-profit corporation formed to offer and provide recreational, scholastic, and competitive soccer programs and activities ("Programs and Activities"). Wallace Park is the home to the Texarkana United Soccer Association with children and adult leagues participating in Lessee's programs year-round. Lessee utilizes the multiple soccer fields within the Soccer Complex ("the Premises") pursuant to user agreements with the City. Lessee desires to make improvements to the Premises to improve playing conditions and expand use of the Premises. Lessee intends to secure grant funding for constructing and maintaining such improvements, and the conditions for securing such funding require Lessee to have a leasehold interest in the Premises.

ARTICLE I. AGREEMENT

1.1 **Premises**. City leases to Lessee, and Lessee leases from City on the terms and conditions set forth herein, the Premises within Wallace Park set out and delineated in Section 1.4 of this Agreement. Lessee shall have the right to hold, use, and access the Premises as needed under the terms and conditions set forth in this Agreement and Lessee's user agreement with the City.

1.2 **Improvements.** Lessee shall cause the Premises to be improved according to a Project Scope, Project Timeline, and Project Plans approved by the City Manager and the City's Parks and Recreation Director ("the Improvements"). Nothing in this Agreement shall create a requirement for City to expend funds for the Improvements.

1.3 **Title.** Title to the Premises will remain in City. Lessee will acquire only a leasehold interest to the Premises under this Agreement but shall not acquire any ownership right, title, equity, or other interest in the Premises. The Premises will remain at all times under the

Attachment: 2020-009 RES CM contract with TXK Soccer Assoc. signed (2208 : 2020-009 RES Auth CM to enter into agreement with TXR

ownership of City. Title to the Improvements made during the term of this Agreement shall also be owned by the City.

1.4 Delineation of Premises. The Soccer Complex, and Lessee's leasehold interest thereto, corresponds generally to the property within the red-marked rectangular area delineated below:

Grady T. Wallace Soccer Complex

Attachment: 2020-009 RES CM contract with TXK Soccer Assoc. signed (2208 : 2020-009 RES Auth CM to enter into agreement with TXR

ARTICLE II. TERM; TERMINATION

2.1 The term of this Agreement will commence on the Effective Date and thereafter will continue annually for an initial term of ten (10) years, with Lessee having the option to renew for successive five (5) year terms, not to exceed a maximum leasehold period of twenty (20) years, inclusive of the initial term and any successive terms. Lessee shall exercise its right to an optional successive term by notifying City in writing no later than thirty (30) days prior to the expiration of the then-current term. No additional action shall be required of the parties for Lessee's leasehold interest to terminate upon the fulfillment of the initial term or, if Lessee opts for one or both successive terms, the fulfillment of any successive term.

2.2 This Agreement may terminate prior to the fulfillment of the initial term or any successive term by mutual agreement of the parties or as otherwise provided in this Agreement.

2.3 The termination of this Agreement shall not terminate Lessee's then-existing user agreement with the City relating to the Soccer Complex.

ARTICLE III. CONSIDERATION

3.1 **Bargained-for Exchange.** The parties agree that City receives benefit from Lessee pursuant to this Agreement in that the activities and mission of City for Wallace Park are enhanced and complemented by Lessee accomplishing the Improvements during the term of this Agreement, the City acquiring ownership of the Improvements as a fixture to the Premises, and the Improvements expanding use of the Soccer Complex. The parties agree this bargained-for exchange is adequate consideration for the leasehold interest conveyed without assessing a rental fee or usage charge payable by Lessee.

3.2 **Utilities.** The Improvements contemplated by the parties include energy-efficient equipment that will decrease utility costs and also enhance utilization of the Soccer Complex, and therefore, in exchange for such energy-efficient Improvements, City agrees to pay for the costs associated with utilities and trash removal on and for the Premises.

ARTICLE IV. USE OF PREMISES

4.1 **Use.** Lessee will use the Premises for the purpose of making the Improvements and, subject to Lessee's user agreement with the City, continuing to provide its Programs and Activities. Lessee shall not use the Premises for any other purpose without the written consent of City's Parks and Recreation Director. All use of the Premises shall require compliance with the City's General Parks Rules and Regulations, specific rules and regulations pertaining to Wallace Park, this Agreement, and Lessee's user agreement with the City.

Attachment: 2020-009 RES CM contract with TXK Soccer Assoc. signed (2208 : 2020-009 RES Auth CM to enter into agreement with TXR

4.2 **Non-Use**. Lessee shall be deemed to have terminated this Lease if, within two (2) years from the Effective Date, Lessee has not secured funding for the Improvements, the Improvements have not been made, or the Improvements have not been made operable; and the City's Parks and Recreation Director shall provide Lessee with notice of deemed termination pursuant to this section of the Agreement.

4.3 **Hazardous Substances.** Under no circumstances during the term of this Lease will Lessee use or cause to be used on the Premises any hazardous or toxic substances or materials, or store or dispose of any such substances or materials on the Premises.

4.4 **Violation of Law.** Lessee shall not use all or any part of the Premises or any building or fixture situated on the Premises for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Bowie, the City of Texarkana, or other lawful authority with jurisdiction over the Premises.

4.5 **Use by Third Parties.** This Agreement only authorizes Lessee to permit third parties to use the Premises consistent with constructing, implementing, installing, and otherwise accomplishing the Improvements. This Agreement does not alter or amend Lessee's user agreement with City authorizing third-party use consistent with Lessee's Programs and Activities.

4.6 **Lessee's Duties and Covenants.** Lessee agrees:

a) As between Lessee and City, Lessee shall be responsible for all purchase, labor, and materials necessary to construct, implement, install, and accomplish the Improvements.

b) During the term of this Agreement, Lessee shall retain staff who are eligible, among other reasons, for having successfully passed a thorough background check in relation to their work with minors. Lessee shall provide information on background checks of its employees to the City upon request.

c) Lessee shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state or federal statute or local ordinance or regulation applicable to Lessee or its use of the Premises, and save City harmless from penalties, fines, costs, expenses, or damages resulting from failure to do so.

d) Lessee agrees to give City prompt oral and written notice of any accident, fire, or damage occurring in or to the Premises or surrounding area.

Attachment: 2020-009 RES CM contract with TXK Soccer Assoc. signed (2208 : 2020-009 RES Auth CM to enter into agreement with TXR

e) Lessee agrees it will not allow any act, matter, or thing objectionable to insurance companies whereby the insurance now in force or hereafter to be placed in or around the Premises or any part thereof would be voided, suspended, or result in increased premiums.

f) Lessee shall be responsible for all costs associated for repairs to the Premises arising or caused by the acts or omissions of Lessee, its agents, representatives, or employees, or by the acts or omissions of participants in Lessee's Programs and Activities.

4.7 City's Duties. City agrees:

a) City shall be responsible for costs and labor associated with grounds maintenance of the Premises, utilities, and ordinary maintenance of the Improvements; and

b) City shall provide input to Lessee for preparation of Project Scope, Project Timeline, and Project Plans so that the Improvements to the Premises will be consistent with or not conflict with City's activities and mission for Wallace Park and existing or planned infrastructure or utility runs on the Premises.

ARTICLE V. OPERATION AND MAINTENANCE

5.1 Program Description; Use of Premises. Lessee promises to use the Premises only in the normal and ordinary course of Lessee's Programs and Activities and its user agreement with the City. Lessee will not use the Premises in violation of any of City's rules or regulations, or in violation of any other law, rule, regulation, statute, or ordinance. To the extent permitted by law, Lessee hereby indemnifies and holds City harmless from and against all fines, forfeitures, seizures, confiscations, and penalties arising out of any such violations.

5.2 Signage. Subject to the prior written approval of City's Parks and Recreation Director, whose approval may be withheld in the director's sole discretion, Lessee may be permitted to construct and maintain signage at locations within or without the Premises as may be mutually agreed upon from time to time; provided, however, that in no event shall such signage size exceed dimensions prohibited by any law, regulation, or ordinance of local, state, or federal authorities. Such signage shall be constructed and maintained at the sole cost and expense of the Lessee.

5.3 Other Repairs Required to Be Made or Authorized by City. Without the express written consent of City, Lessee agrees not to cause or permit any person other than City, or persons expressly authorized by City, to make repairs and adjustments to the Premises or install any accessories other than the Improvements provided for in this Agreement.

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When repairs are necessary, Lessee will notify City of that fact by the most expedient means of communication available. Any repairs, attachments, or installations made to the Premises, whether by City or Lessee, shall become City-owned property immediately upon the installation.

5.4 **Improvements – Security Access.** Lessee has the right to implement mutually agreed-upon security access to the Improvements and shall provide City any security codes or information needed for City's access and operation of the Improvements.

5.5 **Encumbrances**. Lessee will not cause or permit any mechanics' liens or materialman's lien or other liens to be filed against the Premises or against Lessee's leasehold interest in the Premises by reason of any work, labor, services, or materials supplied or claimed to have been supplied to Lessee or anyone holding the Premises or any part of them through or under Lessee. If such a lien is recorded against the Premises, any buildings or fixtures thereof, or the Improvements, Lessee shall either cause it to be removed or, if in good faith Lessee wishes to contest the lien, take timely action to do so, at Lessee's sole expense. If Lessee contests the lien, Lessee will indemnify City and hold it harmless from all liability for damages occasioned by the lien or the lien contest and will, in the event of a judgment of foreclosure on the lien, cause the lien to be discharged and removed before the judgment is executed.

ARTICLE VI. CASUALTY OR DESTRUCTION

6.1 **Casualty**. If the Premises are damaged or destroyed by fire or other casualty, regardless of the extent of the damage or destruction, the parties shall work together to submit to primary insurers or others sufficient claim documentation documenting the loss and identifying areas of repair or reconstruction. If, in the City's sole discretion, the leasehold interest provided for in this Agreement hinders or otherwise restricts the necessary repair or reconstruction of the Premises, City shall have the option to terminate this Lease.

6.2 **Liability for Damage**. City shall not be liable to Lessee (a) for any damage done or occasioned by any existing systems or infrastructure on the Premises, (b) for any damage occasioned by or arising from any weather-related event in, upon, or about the Premises, (c) for any damage arising from any intentional or negligent act or omission of Lessee or any third-party users of the Premises, (d) for any damage arising from any alleged intentional or negligent act or omission of City, (e) for City's alleged failure to keep the Premises in repair, or (f) for any damage to Lessee's personal property resulting from fire or other hazards, regardless of the cause thereof. Lessee hereby releases City from all liability for such damage.

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7.1 **Insurance Coverage.** Lessee shall be required, at its own expense, to furnish the City's Parks and Recreation Director within ten (10) days of signing this Agreement with certified copies of all insurance certificates showing the insurance coverage as required below to be in force throughout the term of this Agreement:

a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which must be written on an occurrence form, and contractual liability must be maintained with respect to Lessee's obligations contained in this Agreement;

b) Automotive Liability insurance at minimum combined single limits of $1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage;

c) Workers Compensation insurance at statutory limits; and

d) Umbrella and/or Excess insurance for at least $2,000,000.

City shall have no duty to perform under this Agreement until such certificates of insurance set forth above have been delivered to and approved by the City and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

Lessee agrees that all insurance required by this section shall be purchased from an insurance company with a financial rating of A: VII or better as assigned by the BEST rating Company of A or better by Standard and Poor's, and written by companies approved by the State of Texas and acceptable to the City. The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. Lessee may maintain reasonable and customary deductibles, subject to approval by the City.

The insurance coverage obtained by Lessee pursuant to this Agreement shall be primary over all other insurance coverage, including coverage procured or otherwise obtained by City.

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7.2 **City-Specific Policy Endorsements**. With reference to the insurance coverage requirements in Section 8.1 of this Agreement, Lessee shall specifically endorse applicable insurance policies as follows:

a) The City shall be named as an additional insured with respect to general liability;

b) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage;

c) All insurance policies shall be endorsed to require the insurer to promptly notify the City of any material change in the insurance coverage; and

d) All insurance policies shall be endorsed to the effect that the City will receive at least 30 days' notice prior to cancellation, non-renewal, or termination of the insurance and a 10 day notice for nonpayment of premium.

7.3 **Texas-Specific Requirements**. All insurance required in this Article VIII must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions or representations:

a) The insurance is underwritten on forms which have been approved by the Texas State Board of Insurance;

b) All endorsements and insurance coverage according to requirements and instructions contained herein; and

c) The notice of cancellation or termination provisions to the City of Texarkana, Texas.

7.4 **Indemnity.** To the extent permitted by law, Lessee agrees to indemnify and hold City harmless from and against any third party claims or causes of action for death or injury to persons, or loss or damage to property arising out of or caused by Lessee's maintenance, use, or operation, of the Premises, as well as all reasonable costs and fees including attorney's fees incurred by City in defending such a claim.

ARTICLE VIII. BREACH OR DEFAULT

8.1 If Lessee breaches or defaults on any of its obligations of this Agreement, and such default continues for ten (10) days after written notice is received by Lessee of such default, City may immediately, at its option, in addition to any and all other rights, remedies or recourses available to it hereunder or at law or in equity, (a) alter security devices at the

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Premises so that City has sole control over the Improvements, (b) terminate this Agreement and the leasehold interest conveyed herein by the giving of written notice to Lessee, in which event Lessee shall immediately surrender possession of the Premises to City, or (c) take possession of and exercise dominion over the Premises with or without terminating the Agreement.

8.2 No action taken by City pursuant to the provisions of this Article shall be deemed unauthorized or constitute a conversion. Lessee hereby consents to the aforesaid exercise of dominion over the Premises after the occurrence of any Event of Default. All claims for damages by reason of such re-entry, repossession, or alteration of security devices are hereby waived, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Lessee agrees that any re-entry by City may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings or without the necessity for any legal proceedings, as City may elect, and City shall not be liable to Lessee in trespass or otherwise.

ARTICLE IX. GENERAL PROVISIONS

9.1 **Representations and Warranties of Lessee.** Lessee is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and has power and authority to enter into this Agreement and to fulfill the duties of this Agreement. The execution and delivery of this Agreement and the fulfillment of Lessee of the duties contemplated hereby have been duly authorized by all necessary actions on the part of Lessee, and this Agreement as of the Effective Date will constitute a valid and binding Agreement of Lessee, enforceable against Lessee in accordance with its terms.

9.2 **Entire Agreement; Modification.** This Agreement and exhibit thereto, incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties with respect to its subject matter; provided, however, that this Agreement neither amends nor controls Lessee's current or successor user agreements with the City. Modifications or amendments to this Agreement are valid only when made in a writing that is signed by all contracting parties. Oral agreements purporting to modify or amend this Agreement are void and of no effect. Except for the maximum leasehold period set out in paragraph 2.1 of this Agreement, the President of Lessee and City Manager of City shall be authorized to make amendments to this Agreement as circumstances may require to enable Lessee to secure funding from third parties for the Improvements.

9.3 **Waiver.** The provisions of this Agreement may be waived only be means of a writing that is signed by all contracting patties. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement. An express, written waiver by either party of any breach of any provision of this

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Agreement by the other party may not be deemed to be a waiver of the breach of any other provision or of any subsequent breach of the waived provision.

9.4 **Parties Bound.** This Agreement is binding on, and inures to benefit of the contracting parties and their respective heirs, successors, legal representatives, and assigns when permitted by this Agreement.

9.5 **Third Parties.** It is understood and agreed between the parties that Lessee, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

9.6 **Assignment.** Lessee shall not assign or sublease this Agreement or any of Lessee's rights under this Agreement.

9.7 **Governing Law.** This Agreement is to be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are to be performed in Bowie County, Texas. Venue for any legal proceeding to enforce or interpret this Lease Agreement will be in a court of competent jurisdiction in Bowie County, Texas. Any prevailing party in a suit to enforce or interpret this Agreement will be entitled to all reasonable attorney's fees and costs incurred.

9.8 **Notices.** All notices, consents, waivers, or other communications, except invoices, required under this Agreement shall be deemed received (i) when sent by certified mail, return receipt requested to the parties at their respective address as set forth below; (ii) three days after deposited in the United States mail to the respective address as set forth below; (iii) or when sent via email to the respective party at the email address set forth below and an email confirmation has been received. Any party may change their notice contact or address by giving written notice to the other party.

If to City:
City of Texarkana, Texas
Attn: Parks and Recreation Director
P. O. Box 1967
Texarkana, Texas 75504
Email: rrobertson@txkusa.org

If to Lessee:
Texarkana United Soccer Association
Attn: President
P.O. Box 6183
Texarkana, Texas 75503-6183
Email: president@texarkanasoccer.com

9.9 **Severability.** If any one or more provisions of this Agreement are held invalid, illegal, or unenforceable in any respect for any reason, the remaining provisions shall remain valid, binding, and effective as if the invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

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LESSOR - City of Texarkana, Texas

By: Shirley Jaster

Shirley Jaster, City Manager

LESSEE - Texarkana United Soccer Association

By: G. E. Joyce

Gene Joyce, President

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Attachment: 2020-009 Exhibit 'A' Wallace Park - Soccer Agrmt v4 (2208 : 2020-009 RES Auth CM to enter into agreement with TXR Soccer

LEASE AGREEMENT – SOCCER COMPLEX

This Lease Agreement ("Agreement") is made and entered into to be effective as of January 28, 2020 ("Effective Date"), by and between the City of Texarkana, Texas ("City" or "Lessor"), and the Texarkana United Soccer Association ("Lessee").

RECITALS

The City of Texarkana, Texas, owns and maintains the Grady T. Wallace Park ("Wallace Park") located at 3315 Leopard Drive in Texarkana, Texas. This active recreational space covers over 70 acres and offers playground units, a walking/jogging trail around a five-acre lake, a basketball court, two pavilions for social gatherings and public restrooms, five softball fields for sanctioned tournaments and other community league games, and a soccer complex having majority-use soccer fields ("the Soccer Complex").

Lessee, Texarkana United Soccer Association, is a non-profit corporation formed to offer and provide recreational, scholastic, and competitive soccer programs and activities ("Programs and Activities"). Wallace Park is the home to the Texarkana United Soccer Association with children and adult leagues participating in Lessee's programs year-round. Lessee utilizes the multiple soccer fields within the Soccer Complex ("the Premises") pursuant to user agreements with the City. Lessee desires to make improvements to the Premises to improve playing conditions and expand use of the Premises. Lessee intends to secure grant funding for constructing and maintaining such improvements, and the conditions for securing such funding require Lessee to have a leasehold interest in the Premises.

ARTICLE I. AGREEMENT

1.1 **Premises**. City leases to Lessee, and Lessee leases from City on the terms and conditions set forth herein, the Premises within Wallace Park set out and delineated in Section 1.4 of this Agreement. Lessee shall have the right to hold, use, and access the Premises as needed under the terms and conditions set forth in this Agreement and Lessee's user agreement with the City.

1.2 **Improvements.** Lessee shall cause the Premises to be improved according to a Project Scope, Project Timeline, and Project Plans approved by the City Manager and the City's Parks and Recreation Director ("the Improvements"). Nothing in this Agreement shall create a requirement for City to expend funds for the Improvements.

1.3 **Title.** Title to the Premises will remain in City. Lessee will acquire only a leasehold interest to the Premises under this Agreement but shall not acquire any ownership right, title, equity, or other interest in the Premises. The Premises will remain at all times under the

ownership of City. Title to the Improvements made during the term of this Agreement shall also be owned by the City.

1.4 Delineation of Premises. The Soccer Complex, and Lessee's leasehold interest thereto, corresponds generally to the property within the red-marked rectangular area delineated below:

Grady T. Wallace Soccer Complex

Attachment: 2020-009 Exhibit 'A' Wallace Park - Soccer Agrmt v4 (2208 : 2020-009 RES Auth CM to enter into agreement with TXR Soccer

ARTICLE II. TERM; TERMINATION

2.1 The term of this Agreement will commence on the Effective Date and thereafter will continue annually for an initial term of ten (10) years, with Lessee having the option to renew for successive five (5) year terms, not to exceed a maximum leasehold period of twenty (20) years, inclusive of the initial term and any successive terms. Lessee shall exercise its right to an optional successive term by notifying City in writing no later than thirty (30) days prior to the expiration of the then-current term. No additional action shall be required of the parties for Lessee's leasehold interest to terminate upon the fulfillment of the initial term or, if Lessee opts for one or both successive terms, the fulfillment of any successive term.

2.2 This Agreement may terminate prior to the fulfillment of the initial term or any successive term by mutual agreement of the parties or as otherwise provided in this Agreement.

2.3 The termination of this Agreement shall not terminate Lessee's then-existing user agreement with the City relating to the Soccer Complex.

ARTICLE III. CONSIDERATION

3.1 **Bargained-for Exchange.** The parties agree that City receives benefit from Lessee pursuant to this Agreement in that the activities and mission of City for Wallace Park are enhanced and complemented by Lessee accomplishing the Improvements during the term of this Agreement, the City acquiring ownership of the Improvements as a fixture to the Premises, and the Improvements expanding use of the Soccer Complex. The parties agree this bargained-for exchange is adequate consideration for the leasehold interest conveyed without assessing a rental fee or usage charge payable by Lessee.

3.2 **Utilities.** The Improvements contemplated by the parties include energy-efficient equipment that will decrease utility costs and also enhance utilization of the Soccer Complex, and therefore, in exchange for such energy-efficient Improvements, City agrees to pay for the costs associated with utilities and trash removal on and for the Premises.

ARTICLE IV. USE OF PREMISES

4.1 **Use.** Lessee will use the Premises for the purpose of making the Improvements and, subject to Lessee's user agreement with the City, continuing to provide its Programs and Activities. Lessee shall not use the Premises for any other purpose without the written consent of City's Parks and Recreation Director. All use of the Premises shall require compliance with the City's General Parks Rules and Regulations, specific rules and regulations pertaining to Wallace Park, this Agreement, and Lessee's user agreement with the City.

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4.2 **Non-Use**. Lessee shall be deemed to have terminated this Lease if, within two (2) years from the Effective Date, Lessee has not secured funding for the Improvements, the Improvements have not been made, or the Improvements have not been made operable; and the City's Parks and Recreation Director shall provide Lessee with notice of deemed termination pursuant to this section of the Agreement.

4.3 **Hazardous Substances.** Under no circumstances during the term of this Lease will Lessee use or cause to be used on the Premises any hazardous or toxic substances or materials, or store or dispose of any such substances or materials on the Premises.

4.4 **Violation of Law.** Lessee shall not use all or any part of the Premises or any building or fixture situated on the Premises for any use or purpose that violates any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, the County of Bowie, the City of Texarkana, or other lawful authority with jurisdiction over the Premises.

4.5 **Use by Third Parties.** This Agreement only authorizes Lessee to permit third parties to use the Premises consistent with constructing, implementing, installing, and otherwise accomplishing the Improvements. This Agreement does not alter or amend Lessee's user agreement with City authorizing third-party use consistent with Lessee's Programs and Activities.

4.6 **Lessee's Duties and Covenants.** Lessee agrees:

a) As between Lessee and City, Lessee shall be responsible for all purchase, labor, and materials necessary to construct, implement, install, and accomplish the Improvements.

b) During the term of this Agreement, Lessee shall retain staff who are eligible, among other reasons, for having successfully passed a thorough background check in relation to their work with minors. Lessee shall provide information on background checks of its employees to the City upon request.

c) Lessee shall comply with any and all requirements of any of the constituted public authorities, and with the terms of any state or federal statute or local ordinance or regulation applicable to Lessee or its use of the Premises, and save City harmless from penalties, fines, costs, expenses, or damages resulting from failure to do so.

d) Lessee agrees to give City prompt oral and written notice of any accident, fire, or damage occurring in or to the Premises or surrounding area.

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5.1 Program Description; Use of Premises. Lessee promises to use the Premises only in the normal and ordinary course of Lessee's Programs and Activities and its user agreement with the City. Lessee will not use the Premises in violation of any of City's rules or regulations, or in violation of any other law, rule, regulation, statute, or ordinance. To the extent permitted by law, Lessee hereby indemnifies and holds City harmless from and against all fines, forfeitures, seizures, confiscations, and penalties arising out of any such violations.

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6.2 **Liability for Damage**. City shall not be liable to Lessee (a) for any damage done or occasioned by any existing systems or infrastructure on the Premises, (b) for any damage occasioned by or arising from any weather-related event in, upon, or about the Premises, (c) for any damage arising from any intentional or negligent act or omission of Lessee or any third-party users of the Premises, (d) for any damage arising from any alleged intentional or negligent act or omission of City, (e) for City's alleged failure to keep the Premises in repair, or (f) for any damage to Lessee's personal property resulting from fire or other hazards, regardless of the cause thereof. Lessee hereby releases City from all liability for such damage.

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a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $2,000,000 general aggregate for bodily injury and property damage, which must be written on an occurrence form, and contractual liability must be maintained with respect to Lessee's obligations contained in this Agreement;

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City shall have no duty to perform under this Agreement until such certificates of insurance set forth above have been delivered to and approved by the City and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

Lessee agrees that all insurance required by this section shall be purchased from an insurance company with a financial rating of A: VII or better as assigned by the BEST rating Company of A or better by Standard and Poor's, and written by companies approved by the State of Texas and acceptable to the City. The required limits may be satisfied by any combination of primary, excess, or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. Lessee may maintain reasonable and customary deductibles, subject to approval by the City.

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a) The insurance is underwritten on forms which have been approved by the Texas State Board of Insurance;

b) All endorsements and insurance coverage according to requirements and instructions contained herein; and

c) The notice of cancellation or termination provisions to the City of Texarkana, Texas.

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Premises so that City has sole control over the Improvements, (b) terminate this Agreement and the leasehold interest conveyed herein by the giving of written notice to Lessee, in which event Lessee shall immediately surrender possession of the Premises to City, or (c) take possession of and exercise dominion over the Premises with or without terminating the Agreement.

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ARTICLE IX. GENERAL PROVISIONS

9.1 **Representations and Warranties of Lessee.** Lessee is a non-profit corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and has power and authority to enter into this Agreement and to fulfill the duties of this Agreement. The execution and delivery of this Agreement and the fulfillment of Lessee of the duties contemplated hereby have been duly authorized by all necessary actions on the part of Lessee, and this Agreement as of the Effective Date will constitute a valid and binding Agreement of Lessee, enforceable against Lessee in accordance with its terms.

9.2 **Entire Agreement; Modification.** This Agreement and exhibit thereto, incorporated by reference and made an integral part of the Agreement, constitute the entire agreement between the parties with respect to its subject matter; provided, however, that this Agreement neither amends nor controls Lessee's current or successor user agreements with the City. Modifications or amendments to this Agreement are valid only when made in a writing that is signed by all contracting parties. Oral agreements purporting to modify or amend this Agreement are void and of no effect. Except for the maximum leasehold period set out in paragraph 2.1 of this Agreement, the President of Lessee and City Manager of City shall be authorized to make amendments to this Agreement as circumstances may require to enable Lessee to secure funding from third parties for the Improvements.

9.3 **Waiver.** The provisions of this Agreement may be waived only be means of a writing that is signed by all contracting patties. No delay or omission by either party to exercise any remedy or right accruing on default impairs any remedy or right under this Agreement. An express, written waiver by either party of any breach of any provision of this

Attachment: 2020-009 Exhibit 'A' Wallace Park - Soccer Agrmt v4 (2208 : 2020-009 RES Auth CM to enter into agreement with TXR Soccer

Agreement by the other party may not be deemed to be a waiver of the breach of any other provision or of any subsequent breach of the waived provision.

9.4 **Parties Bound.** This Agreement is binding on, and inures to benefit of the contracting parties and their respective heirs, successors, legal representatives, and assigns when permitted by this Agreement.

9.5 **Third Parties.** It is understood and agreed between the parties that Lessee, in performing its obligations hereunder, is acting independently, and the City assumes no responsibility or liabilities in connection therewith to third parties.

9.6 **Assignment.** Lessee shall not assign or sublease this Agreement or any of Lessee's rights under this Agreement.

9.7 **Governing Law.** This Agreement is to be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Agreement are to be performed in Bowie County, Texas. Venue for any legal proceeding to enforce or interpret this Lease Agreement will be in a court of competent jurisdiction in Bowie County, Texas. Any prevailing party in a suit to enforce or interpret this Agreement will be entitled to all reasonable attorney's fees and costs incurred.

9.8 **Notices.** All notices, consents, waivers, or other communications, except invoices, required under this Agreement shall be deemed received (i) when sent by certified mail, return receipt requested to the parties at their respective address as set forth below; (ii) three days after deposited in the United States mail to the respective address as set forth below; (iii) or when sent via email to the respective party at the email address set forth below and an email confirmation has been received. Any party may change their notice contact or address by giving written notice to the other party.

If to City:
City of Texarkana, Texas
Attn: Parks and Recreation Director
P. O. Box 1967
Texarkana, Texas 75504
Email: rrobertson@txkusa.org

If to Lessee:
Texarkana United Soccer Association
Attn: President
P.O. Box 6183
Texarkana, Texas 75503-6183
Email: president@texarkanasoccer.com

9.9 **Severability.** If any one or more provisions of this Agreement are held invalid, illegal, or unenforceable in any respect for any reason, the remaining provisions shall remain valid, binding, and effective as if the invalid, illegal, or unenforceable provisions had never been contained in this Agreement.

Attachment: 2020-009 Exhibit 'A' Wallace Park - Soccer Agrmt v4 (2208 : 2020-009 RES Auth CM to enter into agreement with TXR Soccer

LESSOR - City of Texarkana, Texas

By: _____
Shirley Jaster, City Manager

LESSEE - Texarkana United Soccer Association

By: _____
Gene Joyce, President

Attachment: 2020-009 Exhibit 'A' Wallace Park - Soccer Agrmt v4 (2208 : 2020-009 RES Auth CM to enter into agreement with TXR Soccer

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-009 Goals & Perspectives (2208 : 2020-009 RES Auth CM to enter into agreement with TXR Soccer Assoc)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 1/24/2020 2:33 PM

Lead Department: Fire Department **Action Officer:** Eric Schlotter, Fire Chief

Subject: Resolution No. 2020-010 authorizing the City Manager to enter into contract with Brinkley Sargent Wiginton Architects, in an amount not to exceed $398,225, for the design of the University Avenue fire station, with funds from the 2017 bond.

Briefing: 1/27/2020 **Public Hearing:** **Council Vote:** 1/27/2020

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The resolution before you, if passed, would authorize the City Manager to enter into contract with Brinkley Sargent Wiginton Architects of Dallas, TX for the design of the new University Ave. fire station.

Brinkley Sargent Wiginton Architects (BSW) specializes in the design of fire stations and they were selected from a field of 7 different design firms that responded to a Request for Qualifications. City Staff narrowed the field to two firms and then a tour of recently constructed fire stations in the DFW area was conducted to determine the finalist.

The fire station relocation project was first introduced in 2010 and then formalized in the CIP in 2015. Since that time we have worked to locate available property and have acquired the land on University Ave. for this fire station. The funds for land acquisition and design were included in the 2017 bond. Funding for construction has been approved and is included in our 2019 bond.

The contract presented by BSW has been reviewed by our legal counsel Jo Thomason and all suggested changes have been made.

BSW expects to complete design in time to start construction during the upcoming construction season.

Potential Options:

- Approve Resolution as presented
- Reject Resolution

Fiscal Implications:

Project is in budget and funds have been approved.

City of Texarkana, Texas

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2020-010 RES Auth. CM to enter into contract with BSW jtrvsdclean (DOC)
b. 2020-010 ATTH 01 Owner Architect Agrmt - Final - 2020-01-22 EXECUTED (PDF)
c. 2020-010 Goals & Perspectives (DOCX)

Staff Coordination

Fire Department	Eric Schlotter	Department Head Review	Completed	01/23/2020 1:32 PM
Finance Department	Kristin Peeples	Finance Review	Completed	01/23/2020 2:46 PM
Purchasing and Contracting	Kim Russ	Purchasing Review	Completed	01/23/2020 2:56 PM
City Manager	Shirley Jaster	City Manager Review	Completed	01/24/2020 2:02 PM
City Council	Jennifer Evans	Meeting	Completed	01/27/2020 6:00 PM

Meeting History

RESOLUTION NO. 2020 - 010

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH BRINKLEY SARGENT WIGINTON ARCHITECTS OR OTHER ARCHITECT IN AN AMOUNT NOT TO EXCEED THREE HUNDRED NINETY-EIGHT THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS ($398,225) FOR THE DESIGN OF THE NEW UNIVERSITY AVENUE FIRE STATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, fire stations are strategically located to provide the best possible response times to emergencies in the City; and

WHEREAS, the growth of the City has created a need to relocate existing fire stations; and

WHEREAS, it has been determined that the Richmond Road Fire Station needs to be relocated to University Avenue and that such relocation is in the best interests of the citizens of the City; and

WHEREAS, the City has acquired land for the new Fire Station; and

WHEREAS, funds for the design are included in the 2017 bond.

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

SECTION 1: That the City Manager is authorized to execute and enter into an Architect's Agreement substantially in the form as attached as **ATTH 01** with Brinkley Sargent Wiginton Architects, or such other architect as deemed necessary or prudent, in an amount not to exceed Three Hundred Ninety-Eight Thousand Two Hundred Twenty-Five and No/Dollars ($398,225.00), and further that the City Manager is authorized to sign and execute the Architect's Agreement and any other necessary documents, including addendums or revisions thereto, for the design of the new University Avenue Fire Station.

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 **27th day of January, 2020**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2020-010 RES Auth. CM to enter into contract with BSW jtrvsdclean (2210 : 2020-010 RES Authorizing CM to enter into contract

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Twenty-second day of January in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Texarkana
220 Texas Blvd.
Texarkana, Texas 75501
Telephone Number: 903-798-3900

and the Architect:
(Name, legal status, address and other information)

Brinkley Sargent Wiginton Architects
5000 Quorum Drive, Suite 500
Dallas, Texas 75254
Telephone Number: 972-960-9970

for the following Project:
(Name, location and detailed description)

University Drive Fire Station
University Drive
Texarkana, Texas
New Fire Sub-Station, the size and function will be determined in the Programming phase.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Attachment: 2020-010 ATTH 01 Owner Architect Agrmt - Final - 2020-01-22 EXECUTED (2210 : 2020-010 RES Authorizing CM to enter into

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User Notes:

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7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

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11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be developed in the Programming Phase.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

To be developed in the Programming Phase.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

$2,000,000

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

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To be determined

.2 Construction commencement date:

To be determined

.3 Substantial Completion date or dates:

To be determined

.4 Other milestone dates:

None

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Sealed Proposals - Architect shall work with the Owner to establish a mutually agreeable grading system to determine the most qualified and cost effective Proposer for the construction of the Project.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

None

§ 1.1.6.1 Paragraph Deleted.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Chief Eric Schlotter
220 Texas Blvd.
Texarkana, TX 75501
Telephone Number: (903)798-3996
Fax Number: 903-793-4731
Mobile Number: (903)748-0425
Email Address: schlottere@txkusa.org

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

None

§ 1.1.9 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

(Paragraphs deleted)
None at this time.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Douglas Edney, AIA

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5000 Quorum Drive, Suite 500
Dallas, Texas 75254
Telephone Number: (972) 960-1867
Fax Number: (972) 960-9751
Mobile Number: 972-896-9443
Email Address: dedney@bsw-architects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Reference **Exhibit E**

.2 Mechanical Engineer:

Reference **Exhibit F**

.3 Electrical Engineer:

Reference **Exhibit F**

§ 1.1.11.2 Paragraph Deleted.

(Paragraphs deleted)
§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)
ARTICLE 2 ARCHITECT'S RESPONSIBILITIES
§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the insurance coverage outlined in **Exhibit D**.

(Paragraphs deleted)
§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional

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insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

(Paragraph deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. Architect's services shall be in compliance with applicable laws, codes, and regulations.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall use the program developed per Item 4.1.1.1 and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

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§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

Attachment: 2020-010 ATTH 01 Owner Architect Agrmt - Final - 2020-01-22 EXECUTED (2210 : 2020-010 RES Authorizing CM to enter into

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§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services
§ 3.5.1 General
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; (4) awarding and preparing contracts for construction; and (5) prepare amendments that may increase cost.

§ 3.5.2 Competitive Bidding
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- **.1** facilitating the distribution of Bidding Documents to prospective bidders;
- **.2** organizing and conducting a pre-bid conference for prospective bidders;
- **.3** preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- **.4** organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Paragraph Deleted
§ 3.5.3.1 Paragraph Deleted

§ 3.5.3.2
(Paragraphs deleted)
Paragraph Deleted

(Paragraph deleted)
§ 3.6 Construction Phase Services
§ 3.6.1 General
§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the

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approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- **.1** conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- **.2** issue Certificates of Substantial Completion;
- **.3** forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- **.4** issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

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§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.
(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services		Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1	Programming	Architect
§ 4.1.1.2	Multiple preliminary designs	NP
§ 4.1.1.3	Measured drawings	NP
§ 4.1.1.4	Existing facilities surveys	NP
§ 4.1.1.5	Site evaluation and planning	NP
§ 4.1.1.6	Building Information Model management responsibilities	Architect
§ 4.1.1.7	Development of Building Information Models for post construction use	NP
§ 4.1.1.8	Civil engineering	Architect – Exhibit H
§ 4.1.1.9	Landscape design	Architect – Exhibit H
§ 4.1.1.10	Architectural interior design	NP
§ 4.1.1.11	Value analysis	Architect
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	Architect – Exhibit L
§ 4.1.1.13	On-site project representation	NP
§ 4.1.1.14	Conformed documents for construction	NP
§ 4.1.1.15	As-designed record drawings	Architect
§ 4.1.1.16	As-constructed record drawings	NP
§ 4.1.1.17	Post-occupancy evaluation	NP
§ 4.1.1.18	Facility support services	NP
§ 4.1.1.19	Tenant-related services	NP
§ 4.1.1.20	Architect's coordination of the Owner's consultants	NP

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.21 Telecommunications/data design	NP
§ 4.1.1.22 Security evaluation and planning	NP
§ 4.1.1.23 Commissioning	NP
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	NP
§ 4.1.1.25 Fast-track design services	NP
§ 4.1.1.26 Multiple bid packages	NP
§ 4.1.1.27 Historic preservation	NP
§ 4.1.1.28 Furniture, furnishings, and equipment design	NP
§ 4.1.1.29 Texas Accessibility Standards	Architect – 4.1.2.1 Below

(Row deleted)

§ 4.1.1.30 Geotechnical Engineering Services	Architect – Exhibit J
§ 4.1.1.34 ICC 500-2014 Third Party Review	Architect – Exhibit K
§ 4.1.1.35 Testing, Adjusting and Balancing Services	Architect – Exhibit G

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

Item 4.1.1.1 – Building Program: The Architect shall provide programming services. Programming services shall include meetings to determine needs and a summary of spaces and sizes, detailed room data sheets and 3D diagrams for all spaces to be included in the buildings.

Item 4.1.1.6 – Building Information Modeling: The Architect may, at their sole discretion, utilize BIM while fulfilling their scope of services. No extra fee shall be charged for this use of BIM.

Item 4.1.1.15 – As-Designed Record Drawings: The A/E team shall update the electronic files (BIM or CAD) prepared for bidding the project with regard to changes or clarifications necessitated during construction due to an error or omission by the design team and provide them to the Owner in PDF format as a part of Basic Services. Changes to the electronic files to match As-Built Drawings (which shall be provided by the General Contractor) shall be an additional service.

Item 4.1.1.16 – As-Constructed Record drawings: Can be provided as an additional service. If selected, As-Constructed Record Drawings will be developed in BIM / CAD based upon the As-Built Drawings as provided by the General Contractor as part of their close-out documents submission. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the information as provided by the Contractor in the As-Built Drawings. On site verification of indicated changes is not included. The fee for this service shall be negotiated at the end of construction if this service is desired by the Owner.

Item 4.1.29 – TAS Review/Inspection: The Architect shall contract with a Registered Accessibility Specialist to review the final design documents and inspect the Projects upon completion of construction for compliance with the Texas Accessibility Standards as required by Chapter 469, Texas Government Code. The findings will be documented in a written report. The fee shall include a single site visit for site inspection for each facility. Additional visits shall be provided as an Additional Service. Fees are based on a construction cost of each facility falling in the range of $1M to $5M. Fee will be adjusted if construction costs fall outside that range.

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§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

NA

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services
The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 (Paragraph Deleted)

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

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.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:
.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
.2 Twenty (20) visits to the site by the Architect during construction
.3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
.4 One (1) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. In addition, Services provided by the Architect under Article 3.6 "Construction Phase Services" are based upon a ten (10) month Construction Phase and include the number of visits indicated in 4.2.3 above. Should the Architect be required to provide services beyond this timeframe or quantity of trips, the Architect shall be compensated in accordance with Article 11.3 for these Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 Paragraph Deleted.

§ 5.5 Paragraph Deleted.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

(Paragraph deleted)
§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional

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Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, other than as indicated to be furnished by the Architect in this agreement, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to recommend what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

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§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- **.1** give written approval of an increase in the budget for the Cost of the Work;
- **.2** authorize rebidding or renegotiating of the Project within a reasonable time;
- **.3** terminate in accordance with Section 9.5;
- **.4** in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- **.5** implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect, as an Additional Service, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

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§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 As a first method of resolving claims, disputes and other matters in question ("Dispute"), the parties shall endeavor to resolve such issues by negotiation in good faith. The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[X] Litigation in a court of competent jurisdiction
(Paragraphs deleted)

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§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1
(Paragraphs deleted)
Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

10% of Basic Services Fees earned as of the date of termination.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

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§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Architect acknowledges 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"), and City has made no representation as to whether any information is exempt from required disclosure under the Act. Architect agrees City shall not be liable to Architect for disclosures pursuant to the Act.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

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(Paragraphs deleted)

Reference **Exhibit A** for detailed compensation information. Should the budget of the project increase by more than 10% from the information in Section 1.1.3, the Architect shall be entitled to an adjustment in compensation. Such adjustment shall to be a mutually agreeable stipulated sum.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Reference **Exhibit A**

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

On a mutually agreeable stipulated sum; or failing this on an hourly basis at the Architect's normal billing rates for each staff member performing the services. Additional site visits beyond the number listed in Section 4.2.3 shall be billed at the rate $ 1,800 per visit.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus
(Paragraphs deleted)
ten percent (10%).

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Thirty	percent (	30	%)
Construction Documents Phase	Twenty-five	percent (	25	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty	percent (	20	%)
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Reference **Exhibit C**

(Table deleted)

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§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- **.1** Transportation and authorized out-of-town travel and subsistence;
- **.2** Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- **.3** Permitting and other fees required by authorities having jurisdiction over the Project;
- **.4** Printing, reproductions, plots, and standard form documents;
- **.5** Postage, handling, and delivery;
- **.6** Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- **.7** Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- **.8** If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- **.9** All taxes levied on professional services and on reimbursable expenses;
- **.10** Site office expenses;
- **.11** Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect.

§ 11.9

(Paragraphs deleted)

Paragraph Deleted

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Zero Dollars and Zero Cents ($ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 Paragraph Deleted.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest

(Paragraphs deleted)

as calculated in accordance with the Texas Prompt Payment Act.

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

Reference **Exhibit B**

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ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 AIA Document A201™–2017, General Conditions of the Contract for Construction

.3 Exhibits:

Exhibit A	Fee Summary
Exhibit B	Special Terms and Conditions of the Contract
Exhibit C	Hourly Billing Rates
Exhibit D	Certificate of Liability Insurance
Exhibit E	Structural Engineering Services
Exhibit F	MEP Engineering Services
Exhibit G	Testing, Adjusting, and Balancing Services
Exhibit H	Civil/Landscape Engineering Services
Exhibit J	Geotechnical Exploration Services
Exhibit K	ICC 500 Peer Review Services
Exhibit L	Detailed Cost Estimating Services

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**ARCHITECT** *(Signature)*
	Don Greer, AIA, Vice President
(Printed name and title)	*(Printed name, title, and license number, if required)*

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BRINKLEY SARGENT WIGINTON ARCHITECTS

CITY OF TEXARKANA
UNIVERSITY FIRE STATION

FEE SUMMARY

Basic Services Fee		
Architectural - SD, DD, CD & BA Phases	$	129,906
Architectural - CA Phase	$	94,070
Structural (All Phases)	$	33,000
Mechanical, Electrical, Plumbing Fee (All Phases)	$	36,000
Sub-Total Basic Services	**$**	**292,975**

Optional Services & Reimbursables		
Civil & Landscape - University FS	$	54,400
Detailed Programming	$	7,600
Cost Estimating	$	9,000
Geotechnical Investigation	$	5,800
ICC 500-2014 Third Party Review (Estimated)	$	7,500
TAS Review/Inspection	$	1,450
HVAC TAB Services	$	5,500
Suspended Slab Foundation	$	2,000
Reimbursable Budget (Estimated)	$	12,000
Sub-Total Optional Services & Reimbursables	**$**	**105,250**

Total Basic Services, Optional Services & Reimbursables	**$**	**398,225**

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ARTICLE 12

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

12.1 CHANGE ORDERS

Omissions: If the Architect fails to include or omits an item from the Contract Documents, which was fully anticipated to be included in the Project, thereby necessitating the need for a Change Order, the Architect will not receive a fee for work associated with the Change Order.

12.2 STANDARD OF CARE/CONTINGENCY

In performing Architectural Services, the Architect will strive to use that degree of care and skill ordinarily exercised under similar circumstances by competent members of the architecture profession. Notwithstanding compliance with this standard of care, the Owner can normally anticipate that some changes and adjustments in the project will be required either during or after construction. The Owner agrees to establish a construction contingency fund (minimum 3% of construction cost) to cover the reasonably anticipated costs of these changes and adjustments as well as, changes due to code revisions and field conditions. The Owner agrees not to seek any costs related to Article 12.2 items from Architect unless the aforementioned contingency funds are exhausted by non-Owner initiated changes.

12.3 ADA COMPLIANCE

The Americans with Disabilities Act ("ADA") provides that it is a violation of the ADA to design and construct a facility for first occupancy later that January 26, 1993 that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to do so. The parties acknowledge that the ADA and the corresponding State of Texas laws regarding disability barriers ("State Law") will be subject to various and possible contradictory interpretations. The Architect, therefore will use reasonable professional efforts to interpret and comply with all applicable ADA and State Law requirements and other federal, state, and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect will endeavor to achieve compliance with the ADA, using its best judgment and approvals of available Consultants and Government Officials.

12.4 STRUCTURAL CERTIFICATION OF AS-BUILT CONDITIONS

This contract provides for structural site observation during construction consistent with normal standard of care as outlined in AIA Document B101-2017. This scope of work does not include structural services to inspect all the structural as-built conditions necessary to provide the Owner with a "Letter of Structural Certification" of the building at the time of substantial completion. These services can be made available as an additional service.

12.5 ARCHITECTURAL REGISTRATION

The Texas Board of Architectural Examiners, Hobby Building, 333 Guadalupe, Suite 2-350, Austin, Texas 78701 (512-305-9000) has jurisdiction over individuals licensed where the Architect's Registration Law, Texas Civil Status, Article 249a.

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12.6 SPECIAL INSPECTIONS

Recent code language contains references to “Special Inspections” for various parts of the construction process. The industry is currently meting these requirements by assigning responsibilities to various Consultants involved in the Construction Industry (Commissioning Agents, Materials Testing Lab, Fire Protection and Smoke Evaluation Consultants, Mechanical and Structural Engineers and Architects. Since these inspections are new to the industry, each jurisdiction has their own interpretation as to how “Special Inspections” are accomplished beyond Standard Construction Administration Activities and what party should be responsible for them. The Design Team will work with the appropriate jurisdiction during the Design Phase of the Project to identify requirements and responsibilities. Many of these inspections may be performed as part of Standard CA services but some may require Additional Services Fees from the Design Team or outside Consultants. These “Special Inspections” must be identified prior to the start of construction in order to be performed at the appropriate time prior to receiving a “Certificate of Occupancy.”

12.7 STATUES OF LIMITATION AND REPOSE

Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statues of limitations shall commence to run not later than either the date of Substantial Completion for acts or failures to act occurring prior to Substantial Completion or the date of issuance of the final Certificate for Payment for acts or failures to act occurring after Substantial Completion. In no event shall such statues of limitations commence to run any later than the date when the Architect’s Services are substantially completed.

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BRINKLEY SARGENT WIGINTON ARCHITECTS

BILLING RATES
2019

TITLE	RATE/hr.
Senior Principal	280.00
Principal/Project Manager	215.00
Project Architect II	170.00
Strategic Planner	170.00
Senior Designer	160.00
Project Architect I	145.00
Staff Architect	140.00
Architectural Designer III	130.00
Architectural Designer II	100.00
Architectural Designer I	75.00
Construction Administrator	160.00
Senior Interior Designer	135.00
Interior Designer	120.00
Senior Programmer	155.00
Senior Planner	120.00
Administration	80.00

Billing Rates are reviewed by Architects yearly. Rates are subject to adjustment July 1st of each year

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ACORD® 2020-10 ATTH 01

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 2/6/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McLaughlin Brunson
A Risk Strategies Company
12801 N CENTRAL EXPY, STE 1710
Dallas, TX 75243

CONTACT NAME: Joe Bryant
PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-88
E-MAIL ADDRESS: certificate@mclaughlinbrunson.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley Insurance Company	32603
INSURER B : Travelers Property Casualty Co of Amer	25674
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D : Travelers Indemnity Company	25658
INSURER E : Continental Insurance Company	35289
INSURER F :	

INSURED
Brinkley Sargent Wiginton Architects, Inc.
5000 Quorum Drive, Suite 600
Dallas TX 75254

COVERAGES **CERTIFICATE NUMBER:** 46933126 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ✓ OCCUR ✓ Blket Contractual Liab. ✓ Indt. Contractor GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ✓ PRO-JECT ☐ LOC ☐ OTHER:	✓	✓	6806G061464	12/15/2018	12/15/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
C	AUTOMOBILE LIABILITY ✓ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	✓	✓	BA5G889116	12/15/2018	12/15/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
D	✓ UMBRELLA LIAB ✓ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ✓ RETENTION $ 10,000	✓	✓	CUP5G891100	12/15/2018	12/15/2019	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	✓	60025047351	1/1/2019	1/1/2020	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability		✓	AEC-9027747-04	2/15/2019	2/15/2020	Per Claim $2,000,000 Annual Aggregate $4,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

Master Certificate

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Joe A. Bryant
Joe Bryant

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Attachment: 2020-010 ATTH 01 Owner Architect Agrmt - Final - 2020-01-22 EXECUTED (2210 : 2020-010 RES Authorizing CM to enter into

HALFF

January 10, 2020

P32756

Mr. Douglas Edney, LEED AP, Principal
Brinkley Sargent Wiginton Architects
5000 Quorum, Suite 600
Dallas, Texas 75254

sent via email

RE: City of Texarkana Fire Station

Dear Doug:

I am pleased to submit this proposal for Halff Associates to provide structural engineering services to Brinkley Sargent Wiginton Architects for the design of the fire station to be constructed for the City of Texarkana, Texas.

PROJECT DESCRIPTION

Halff Associates' understanding of this project is based on our telephone conversation of August 27, 2019. The substation is a single-story structure containing approximately 6,000 SF of new floor area and staffed with 3 to 4 firemen. The roof construction is anticipated to be open web bar joists or light gauge steel trusses supported on cold formed metal stud walls, CMU walls and hot-rolled structural steel members. The foundation system is assumed to be comprised of drilled shaft piers and the floor slab is presumed to be supported on a prepared subgrade. To comply with the Texarkana Building Code (IBC 2015) a portion of the structure will need to be hardened in accordance with ICC 500. The design of this hardened portion will undergo an independent peer review by a third party.

The scope of services also includes the design of a light pole foundation and a final "As-Designed" set of documents will be issued at the completion of the project.

BASIC SERVICES

☑ Design Development: Halff Associates will prepare a 35% progress set of structural construction drawings in REVIT.

☑ Construction Documents: Halff Associates will prepare complete construction documents for the building structure and foundation, including drawings and specifications. All drawings will be prepared in REVIT.

☑ Bidding/Negotiation: Halff Associates will provide consultation on the structural aspects of the project.

☑ Construction Administration: Halff Associates will review all structural shop drawings and any related information that is submitted by the contractor. Halff Associates will also respond to requests for information, review materials test reports and will provide telephone consultation throughout construction, as appropriate. Upon request, Halff Associates will conduct two site visits to observe the construction and resolve any problems that are brought to our attention.

HALFF ASSOCIATES, INC.
4000 FOSSIL CREEK BOULEVARD
FORT WORTH, TX 76137-2720
TEL (817) 847-1422
FAX (817) 232-9784
WWW.HALFF.COM

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HALFF

SCHEDULE

We are prepared to commence work immediately upon execution of a professional services agreement and receipt of adequate architectural and geotechnical information. Shop drawings will be reviewed promptly and returned within 10 working days of our receipt.

Site visits will be made upon request, with at least 48 hours advance notice.

COMPENSATION FOR BASIC SERVICES

Basic Services are all services described above. Halff Associates will be compensated for all labor costs related to Basic Services with lump sum fees by task as follows:

Design Development:	**$10,500**
Construction Documents:	**$14,500**
Bidding/Negotiation:	**$1,000**
Construction Administration:	**$7,000**
Reimbursable Expenses:	**$1,500** (estimated)

The total fees for Basic Services, excluding reimbursable expenses, amount to **$33,000.**

If a structural floor slab isolated from the underlying soils is required or preferred in lieu of a concrete slab on a prepared subgrade, then an additional fee of **$2,000** will be added to the basic services fees.

Invoices for labor will be submitted monthly, based upon the percentage of work that has been completed. Halff Associates will also be reimbursed for any direct expenses, such as reproduction services, travel expenses, delivery services, and long-distance telephone calls. These expenses will be billed at 1.10 x Actual Cost. Invoices for expenses will be submitted monthly, with full documentation.

COMPENSATION FOR ADDITIONAL SERVICES

Additional Services are any services, beyond the Basic Services described above, which are subsequently authorized in writing by Brinkley Sargent Wiginton Architects. Examples of circumstances leading to Additional Services might include:

☑ Modifications to the structural design due to value engineering or construction alternatives.

☑ Significant changes in the size or scope of the project from that described herein.

☑ Significant design revisions following substantial completion of the drawings and specifications, which are not due to engineering errors or omissions.

☑ Design of equipment supported from roofs (except HVAC, lighting, and fire protection)

☑ Design of site related structures such as retaining walls or culverts.

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HALFF

☑ Construction issues necessitating more than two (2) trips to the City of Texarkana. Additional site visits not attributed to our errors or omissions will be billed at $2,000.00 per trip.

☑ Preparation of construction cost estimates or design calculation submittals

☑ Preparation of "as-built" or "record" drawings

Halff Associates will be compensated for labor costs related to Additional Services with negotiated supplemental lump sum fees, or alternatively, on a time and materials basis. In the latter case, labor will be billed at 2.30 x Payroll Cost. Any direct expenses, such as reproduction services, delivery services, and long-distance telephone calls, will be billed at 1.10 x Actual Cost. Invoices for Additional Services will be submitted monthly, with full documentation.

PROFESSIONAL SERVICES AGREEMENT

It is our understanding that this proposal will become an attachment to a modified version of AIA Document C401, "Standard Form of Agreement between Architect and Consultant", 2007 Edition. The modifications will be made through negotiation between Halff Associates and Brinkley Sargent Wiginton Architects. Accordingly, the terms, conditions, and definitions in the modified C401 document will apply to this proposal.

This proposal will expire on February 29, 2020. If we have not received written authorization to proceed prior to this date we reserve the right to adjust our fees accordingly. In addition, all effort for Design Development, Construction Documents, Bidding/Negotiation and Structural Peer Review shall be completed within 12 months after receipt of notice to proceed, otherwise fees for the remaining effort shall be increased by 7.5% per year. Furthermore, fees related to effort for Construction Administration that is not complete 24 months after completion of Contract Documents shall also be increased 7.5% per year.

Halff Associates looks forward to the opportunity to serve Brinkley Sargent Wiginton Architects. We trust that this proposal is satisfactory in every respect and look forward to your positive response. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

HALFF ASSOCIATES, INC.

Paul J Rielly

Paul J. Rielly, P.E., SECB
Vice President

C:

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January 10, 2020

Brinkley Sargent Wiginton
5000 Quorum, Suite 600
Dallas, TX 75254

Attention: Mr. Doug Edney

RE: Texarkana Fire Sub Station – University Drive **Proposal No. 19357R**
Texarkana, Texas

MD Engineering, LLP (MD Engineering) is pleased to submit a proposal to Brinkley Sargent Wiginton (Client) to provide professional Mechanical, Electrical and Plumbing (MEP) Engineering Services for the above referenced project. The following proposal documents our understanding of the scope of the project, our services, contract terms, and fee. This Proposal/Contract will constitute an Agreement between Brinkley Sargent Wiginton (Client) and MD Engineering.

SCOPE OF SERVICES:
This project, located in Texarkana, Texas will consist of industry design standard MEP services for a new 6,500 square foot remote fire station with all appropriate MEP systems. The project construction budget is approximately 1.5 million. Mechanical work will include a heating, ventilation and air conditioning (HVAC) systems including vehicle exhaust system, plumbing, and fire protection. Electrical work will include normal and emergency power distribution, normal and emergency lighting, exterior lighting for building elements and parking areas, lightning protection system, fire detection and alarm system. The Fire Protection and Fire alarm systems are performance specification items. Basic Services include performing an Energy Compliance Check. If third party verification is required, MD Engineering cannot provide this service. Construction Administration services shall include four site observations.

MD Engineering's scope of services is further clarified as follows:

1. Special systems such as communications; computer networks; telephone; and sound, including cabling, etc., will be designed by specialty consultants. Basic services include environmental, power and empty conduit/raceway requirements, based on the information provided. Power/Signal Outlet Plan(s) will indicate any special outlet/power requirements. This includes copiers, clean power, details for pre-wired furniture systems, etc. Outlets not so designated will be circuited as normal convenience outlets. Where special outlet locations are required, all necessary dimensioning will be shown by the Client on the Architectural documents.

2. Landscape irrigation and landscape lighting will be designed by a specialty consultant. Documentation and circuiting of exterior lighting designed by others is included in MD Engineering Basic Services.

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3. Design of the following systems will be provided by other Consultants and is excluded from MD Engineering Basic Services.

   a. Civil Engineering i.e., site drainage, extension of utilities to within 5 feet of the building, relocation of any existing utilities, off-site utility work, etc.

   b. Acoustical Engineering

FEES

MD Engineering will provide the above Basic Services for a stipulated design fee of thirty six thousand dollars **($ 36,000)** based on the scope listed above. The fees shall be divided based on the following values for each milestone:

Schematic Design	20% ($ 7,200)
Design Development	30% ($ 10,800)
Construction Documents	25% ($ 9,000)
Bid and Award	5% ($ 1,800)
Construction Administration	20% ($ 7,200)
Total Fee	**$ 36,000**

Should the budget or scope of work change more than 10% MD engineering shall seek additional compensation.

BASIC SERVICES shall include the following:

Contract Documents including Drawings and Specifications, as defined to below, to include the following submittals:

1. Drawings - MD Engineering will provide reproducible drawings at the various submittal levels as required. The Client will be responsible for the reproduction of all submittals.

2. Specifications - MD Engineering will provide technical specifications for the project.

<u>Schematic Design</u>

The Schematic Design Scope of Work shall consist of:

1. CADD-plotted floor plans and sketches focusing on spatial requirements of MEP equipment and mechanical and electrical room block layouts. Equipment capacity calculations will be based on square footage and function. Layout of ductwork, lighting fixtures, power outlets or other equipment outside the mechanical and electrical rooms is not included.

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2. System Descriptions:

   a. Design criteria narrative describing the basis of HVAC, plumbing and electrical load estimates.

   b. Mechanical, electrical, plumbing, and fire protection system descriptions in the form of an system narrative that provides the following:

      - HVAC system types, approximate air handling unit capacities, and overall building tonnage. Calculations will be based on square footage and function.
      - Electrical distribution system type, voltage, and approximate building electrical load. Calculations will be based on square footage and function.
      - Anticipated lighting system and fixture types.
      - Plumbing system type, approximate capacities, and fixture descriptions.
      - Fire protection system type.

3. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

4. Attend design team meetings with architect, owner, and other required consultants to develop system concepts and establish mechanical equipment space requirements and optimization of the equipment room locations. Identify MEP requirements and locate all Owner-furnished equipment prior to the start of the Design Development phase.

Design Development

This submittal shall be based upon a single approved Schematic Design Concept. The Scope of Work shall consist of:

1. Systems narrative for the mechanical, electrical, plumbing, and fire protection systems, and shall include:

   a. HVAC system descriptions including major equipment quantities such as air handling units, diffusers, and pumps. The system descriptions will indicate capacities, manufacturers, model numbers, and features.

   b. Electrical distribution system descriptions including major equipment quantities such as switchgear, distribution panels and outlet devices. The system descriptions will indicate capacities, manufacturers, model numbers and features.

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c. Lighting system descriptions including fixture quantities or quantities per square foot. The system descriptions will indicate manufacturers, model numbers and features.

d. Plumbing system descriptions including major equipment quantities such as water heaters, pumps, backflow preventers, etc. The system descriptions will indicate capacities, manufacturers, model numbers, fixture types and features.

e. Fire protection system descriptions.

2. Manufacturers' technical descriptive bulletins (cut sheets) will be provided for the key components of the mechanical, electrical and plumbing systems.

3. CADD-plotted drawings and sketches showing the following:

   a. Layout of major mechanical and electrical equipment in mechanical rooms.

   b. Routing of main supply ductwork where structural and/or architectural coordination is required, to indicate zoning. Layout of lateral ductwork is not included.

   c. Layout of supply and return air diffuser locations for typical areas.

   d. Layout of typical lighting fixture locations and switching configuration of non-standard areas.

   e. Site plans indicating transformer location and primary electrical conduit routing.

   f. Layouts of power, telephone, data and other outlet locations.

4. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

<u>50% Construction Document (Intermediate Submittal)</u>

This submittal will be based upon a single approved Design Development submittal. The intent will be to provide information required to coordinate key interdisciplinary areas of the work and to update construction costs. The Scope of Work shall consist of:

1. Progress floor plans and sketches of details where required for interdisciplinary coordination.

2. Project specifications.

3. Provide verbal question and answer assistance to the Cost-Estimating Consultant to clarify system types and probable materials.

4. Attend formal design team meetings to coordinate between disciplines.

100% Construction Documents
This submittal shall be based upon a single approved 50% Construction Document Design submittal and shall consist of:

1. Construction drawings.

2. MEP specifications.

Bidding
The bidding phase shall consist of:

1. Attending pre-bid meeting at the site.

2. Responding to RFI's and Issue Addendum

Construction Phase Services
The construction administration phase shall consist of:

1. Four (4) site visits will be provided during construction at each station. One site visit will be used to conduct a pre-construction meeting with all MEP subcontractors. It is anticipate that these visits will cover the following construction milestones during the monthly visit: open wall, above ceiling, and final punch confirmation. Additional visits will be provided at hourly rates according to our published Professional Fee Schedule in effect at the time the work is performed.

2. Standard shop drawing and submittal review services to include one (1) initial submission review, and one (1) re-submission review, as required in the project specifications.

CONTRACT CONDITIONS

1. Contact terms:

   a. In the event the project is abandoned or not carried to completion, our services for that portion of the work, which has been completed, will be paid for at the percent complete.

   b. The Contract Drawings and Specifications or reproduction of them, in whole or in part, shall not be used on any other project without the written approval of MD Engineering.

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2. Professional Liability Insurance Coverage:

   a. All members of the design team will carry professional errors and omissions insurance for the amount of $1,000,000 dollars, minimum.

3. Client Responsibilities:

   a. Industry standard design team leadership and coordination of responsibilities between design team members. The Client shall be the general administrator of the professional services for the Project, and shall facilitate the exchange of information among the consultants retained by the Client, as necessary for the coordination of this part of the Project.

   b. Except as authorized by the Client, all communication between MD Engineering and the Owner, Contractor or other consultants for the Project shall be forwarded through the Client.

   c. Provide a reasonable schedule for deliverables and project milestone deadlines for all consultants at the start of the project in order for MD Engineering's services to be performed in a manner, sequence and timing that coordinates with those of the Client and other consultants for the Project.

   d. Order and provide required completed copies of the Owner guidelines and design criteria. MD Engineering will provide technical direction to identify the required information.

   e. Identify the presentation format for design narratives and design analyses at the start of the project. MD Engineering will endeavor to comply with these formats.

   f. Monitor the Contractor during construction to assure compliance with the "Record Drawing" requirements of the MEP specifications. MD Engineering will provide reasonable assistance coordinated with scheduled site visits. The ability of the Design Team and MD Engineering to comply with the Owner's "Record Drawing" requirements will be dependent upon the accuracy and quality of the documents prepared by the Contractor. Preparation of "Record Documents" from information that does not comply with the MEP specifications is not included in Basic Services.

   g. Communicate the stage of construction regularly to enable MD Engineering to schedule site visits at rough-in for the mechanical, plumbing and electrical trades. Provide MD Engineering a minimum of three (3) working days' notice prior to unscheduled site visits or meetings during construction

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h. Prepare agenda for all design team meetings and provide to MD Engineering at least three (3) working days in advance of the meeting. Schedule MD Engineering involvement to minimize meeting times. Attendance at unorganized meetings or meetings that are not relevant to MEP services may result in Additional Services

ADDITIONAL SERVICES

Any services not included as basic services will be considered additional services. Additional Services are billable at the hourly rates specified in addition to the fees for Basic Services. The following items are not included within the scope of services listed above and will be considered additional services:

1. Revision(s) of previously approved drawings
2. Reports/Studies of energy and utility costs or life cycle analysis
3. Development, evaluation and preparation of **detailed** construction cost estimates
4. Environmental studies or investigations
5. Special provisions for insurance carriers' review
6. Detailed mechanical, electrical, plumbing and fire protection load calculation reports
7. Additional documents and revisions to documents after the completion date of documents
8. Project observations, site visits and other construction services during construction not listed above
9. On-site project supervision
10. Conferences and project visits for coordination of construction among subcontractors

HOURLY RATES

For the purpose of this Agreement, our standard hourly rates as, indicated on the following Professional Fee Schedule is hereby made part of this Agreement. These rates are periodically updated and are subject to change upon advance written notice.

Principal	$ 200.00
Sr. Engineer	$ 175.00
Construction Administrator	$ 175.00
Project Manager	$ 150.00
Engineer/Sr. Designer	$ 150.00
Designer	$ 100.00
Technician	$ 75.00

REIMBURSABLE EXPENSES

Reimbursable expenses are billable in addition to the fees for Basic Services. Travel expense outside the metroplex, delivery charges, plotting, and printing costs will be reimbursable at our invoice cost.

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PAYMENT

Invoices to be submitted monthly based upon an estimated percentage of completion with payment due not later than five (5) working days from date of payment by Owner to Client. Invoices unpaid ninety days after receipt of invoice, shall bear interest at a rate of 1% per month until payment is received. The Client shall pay for all expenses (including reasonable attorney's fees) incurred in collecting any payment of interest thereon.

Thank you for the opportunity to submit this proposal. If this proposal is acceptable, please return of a copy of this Agreement with your signature as acknowledging your acceptance of this Agreement as a firm Contract between MD Engineering and Brinkley Sargent Wiginton. We look forward to working with your firm on this project.

Sincerely,

MD Engineering, LLP

ACCEPTED:

By: _____

Michael Smith, PE LEED®AP

President

Date: _____

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October 31, 2019

Brinkley Sargent Wiginton
5000 Quorum, Suite 600
Dallas, TX 75254
Attention: Mr. Doug Edney

RE: Texarkana Fire Sub Station – University Drive **Proposal No. 17030R**
Testing, Adjusting, and Balancing Services

MD Engineering, LLP (MD Engineering) is pleased to submit a proposal to Brinkley Sargent Wiginton (Client) to provide Testing, Adjusting, and Balancing (TAB) services for the above referenced project. The following documents our understanding of the scope of the project. This scope would be included under the contract provisions for the base MEP services.

SCOPE OF SERVICES:
This project, located in Texarkana, Texas will consist of industry design standard TAB services for a new 6,000 square foot fire sub stations with TAB on all appropriate MEP systems. In the Sub Fire Stations the test and balance proposal is based off the assumption that the mechanical is One (1) VRF ducted units with six (6) diffusers, four (4) VRF cassettes, one (1) exhaust fan, three (3) celling exhaust, one (1) supply fan, one (1) kitchen hood and two (2) infrared heaters. Deficiency retest should not exceed six (6) hours

This proposal does not include the cost of a lift or scaffold. These costs would be considered reimbursable expenses.

FEES
MD Engineering will provide the above Basic Services for a stipulated design based on the scope listed in this proposal. Should the budget or scope of work change more than 10% MD engineering shall seek additional compensation.

Sub Station – University Drive $ 5,500

Thank you for the opportunity to submit this additional scope of work. Please let me know if you have any additional questions. We look forward to working with your firm on this project

Sincerely,
MD Engineering, LLP

Michael Smith, PE LEED®AP

President

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HALFF

January 13, 2020
P32756.001

Mr. Douglas Edney, LEED AP, Principal
Brinkley Sargent Wiginton Architects
5000 Quorum Dr., Ste 600
Dallas, TX 75254

RE: Surveying, Civil Engineering, and Landscape Architectural Scope of Services
City of Texarkana University Ave. Substation, Texarkana, Texas

Dear Mr. Edney:

Halff Associates (Halff) is pleased to submit this proposal to Brinkley Sargent Wiginton Architects (Architect) for the design of the University Ave. substation to be constructed for the City of Texarkana, Texas (City). We propose to provide the following surveying, civil engineering, and landscaping architectural services:

SCOPE OF SERVICES

I. Surveying Services

A. Topographic Survey

- Horizontal and vertical location of all existing facilities within the limits of the project including existing paving, curbs, driveways, sidewalks, buildings, mailboxes, landscaping, etc. , all existing visible franchise utilities and appurtenances, and public utilities such as water valves, fire hydrants, light poles, manholes, etc., all existing visible sanitary sewer facilities. Locate and obtain elevation(s) at top of manhole lids. Locate and obtain invert flow elevations for all manholes. Obtain pipe sizes and flowlines (in and out). Obtain inlet opening width(s) and grate inlet dimensions. Locate and obtain elevation flow lines at inlet width openings, grate inlets, top of curb, and gutter lip elevations. Locate and obtain elevation(s) at top of manhole lid. Locate and obtain invert flow elevations for all inlets, junction boxes, flumes, and manholes. Include all inlet and outlet elevations from drainage structures leading to the inlets, junction boxes, and manholes. Obtain the size, material, and direction of flow for these drainage structures.

- Survey data points shall be taken on a 50-foot natural ground grid and 25-foot top of curb/ gutter/ sidewalk elevation grid on Site. Additional top of curb/ gutter data shall be collected at curb corners and radius returns. Provide spot elevations of all grade breaks, swales, and flow lines and those of adjacent streets, curbs, or catch basins that terminate or commence offsite flow within/from the Site. The drawing will show ground surface contours at an interval of one (1) foot.

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- Prepare a topographic survey drawing of the areas where new facilities are proposed an agreed scale.
- Set control points to be used by contractor or construction of improvements.
- Not included in this proposal is additional research, field tying, or mapping of underground utilities, preliminary or final platting. It is understood that a final for the project site has been completed.
- This survey will be performed in accordance with the "Minimum Standards Detail Requirements for the ALTA/NSPS Land Title Surveys" jointly established and adopted by the American Land Title Association and the National Society of Professional Surveyors in 2016.

B. Tree Survey

- Horizontal location, diameter at breast height, and species of each tree 24" or greater.
- Prepare a tree survey drawing in accordance with City standards.

II. Site Plan Preparation

A. Site Plan Preparation

- Based on Architect's layout of the buildings, parking, sidewalks, etc., Halff shall prepare a site plan showing all existing and proposed improvements such as building footprint, parking layout, median openings, etc. Halff shall prepare the necessary data tables and submit the preliminary and final site plan to the City for review and approval. Halff shall modify the preliminary site plan per City comments and owner requests.
- This task does not include City submittal fees.
- This task includes attendance at the City planning and zoning meetings as necessary.

III. Civil Engineering Services

A. Project Coordination

- Attend two (2) meetings with the Owner, Architect, and design team to obtain information necessary to complete design of the project and define project parameters.
- Perform one (1) site visit to review existing conditions.
- Coordinate project via phone or email throughout the design process.

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B. Geometric Site Plan

- Prepare a Geometric Site Plan, including all geometric coordinates of pavement limits, geometric coordinates for building column lines, dimensions, and labels for all pavement material requirements.

- Provide horizontal and vertical benchmark information for contractor use during construction.

C. Pavement Joint Plan

- Prepare a Pavement Joint plan, including pavement thicknesses and locations, typical joint locations, and reinforcing requirements, based on a geotechnical investigation provided by Owner and/or Architect.

- Provide standard details and typical pavement sections as necessary for pavement improvements.

- This task does not include a geotechnical investigation, a geotechnical report, or pavement recommendations.

D. Grading Plan

- Prepare one preliminary grading plan for review by Owner and Architect. This plan will indicate the elevation of proposed building addition and surrounding pavement areas.

- Upon approval of the preliminary grading plan, prepare a final grading plan. This grading plan will be suitable for construction. This plan will show existing and proposed ground contour lines, and spot elevations needed to grade the site for drainage and connection to existing improvements.

- This item includes meeting all ADA and TAS accessibility requirements.

- This task does not provide for structural design of retaining walls, review of walls designed by others, nor inclusion of structural details on this site grading plan.

- This task is for grading vehicular and pedestrian paving areas only, and does not include grading within the limits of the building, as may be required for a structural slab.

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E. Site Drainage Plan

- A preliminary site drainage plan will be prepared in conjunction with the preliminary grading plan.
- Produce, in concert with the final grading plan, one final site drainage plan for the proposed development, which will meet the requirements of the Owner, Architect, and the City.
- The site drainage plan will be suitable for construction of improvements to allow for proper storm water drainage of the site. The construction drawings will indicate proposed on-site inlets, storm sewers, flumes, swales, headwalls and other drainage features which are necessary. Profiles of on-site storm sewer are typically not required and are not included in this proposal.
- An overall drainage area map will be prepared. The drainage area map will delineate drainage areas and storm sewer runoff data for this site and for adjacent properties that may affect drainage of this site.
- Extensions of off-site storm sewers are not included in this proposal.
- It is assumed that on-site detention will be required for this site. This task includes design of on-site detention per the City's requirements.
- Prepare an on-site detention plan that meets the requirements of the City. This includes all detention rate and volume calculations, outfall structure design, typical section and details required for construction.
- Halff will coordinate with the Owner and Architect on the location and type of detention facility.

F. Utility Design

- Coordinate location and layout of on-site water and sanitary sewer services to serve the proposed facilities with the MEP. The MEP or Architect shall determine water and sanitary sewer service sizes and service locations. The layout of the water and sanitary sewer facilities will be to a point five (5) feet outside the building lines. The layout and design of facilities beyond this point and within the limits of the building are not included in this task.
- Prepare construction drawings for the on-site domestic water and sanitary sewer lines. These drawings will consist of a water and sanitary sewer plan for the proposed improvements. Water and sanitary services will be provided from public water and sewer lines surrounding the site. Profiles are generally not required for on-site water and sanitary sewer service lines (lines outside of proposed right-of-ways) and are not included with this task.

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- Coordinate with the Architect and MEP concerning fire protection facilities. Design responsibilities shall be limited to fire protection facilities, such as, freestanding hydrants and water supply lines beyond the five (5) foot building line of all structures. The requirements for the fire protection facilities will be determined by others including line sizes, service location, special valves, etc.

G. Erosion / Sedimentation Control Plan

- Prepare one erosion control sedimentation plan in conjunction with the building site and drainage design. This task is for the preparation of design drawings and associated details only. The SWPPP, including but not limited to, the Notice of Intent (NOI), project description, inspection forms, Notice of Termination (NOT), and all other forms for submittal to the proper entities are not included in this item. Such submittals shall be prepared by the contractor. All required inspections for the SWPPP shall be performed by the Contractor.

H. Construction Specifications

- Construction specifications required for on-site civil items included in the scope of this proposal shall be prepared and will be provided on the construction plans.

IV. LANDSCAPING ARCHITECTUAL SERVICES

A. Site Assessment

- Halff will analyze and assess the existing conditions in relation to vegetation, parking lot screening, street plantings and irrigation systems as part of the proposed facility, parking lot, sidewalk enhancements, and other programmatic improvements. The site assessment will include one (01) site visit to assess the existing conditions. These assessments will then be recorded and summarized for review by the City and comments incorporated into the landscape plan.

B. Tree Mitigation Plan

- Based on an approved tree survey Halff will prepare a Tree Mitigation & Preservation Plan indicating all property boundaries, topographic information, and other existing site features such as utilities, and trees to be preserved and/or mitigated per the City of Texarkana Tree Preservation Ordinance. We will recommend to the OWNER which existing on-site trees should be or could be preserved for incorporation into the landscape plan, as well as all trees to be removed. Mitigation replacement plantings shall adhere to the City of Texarkana Tree Preservation Ordinance for tree replacement and will be incorporated with the proposed landscape planting plan. The final plan(s) will be sealed by a Registered Landscape Architect.

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C. Landscape Planting Plan

- Halff will prepare and design the landscape planting plan per the specific city's landscape ordinance Chapter 115- Landscape Regulations. The plan will show all plantings, arrangement of plant materials, turf areas, and planting beds. The quantity, species, size and spacing of all materials will be specified in a material schedule on the plan.

D. Irrigation Plan

- Halff will design and provide details for the irrigation plan. Upon approval of the landscape plan, we will prepare an irrigation plan that responds to the proposed landscape, being sensitive to the native plant material. The plan will be developed with an emphasis on proper zoning of the system in order to maximize efficient water management. The system will be designed to permit separate watering of turf grass. Details for the proper installation of sprinkler heads, valves, pipe, service connection, controller and other items will be shown on the plan.

E. Construction Administration

- Coordinate with contractor and review and provide written responses to contractor submittals and requests for information (RFIs).

- Attend up to one (1) site meeting and one final punch list during the site work phase of construction to determine if work is in general conformance with the construction drawings prepared under this proposal. In performing these services, the Engineer and Architect will endeavor to protect against defects and deficiencies in the work of the Contractor, but shall not be responsible for actual supervision of construction operations or for safety measures that the Contractor takes or should take.

F. Specifications

- Halff will prepare technical specifications for landscape planting, turf grass, irrigations systems and soil mixes, for incorporation with other project specifications.

G. Record Drawings

- After field observations and compiling notes and redlines of the field installed landscape & irrigation components Halff shall provide a Record Set of drawings indicating the location of the landscape irrigation components necessary for the owner's records.

- The following submittals shall be provided to the owner for review and comment:
  - Preliminary Record Drawing set showing location of landscape and irrigation system and necessary components. This shall include control valve number, size, and irrigation zone description (e.g. landscape beds, lawns, trees, etc.)
  - Final Record Drawing set showing location of irrigation system and necessary components. This shall include control valve number, size, and irrigation zone

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description (e.g. landscape beds, lawns, trees, etc.) The Final shall be completed and submitted after the final punch list is complete, owner is satisfied with the system, and irrigation system is fully operational.

- Record Drawing Deliverables - One (1) Compact Disk with the following:
  - PDF Record Set
  - CAD files, client recommended Program
  - One (1) complete 24x36 plan set stamped "Record Drawings"

- Any changes to the landscape irrigation system after it has been reviewed and recorded shall require additional services at the time of the request.

V. Construction Related Services

A. Construction Related Services

- Halff shall attend pre-construction meeting, provide contractor submittal reviews, attend periodic site visits during construction and prepare Record Civil Construction drawings.

- This task does not include construction inspection or construction staking.

SCHEDULE

We are prepared to commence work immediately upon execution of a professional services agreement and receipt of adequate architectural and geotechnical information. Site visits will be made upon request, with at least 48 hours advance notice.

COMPENSATION

I.	Surveying Services	$7,000
II.	Site Plan	$4,600
III.	Civil Engineering Services	$23,300
IV.	Landscaping Architectural Services	$15,000
V.	Construction Related Services	$4,500
	Total:	**$54,400**

VII.	Direct Costs (Estimated)	$2,000

Invoices for labor will be submitted monthly, based upon the percentage of work that has been completed. Halff Associates will also be reimbursed for any direct expenses, such as reproduction services, travel expenses, delivery services, and long-distance telephone calls. These expenses will be billed at 1.10 x Actual Cost. Invoices for expenses will be submitted monthly, with full documentation.

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COMPENSATION FOR ADDITIONAL SERVICES

Additional Services are any services, beyond the Basic Services described above, which are subsequently authorized in writing by Brinkley Sargent Wiginton Architects. Halff Associates will be compensated for labor costs related to Additional Services with negotiated supplemental lump sum fees, or alternatively, on a time and materials basis. In the latter case, labor will be billed at 2.30 x Payroll Cost. Any direct expenses, such as reproduction services, delivery services, and long-distance telephone calls, will be billed at 1.10 x Actual Cost. Invoices for Additional Services will be submitted monthly, with full documentation. See Attachment "A" for Clarifications and Exclusions.

PROFESSIONAL SERVICES AGREEMENT

This proposal will expire on March 6th, 2020. If we have not received written authorization to proceed prior to this date, we reserve the right to adjust our fees accordingly.

Halff Associates looks forward to the opportunity to serve Brinkley Sargent Wiginton Architects. We trust that this proposal is satisfactory in every respect and look forward to your positive response. Please do not hesitate to contact me if you have any questions or require additional information.

Sincerely,

HALFF ASSOCIATES, INC.

R. Brandon Aillet, P.E.
Operations Manager, Shreveport

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ATTACHMENT "A"
Clarifications and Exclusions

The following services are not included within this Scope of Work, but are available upon request as "Additional Services".

1. Storm Water Pollution Prevention Plan (SWPPP) or Storm Water Quality Management Plan (SWQMP).
2. Geotechnical consulting services.
3. Subsurface Utility Investigation.
4. Traffic engineering report or studies.
5. Quality control and material testing services during construction.
6. Fire protection, gas, telephone, cable and/or electric design except as specifically identified in this proposal.
7. Sanitary and/or storm sewer lift station.
8. Lighting design for fire station site.
9. Preparation of easements or dedication exhibits.
10. Preparation of preliminary or final plat.
11. Filing fees and permit fees.
12. Environmental impact statements and assessments.
13. Wetlands identification or analysis.
14. Floodplain studies or reclamation plans.
15. Design of any facilities within the limits of the building.
16. Quantity take-offs and/or Engineer's Statement of Probable Construction Cost.
17. Value engineering exercises.
18. LEED documentation.
19. Significant design revisions following substantial completion of the Construction Documents.
20. Offsite utility or drainage facility extensions which may be required to serve the property.
21. Bid Phase Services, except as identified in the scope.
22. Construction staking.
23. Construction Inspection.
24. Construction administration, except as specifically identified in this proposal.
25. Review of Engineers certificates. Halff Associates shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Halff Associates, increase the Halff Associates risk or the availability or cost of his or her professional or general liability insurance.

ALPHA TESTING
2020-10 ATTH 01
WHERE IT ALL BEGINS

Geotechnical
Construction Materials
Environmental
TBPE Firm No. 813

2209 Wisconsin Street
Dallas, Texas 75229

Tel: 972.620.8
Fax: 972.620.1302
www.alphatesting.com

August 23, 2019

Brinkley Sargent Wiginton Architects
5000 Quorum Drive, Ste. 600
Dallas, TX 75254
Attention: Mr. Doug Edney

Re: Proposal Geotechnical Exploration
Fire Substation at University Park
Texarkana, Texas
ALPHA Proposal No. 61847-rev

ALPHA TESTING, INC. (hereinafter "ALPHA") is hereby pleased to submit to **Brinkley Sargent Wiginton Architects (hereinafter "Client")** the following proposal for a Geotechnical Exploration on the project referenced above.

Project Information
We understand it is planned to construct a new fire substation at University Park in Texarkana. The purpose of the geotechnical study will be to provide information for use in design of typical foundations and pavement for the proposed project.

Scope of Work
This study will include the following evaluations:

Subsurface soil, rock and groundwater conditions on the site to depths that would be significantly affected by foundations.

Engineering characterization of the subsurface materials encountered.

Typical foundations suitable for support of the proposed project.

Data required for design of typical foundation systems for the project.

Concrete pavement sections for the planned parking and drives.

Recommendations regarding earthwork, including grading and excavation, backfilling and compaction, the treatment of in-place soils for the support of foundations, pavement and possible construction problems reasonably to be expected.

We propose to explore the subsurface soil and/or rock conditions at the site by drilling a total of 3 test borings as summarized in the table below.

STRUCTURE	LOCATION	NUMBER OF BORINGS	BORING DEPTHS, ft
University Park Substation	University Avenue	3	2@25' and 1@5'

At the completion of drilling operations, boreholes will be backfilled and plugged with soil cuttings, and any pavement that is penetrated will be patched with similar material. Settlement of boreholes may occur over time. ALPHA shall not be responsible for any settlement of boreholes that may occur after initial backfilling. The number and depth of the test borings required to obtain the necessary field data may vary depending on the actual soil and/or rock conditions encountered. If unusual subsurface conditions are encountered and alternate field work is indicated, we will consult with the client prior to initiating any additional services. Please note, regardless of the number of borings performed subsurface conditions between borings may vary.

The study will also include laboratory tests to evaluate the classification, gradation and certain physical characteristics of the subsurface soils. The specific types and quantities of tests will be determined based on soil/rock conditions encountered in the borings. Our laboratories are fully equipped with modern equipment for soil and rock testing and tests are performed by trained qualified technicians in compliance with the applicable specifications. Field exploration programs are conducted with drilling equipment operated by experienced and reliable drillers. All field and laboratory staff are supervised by professional engineers.

Results of the field exploration and laboratory tests will be utilized in the engineering analysis and the formulation of our recommendations. Results of our study, including the substantiating data and our recommendations, will be presented in a written report prepared by a Licensed Professional Engineer.

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Costs and Schedule

Our fee for performance of the geotechnical study on the site described will be as noted below. We guarantee not to exceed this figure without your approval. Inclement weather could result in delays to the referenced boring operations schedule.

STRUCTURE	LOCATION	NUMBER OF BORINGS BORING DEPTHS, ft	GEOTECHNICAL LUMP SUM FEE	Working Days to Complete Study
University Park	University Avenue	2@25' and 1@5'	$4,400.00	20

The above cost estimate is valid for 90 days and is based on Client providing suitable access and entry to test boring locations during normal business hours. Client represents that it has full authority from the current landowner to engage ALPHA to perform this study. The pricing provided above assumes test boring locations can be accessed using standard, truck-mounted drilling equipment and any required tree clearing or necessary access with be provided by the Client. Surveying of boring locations and elevations is not included in the cost estimate. If difficult site conditions are encountered, alternate pricing may be provided using an All-Terrain Drilling Unit or other portable equipment. Drilling through surface concrete, if necessary, will be charged at an additional $125.00/hole.

Prior to start of drilling, ALPHA will contact Texas One-Call utility clearance (Texas811) to mark and clear utilities at the boring locations. The Client shall provide any known site specific utility information upon acceptance of this proposal. ALPHA is not responsible for damage to any below grade utilities of which we are not made aware.

Please note: Our field equipment may rut the site during drilling operations. A concerted effort will be made to minimize such problems, however, ALPHA is not responsible for re-grading or repairing rutted areas if they develop.

The scope of work for this study does not include stability analysis for any slopes either to be constructed or which may exist naturally on the site. If the final grading plans indicate significant slopes (over about 3 ft high) will exist, it is recommended the client have slope stability analysis conducted. Further, the scope of work proposed herein does not include design parameters for retaining walls nor does it include global stability of the same. If a slope stability analysis and/or a retaining wall analysis is desired, upon request, ALPHA will provide a separate Proposal for such analysis.

If this Proposal is acceptable, please have an authorized officer sign in the space provided below in the **Proposal Acceptance Form** and return a signed copy via either email or fax, or the signed original to our office. We will consider receipt of a signed original or copy of this Proposal as our Notice to Proceed. Work cannot be initiated prior to receiving a signed copy of this Proposal. If a copy is e-mailed or faxed, client consents to such copy of a signature, or electronic signature, as serving as an original signature. Unless prior arrangements are agreed to in writing, payment for services described in this Proposal is due within 30 days of invoice date. Payment of the invoice is not contingent on Client's agreement or acceptance of ALPHA's design recommendations or report discussion. If CLIENT objects to any portion of an invoice or report, it shall notify ALPHA in writing within ten (10) days from the date of actual receipt of the invoice of the amount and nature of the dispute, and shall timely pay undisputed portions of the invoice.

Thank you for this opportunity to offer our services. We look forward to working with you on this project.

Sincerely,

ALPHA TESTING, INC.

Brian A. Powell, P.E.
President

Attachments: Proposal Acceptance Form

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GEOTECHNICAL
PROPOSAL ACCEPTANCE FORM

Date: August 23, 2019 ALPHA Proposal No.: 61847-rev

Project Name: **Fire Substation at University Park**

Project Location: Texarkana, Texas

CLIENT: Brinkley Sargent Wiginton Architects

ADDRESS: 5000 Quorum Drive, Ste. 600

CITY/STATE/ZIP: Dallas, TX 75254

ATTENTION: Doug Edney **TELEPHONE:** (972) 960-9970

EMAIL: dedney@bsw-architects.com **FAX:** (972) 960-9751

*******REQUIRED INFORMATION*****(Must be completed in order to process)**

ACCOUNTS PAYABLE CONTACT: _____ ☐ ***Check box if same as above***

ADDRESS: _____

CITY/STATE/ZIP: _____

EMAIL: _____ **TELEPHONE:** _____

Land Owner's Name: _____

Address: _____

City, St. Zip: _____

Project Legal Description: _____

_____

Project County: _____

The undersigned hereby accepts all the Terms and Conditions set forth in this Proposal and warrants that he/she has full authority to bind the Client.

PROPOSAL ACCEPTED BY: _____
Signature **Title** **Date**

PRINTED NAME: _____

REPORT DISTRIBUTION

COMPANY	ATTENTION	EMAIL ADDRESS
Brinkley Sargent Wiginton Architects	Doug Edney	dedney@bsw-architects.com

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SCHULTZ ² ARCHITECTS, LLC

October 31, 2019

Consulting Services Proposal

Doug Edney, Senior Associate
Brinkley Sargent Wiginton Architects
5000 Quorum
Suite 600
Dallas, Texas 75254

Re: Proposed Consulting Services for
Tornado Shelter Peer Review Services
Texarkana Fire Sub-Station
Texarkana, Texas

Dear Doug,

Thank you for the opportunity to work with Brinkley Sargent Wiginton Architects, herein referred to as Client, on this project.

Please find herein the terms and conditions for our consulting services as outlined. If this proposal is acceptable, please sign and return one copy to us.

Project Scope
This proposal is based on the following scope of work:

Schultz Squared Architects LLC, herein referred to as Consultant will provide tornado shelter peer review services for the New Texarkana Fire Sub-station. The design will be approximately 6,000 square feet, single story, slab-on-grade to be located on virgin sites on the north side of the City proper. The shelter shall protect approximately 5 occupants. This shelter shall also be specific use and will meet the requirements of the ICC 500-2014.

Peer review services will consist of architectural and structural items analyzed per the requirements of ICC 500-2014, chapters 1, 2, 3, 4, 5, 6 & 7. Consulting services shall be limited to the storm shelters alone and shall not include any review of the host

1999 N. AMIDON AVE STE 373, WICHITA, KS 67203
P: 316-425-7745 F: 316-425-7753
WWW.SCHULTZSQUARED.COM
TBAE #BR 1697, EXPIRES 1/31/2020

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building. No FEMA grant funding is being utilized for this project therefore, the FEMA P-361 will not be used for basis of peer review.

Client shall provide complete set of drawings, available specifications, and structural calculations for the storm shelters only in PDF format for peer reviews.

Shelter peer review services including both non-structural and structural shall include but not be limited to the following:

- Post-Design Development Phase, 65% and 95% Construction Document Phase peer review shall be conducted by Consultant. Deliverables will be a peer review form addressing items that do not meet the intent of the ICC 500-2014 and/or design recommendations and final stamped letter of peer review acceptance.
- Periodic video conference meetings with the A/E team during the design and documentation phases of the project. Meetings will be on an as-needed basis determined by the A/E team.
- Q/A as needed during the design process.
- As an additional service, one site meeting (Texarkana, Texas) between peer review team (architect and structural engineer) and City representatives, A/E team (Architects, Structural, Mechanical, Electrical, and Plumbing Engineers) to discuss design concepts and requirements.

Services not provided
Consulting services not provided include, but are not limited to: project planning, project design, construction administration, other code related issues, Civil design and review, communication/technology design and review, and other architectural/engineering services not listed under Project Scope above. Additional services shall be billed at the peer review team's denoted hourly rates unless otherwise noted.

Fee

Architectural	**$155/hour** plus reimbursable expenses
Structural II	**$145/hour** plus reimbursable expenses.
Structural Principal	**$195/hour** plus reimbursable expenses.

Services to be billed hourly to a maximum fee of **$7,500.00.**

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Optional additional service site meeting upon request including travel time and travel expenses including but not limited to airline tickets, rental car, rental car fuel, toll road fees, lodging, and meals shall be billed as a fixed fee as follows:

Architectural	**$2,900.00**
Structural	**$3,900.00**

Reimbursable Expenses
Expense for vehicle mileage, meals, airline travel, lodging, travel time, plots, reproductions, photography, postage, web-based conferencing charges, and long-distance telephone charges including faxes, will be billed as a reimbursable expense. Consultant will endeavor to keep these expenses to a minimum.

Payment
Regular monthly payment shall be made based on the work completed by the Consultant within 30 days of Client's receipt of Consultant's invoice. Amount unpaid 60 days after the invoice date shall bear a late payment fee of at 1.0% per month (12% annually).

Limitation of Liability & Indemnification
The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Consultant harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors or omissions and those of his or her Subcontractors or other Consultants or anyone for whom the Client is legally liable, and arising from the project that is the subject of this Agreement.

In consideration of Consultant performing an architectural and structural review of the project and the use of the comments, concerns, and recommendations, the document owners, and related parties agree that Consultant shall be entitled to rely upon the completeness and accuracy of all information provided to Consultant. The documents owner and related parties further agree that Consultant shall not be responsible in any way for errors omissions contained in any drawings or specifications prepared by others or for errors or omissions by others in incorporating the recommendations made by Consultant into the reports, drawings, or specifications.

Consultant shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences of procedures or for safety precautions or programs in connection with the work, for the acts or omissions of the Client, its Subcontractors or any other person performing any of the work, or for the failure of any of them to carry out the work in accordance with the construction documents.

Dispute Resolution
Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to the Client's prime agreement with the project Owner.

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We look forward to working with you. If you have any questions or require further information, please give me a call. Thank you for this opportunity to be of service.

Sincerely,

Schultz Squared Architects LLC

Client: **Brinkley Sargent Wiginton Architects**	Consultant: **Schultz Squared Architects LLC**
_____	_____
Signature	*Signature*
Print Name: _____	Print Name: Corey Schultz
Print Title: _____	Print Title Vice-president
Date: _____	Date: October 31, 2019

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2020-10 ATTH 01

HALFORD BUSBY
CONSTRUCTION CONSULTANTS
...adding value to your bottom line.

14031 Huffmeister Road, Second Floor
Cypress, Texas 77429
Ph. 281-920-1100 Fax 281-920-1123
www.halfordbusby.com

Date	Proposal No.
9/24/2019	17-223/AM

BRINKLEY SARGENT WIGINTON ARCHITECTS
DOUG EDNEY, AIA, LEED™ AP, BD+C
5000 QUORUM, SUITE 600
DALLAS, TEXAS 75254

Description	Total
Texarkana Fire Dept, Sub Station #1 HB17-223/AM	
Thank you for inviting us to provide estimating and related services on this project. We propose to provide comprehensive cost estimating and budgeting services as follows:	
Prepare construction cost estimates for the above referenced project per phone conversation between Esther Halford and Doug Edney on November 6th, 2017 as follows:	
Schematic Design	2,880.00
Design Development	4,590.00
Construction Document	1,530.00
Scope and budget verification is excluded from this proposal.	
Value engineering as a trade and life cycle cost evaluations are excluded from this proposal. These may be added if required for additional fees to be determined.	
This is based on a CSP project delivery.	
We reserve the right to re-evaluate our fees if the project delivery is changed to CMR in efforts of reconciliation and additional meetings required.	
Estimate revisions are limited to one revision after initial review. Changes to the estimate will be incorporated in that revision. Revisions after first review will be charged on an hourly basis. Hourly rates are included with this proposal.	
*****Travel expenses outside of Harris County will be billed at cost.*****	
Please proceed with this work in accordance with Halford Busby LLC, Standard Terms and Conditions, which appear on the reverse side of this form. ***If any estimate is canceled or deleted we reserve the right to readjust our fee structure.* The Architect shall exert reasonable and diligent efforts to collect prompt payment from the Owner.**	
By:_____ **(signature)**	
_____ **(title)**	
For:_____ **(company name)**	
Date:_____	
Please sign this proposal to indicate your approval. Work cannot proceed without a signed proposal.	TOTAL **$9,000.00**

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HALFORD BUSBY
CONSTRUCTION CONSULTANTS
...adding value to your bottom lin

Terms & Conditions

1. This agreement is made and entered into at Houston, Texas by and between Halford Busby, LLC hereafter referred to as "HB," "our," or "us", and the party whose name is entered on the other side of this page, hereinafter referred to as "CLIENT".

2. HB agrees to provide cost estimating and related services and the CLIENT agrees to pay fees as detailed on the attached document. Invoices will be presented to "Client" on the day the deliverables are sent/emailed to client.

3. Client agrees to provide HB with both hard and/or electronic drawings and specifications, and any other materials necessary to complete the work. If a portion of the materials is delivered after our work has commenced, then we reserve the right, at our option, to increase the number of working days allowed from completion of the Estimate Report by an amount not to exceed the number of days already worked on the project named on the other side of this page.

4. In addition to the preparation of the Estimate Report, our obligations under this agreement include a presentation of the report to the CLIENT and a reasonable amount of follow-up telephone discussion. Additional reports, meetings, value engineering studies, cost planning, life cycle cost analysis, adjustments, research, etc., will be subject to fee charges at our current hourly rates.

5. Air or personal transportation, cabs, courier service, hotels, meals, additional copies of reports, etc., shall be reimbursed at cost.

6. Fees and expenses will be invoiced the day services/deliverables are sent to Client. Payment will be due and payable to our office, 14031 Huffmeister Road, Cypress, Texas 77429. Payment is due upon receipt of invoice.

7. The owner of the project will be contacted regarding past due invoices owed to "HB" on day **90** from date of invoice. On the **120th** day the invoice will be turned over for ligation action. Should collection of litigation action become necessary, or result due to default of payment, reasonable attorney and/or collection fees, court costs, and any or all other reasonable expenses incurred by HB or our authorized agent to enforce payment of the balance due on this account, will be paid by the party whose signature appears herein. The party signing this agreement acknowledges that he/she has full authority to act as agent for the party whose name this agreement is made, and that he/she may be jointly and severally liable with the party in whose name this agreement is made.

8. CLIENT understands and acknowledges that HB will use reasonable diligence, skill, thoroughness, and research to produce its best estimate of probable construction cost for the named project. CLIENT further understands and acknowledges that we have no control over the construction industry market. We are not responsible for estimate errors and omissions not brought to our attention in writing within seven (7) days of CLIENT's receipt of estimate. **We will do one (1) revision after the estimate is produced and reviewed by the Client should the project come in over budget. Revisions after that will be charged on an hourly basis or on an agreed upon fee for each revision as they occur.**

9. Paragraph Deleted

Revised 05/2017

Attachment: 2020-010 ATTH 01 Owner Architect Agrmt - Final - 2020-01-22 EXECUTED (2210 : 2020-010 RES Authorizing CM to enter into

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-010 Goals & Perspectives (2210 : 2020-010 RES Authorizing CM to enter into contract with BSW for fire station design.)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 1/6/2020 2:29 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,

Subject: Ordinance No. 2020-002 rezoning Lot 1, Block 1, Marriott Subdivision, located in the 3000 block of St. Michael Drive. Agriculture to PD-General Retail. Ray Walsh and Barrie Thompson, applicants. David Williams, MTG Engineers and Surveyors, agent.

Briefing: 1/27/2020 **Public Hearing:** 1/27/2020 **Council Vote:** 1/27/2020

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

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Z-19-18: This is a request for rezoning from Agriculture to Planned Development-General Retail by Ray Walsh and Barrie Thompson, owners, and David Williams, MTG Engineers & Surveyors, agent, on Lot 1, Block 1, Marriott Subdivision, located in the 3000 block of St. Michael Drive. Currently, the property is vacant land.

The adjacent zoning is Planned Development-General Retail to the north, east and west. Interstate-30 and St. Michael Drive are located to the south. The adjacent land usage is a hotel to the north and restaurants to the east and west.

The Comprehensive Plan has designated this area as Regional Commercial.

As stated above, this request is to rezone this property to Planned Development-General Retail. The proposed use is future restaurant sites. The applicant or future owner should be aware that a site plan will have to be submitted and approved for each restaurant site if the rezoning request is approved with the PD designation. A large portion of this lot is in a flood plain so the developers will need to work closely with the City's engineering department. Also, this lot will most likely be required to be replatted/subdivided if various restaurants propose to locate on this one lot.

This proposed zoning change aligns with the Comprehensive Plan's future land use map. Plus, there are numerous other restaurants located in this area. Therefore, staff recommends for approval of the rezoning to Planned Development-General Retail to allow for future restaurants.

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

Potential Options:

None

Fiscal Implications:

City of Texarkana, Texas

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:

December 2, 2019

Attachments

a. 2020-002 ORD rezoning 3000 blk. St. Michael Dr. (DOCX)
b. 2020-002 ATTH 01 (maps) (PDF)
c. 2020-002 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	Completed	01/07/2020 5:06 PM
City Manager	Shirley Jaster	City Manager Review	Completed	01/09/2020 11:21 AM
City Council	Vicky Coopwood	Meeting	Completed	01/13/2020 6:00 PM

Meeting History

01/13/20	City Council	MOVED FORWARD	Next: 01/27/20

Z-19-18
(PD-20-1)

ORDINANCE NO. 2020-002

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOT 1, BLOCK 1, MARRIOTT SUBDIVISION, LOCATED IN THE 3000 BLOCK OF ST. MICHAEL DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM AGRICULTURE TO PLANNED DEVELOPMENT-GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone Lot 1, Block 1, Marriott Subdivision, located in the 3000 block of St. Michael Drive in the City of Texarkana, Bowie County, Texas, from **Agriculture to PD-General Retail;** and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted unanimously five (5) to zero (0) to recommend the application for rezoning from Agriculture to PD-General Retail on Lot 1, Block 1, Marriott Subdivision, located in the 3000 block of St. Michael Drive** in the City of Texarkana, Texas; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone Lot 1, Block 1, Marriott Subdivision, located in the 3000 block of St. Michael Drive in the City of Texarkana, Bowie County, Texas, from **Agriculture to PD-General Retail.**

Attachment: 2020-002 ORD rezoning 3000 blk. St. Michael Dr. (2205 : 2020-002 ORD rezoning from A to PD-GR in 3000 blk. St. Michael Dr.)

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 **27th day of January, 2020.**

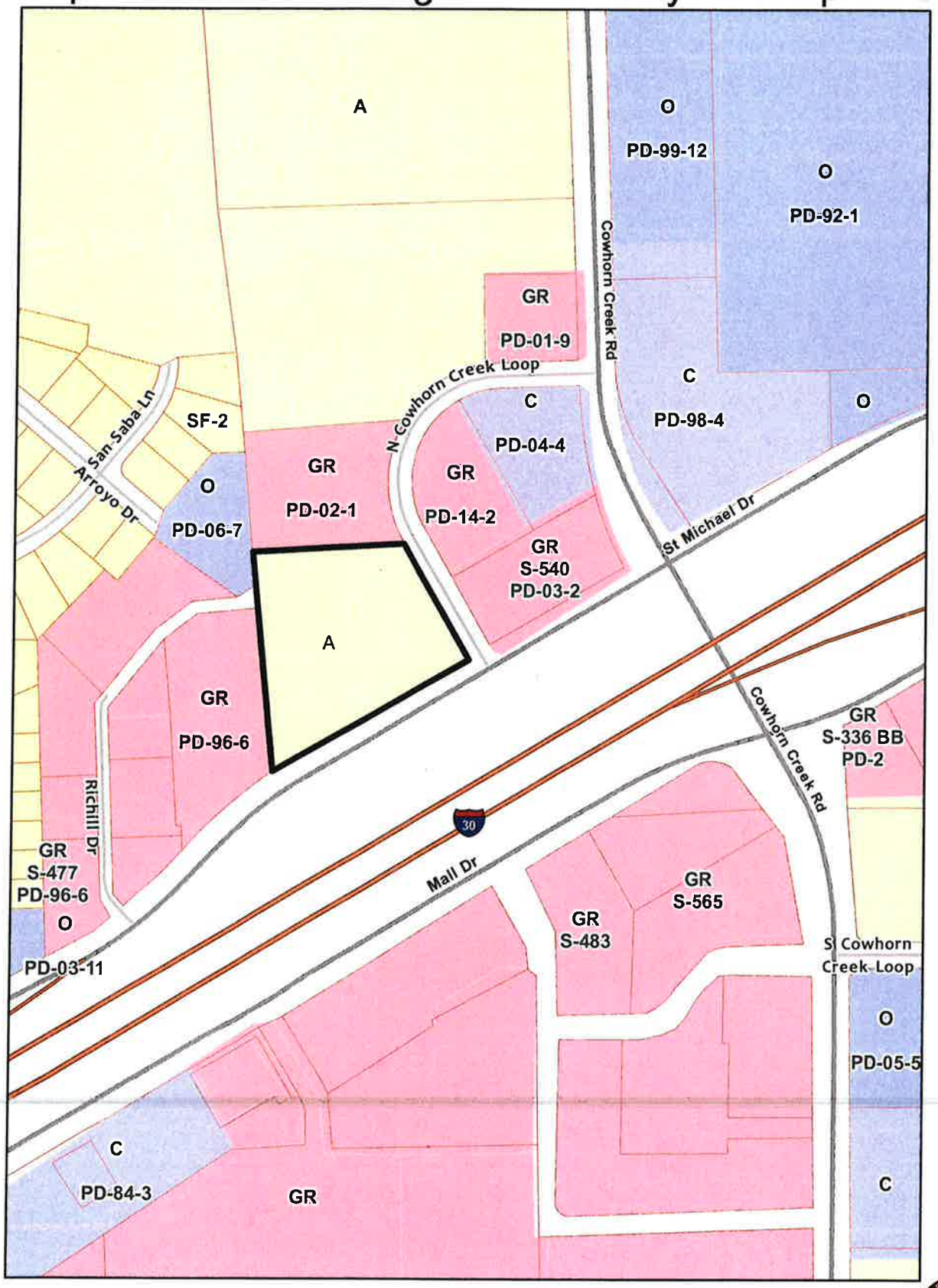
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2020-002 ORD rezoning 3000 blk. St. Michael Dr. (2205 : 2020-002 ORD rezoning from A to PD-GR in 3000 blk. St. Michael Dr.)

3000 blk. St. Michael Drive (Lot 1, Block 1, Marriott Subdivision)
Department of Planning & Community Development



N

1:4,000

Attachment: 2020-002 ATTH 01 (maps) (2205 : 2020-002 ORD rezoning from A to PD-GR in 3000 blk. St. Michael Dr.)

3000 blk. St. Michael Drive (Lot 1, Block 1, Marriott Subdivision)
Department of Planning & Community Development

N

1:2,000

Attachment: 2020-002 ATTH 01 (maps) (2205 : 2020-002 ORD rezoning from A to PD-GR in 3000 blk. St. Michael Dr.)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA	No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

Attachment: 2020-002 Goals & Perspectives (2205 : 2020-002 ORD rezoning from A to PD-GR in 3000 blk. St. Michael Dr.)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 1/10/2020 11:43 AM

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

Subject: Ordinance No. 2020-006 regulating the speed of motor vehicles upon a certain section of FM 559 within the corporate limits of the City of Texarkana, Texas; registering the set speed limits in the City's Traffic Register; and authorizing the Texas Department of Transportation to erect signs.

Briefing: 1/27/2020 **Public Hearing:** 1/27/2020 **Council Vote:** 1/27/2020

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Attached as part of this item is a letter from Rebecca Wells, PE, District Traffic Engineer for the Atlanta District of the Texas Department of Transportation (TxDOT). As per this letter, TxDOT has performed an engineering study and traffic survey on FM 559 (Richmond Rd.). The results of this study indicate that the appropriate maximum speed limits for FM 559 (Richmond Rd.) need to be adjusted. The results of the engineering study above for FM 559 in Texarkana reveals the following speed zones:

- The existing speed zones have changed on the north and south ends of FM 559. The 40 MPH zone on the southern end has been extended north past Moore's Ln. The 45 MPH zone has been eliminated. The city limit has been adjusted to meet the new northern Texarkana city limits. The proposed speed limits will be 40 mph for north and south bound traffic from SH 93 (Summerhill Rd.) to a point 1,100 feet south of Airline Drive, and 50 mph from a point 1,100 feet south of Airline Drive to the north City limit line.

If approved, these changes to the speed limits will be added and kept in the Traffic Register.

Potential Options:

- Approve speed limit change
- Not approve speed limit change

Fiscal Implications:

None

City of Texarkana, Texas

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2020-006 ORD Changing Speed Limit on FM 559 (DOC)
b. 2020-006 EXH 'A' Speed Plan (PDF)
c. 2020-006 ATTH 01 TxDOT Letter (PDF)
d. 2020-006 ATTH 02 TxDOT Proposed Speed Zone Map (PDF)
e. 2020-006 ATTH 03 TxDOT Existing Speed Zone Map (PDF)
f. 2020-006 ATTH 04 FM 559 Existing Speed Limit Map (PDF)
g. 2020-006 ATTH 05 FM 559 Proposed Speed Limit Map (PDF)
h. 2020-006 Goals & Perspectives (DOCX)

Staff Coordination

Public Works Department	Dusty Henslee	Department Head Review	Completed	01/02/2020 3:36 PM
Police	Kevin Schutte	Review	Completed	01/03/2020 11:18 AM
Economic Development	Lisa Thompson	Review	Completed	01/03/2020 2:38 PM
City Manager	Shirley Jaster	City Manager Review	Completed	01/08/2020 1:44 PM
City Council	Vicky Coopwood	Meeting	Completed	01/13/2020 6:00 PM

Meeting History

01/13/20	City Council	MOVED FORWARD	Next: 01/27/20

PUBLISH

ORDINANCE NO. 2020-006

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, REGULATING THE SPEED OF MOTOR VEHICLES UPON A CERTAIN SECTION OF FM 559 WITHIN THE CORPORATE LIMITS OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE TEXAS DEPARTMENT OF TRANSPORTATION TO ERECT SIGNS, PRESCRIBING PENALTIES, REPEALING ALL ORDINANCES IN CONFLICT HEREWITH AND PROVIDING A SAVINGS CLAUSE, DECLARING AN EMERGENCY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas and the Texas Department of Transportation have conducted engineering studies and traffic investigations to determine the reasonable and safe prima facie maximum speeds for motor vehicles upon that section of FM 559 within the corporate limits of the City of Texarkana, Texas; and

WHEREAS, it has been determined by engineering studies and traffic investigations that the reasonable and safe prima facie maximum speeds for motor vehicles traveling upon said section of the hereinabove mentioned highway in the City of Texarkana, Texas should be as set out hereinafter; and

WHEREAS, said section with said reasonable and safe prima facie speed limits as hereinafter set forth has been approved by the Texas Department of Transportation upon its own independent investigations; and

WHEREAS, the Texas Department of Transportation has indicated a willingness to erect signs indicating the reasonable and safe facie maximum speed limits, along said portions of the above mentioned highways within the City of Texarkana, Texas.

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

SECTION 1. That the following prescribed section of FM 559 as indicated on the attached plan marked "**EXHIBIT A"** is regulated as to the speed of motor vehicles traveling thereon in the direction indicated, and it shall be unlawful for the driver of any motor vehicle to drive said vehicle within said section in the direction stated at a speed in excess of the following:

A. FOR TRAFFIC TRAVELING IN A NORTHERNLY DIRECTION ON FM 559.

1. Forty (40) miles per hour from SH 93 (MP 16.199 - Cont.1020-01), north for a distance of 3.019 miles, to a point 1100 feet south of Airline Dr. (MP 13.180 - Cont. 1020-01).

2. Fifty (50) miles per hour from a point 1100 feet south of Airline Dr. (MP 13.180 - Cont. 1020-01) north for a distance of 1.834 miles, to the north Texarkana city limits (MP 11.347 - Cont. 1020-01), except for that portion from a point 950 feet south of FM 2878 (MP 12.263 - Cont. 1020-01) to a point 169 feet north of FM 2878 (MP 12.051 - Cont. 1020-01) north for

Attachment: 2020-006 ORD Changing Speed Limit on FM 559 (2204 : 2020-006 ORD Speed Limit Change to FM 559)

PUBLISH

a distance of 0.212 miles, the speed limit shall be thirty-five (35) miles per hour when the school speed zone flashing beacons are in operation on school days.

B. FOR TRAFFIC TRAVELING IN A SOUTHERNLY DIRECTION ON FM 559.

1. Fifty (50) miles per hour from the north city limits of Texarkana (MP 11.347 - Cont. 1020-01) south for a distance of 1.834 miles, to a point 1100 feet south of Airline Dr. (MP 13.180 - Cont. 1020-01), except for that portion from a point 169 feet north of FM 2878 (MP 12.051 - Cont. 1020-01) to a point 950 feet south of FM 2878 (MP 12.263 - Cont. 1020-01) south for a distance of 0.212 miles, the speed limit shall be thirty-five (35) miles per hour when the school speed zone flashing beacons are in operation on school days.

2. Forty (40) miles per hour from a point 1100 feet south of Airline Dr. (MP 13.180 - Cont. 1020-01) south for a distance of 3.019 miles, to SH 93 (MP 16.199 - Cont.1020-01).

SECTION 2. That the hereinabove speeds for vehicular traffic traveling upon the hereinabove designated section of FM 559 in the direction herein specified be and they are hereby found to be reasonable and safe prima facie speed limits therefore. The fact that this regulation of the speed of motor vehicles is needed, creates an emergency which is for the immediate preservation of public safety and general welfare, requires that this ordinance take effect immediately from and after its passage and it is accordingly so ordained.

SECTION 3. The Texas Department of Transportation is authorized to erect signs indicating the speed limits herein designated.

SECTION 4. That any person violating any provisions of this ordinance shall upon conviction be deemed guilty of a misdemeanor and shall be fined in any sum not to exceed two hundred dollars ($200.00)

SECTION 5. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 6. If any portion of this ordinance shall be judicially determined to be invalid such invalidity shall affect only that portion thereby so found and it shall not be construed so as to affect or otherwise impair the validity of the remaining portions thereof.

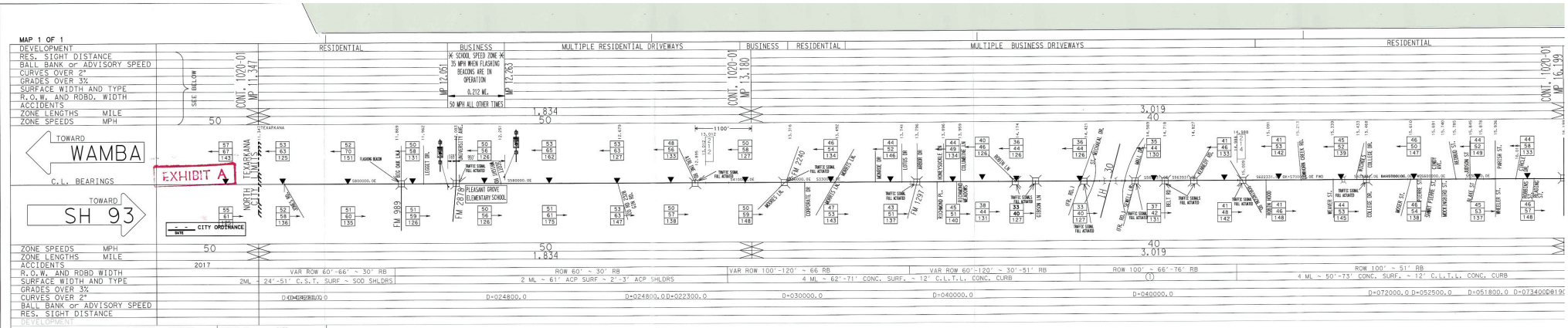
PASSED AND APPROVED in Regular Council Session on this the **27th day of Janaury, 2020.**

ATTEST:

Jennifer Evans, City Secretary

Bob Bruggeman, Mayor

Attachment: 2020-006 ORD Changing Speed Limit on FM 559 (2204 : 2020-006 ORD Speed Limit Change to FM 559)



2020-006 EXH 'A'

Texas Department of Transportation
125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8700 | WWW.TXDOT.GOV

January 2, 2020

Control: 1020-01
Highway: FM 559
City: Texarkana
County: Bowie
Subject: Speed Zoning

Honorable Bob Bruggeman, Mayor
City of Texarkana
P.O. Box 1967
Texarkana, Texas 75504

Dear Mayor Bruggeman,

With reference to a recent engineering study and traffic survey conducted by the Texas Department of Transportation, the appropriate speed zones on FM 559 have been determined. An expedient reply is requested on passage of the city ordinance in order that the speed zones may be in compliance with state traffic law.

The method Texas Department of Transportation uses to set speed limits is a standard used throughout the country. The speed study method is known as the 85th percentile.

The results of the engineering study above for FM 559 in Texarkana reveals the following speed zones:

- The existing speed zones have changed on the north and south ends of FM 559. The 40 MPH zone on the southern end has been extended north past Moores Ln.. The 45 MPH zone has been eliminated. The city limit has been adjusted to meet the new northern Texarkana city limits.

Attached are two copies of a strip map for FM 559, marked "Exhibit A" with a city ordinance. Please return one strip map and a copy of the city ordinance to our office after adoption by the city.

If we can be of any assistance in reviewing these proposals, please feel free to call myself at 903-799-1482 or Henry Snider of this office at 903-799-1312.

Attachment: 2020-006 ATTH 01 TxDOT Letter (2204 : 2020-006 ORD Speed Limit Change to FM 559)

Sincerely,

Rebecca Wells, P.E.
Director of Transportation Operations
Atlanta District

HS
Attachment

Attachment: 2020-006 ATTH 01 TxDOT Letter (2204 : 2020-006 ORD Speed Limit Change to FM 559)

MAP 1 OF 1

DIST. ATLANTA	COUNTY BOWIE	MINUTE NO.	DATE
HIGHWAY FM 559	CITY TEXARKANA	REPLACES	DATE
		REPLACED BY	DATE / /
DATE OF SURVEY 2-23-2018	SCALE 1"=800'	CANCELED BY	DATE / /

LIMITS OF ZONE

SECTION ONE		LENGTH 1.834 MILES		SECTION TWO		LENGTH 3.047 MILES	
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
	11.347	1020-01			13.180	1020-01	
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT
	13.180	1020-01			16.226	1020-01	

SPZ10201TEXARKANA2006.dgn

42 / 62 / 125	85 PERCENTILE SPEED / TOP SPEED MEASURED / NUMBER OF CARS CHECKED
●	FATAL ACCIDENT
◐	PERSONAL INJURY ACCIDENT
○	PROPERTY DAMAGE ACCIDENT
▬	INDICATES SECTION ZONED BY COMMISSION MINUTE

SPEED ZONE

MAP 1 OF 1

DIST. ATLANTA	COUNTY BOWIE	MINUTE NO.	DATE
HIGHWAY FM 559	CITY TEXARKANA	REPLACES 109445	DATE 9-25-03
		REPLACED BY	DATE / /
DATE OF SURVEY 7-24-2006	SCALE 1"=800'	CANCELED BY	DATE / /

LIMITS OF ZONE

SECTION ONE	LENGTH	MILES	SECTION TWO	LENGTH	MILES
BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. & SECT.	PROJECT
ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. & SECT.	PROJECT

SPZ10201TEXARKANA2006.dgn

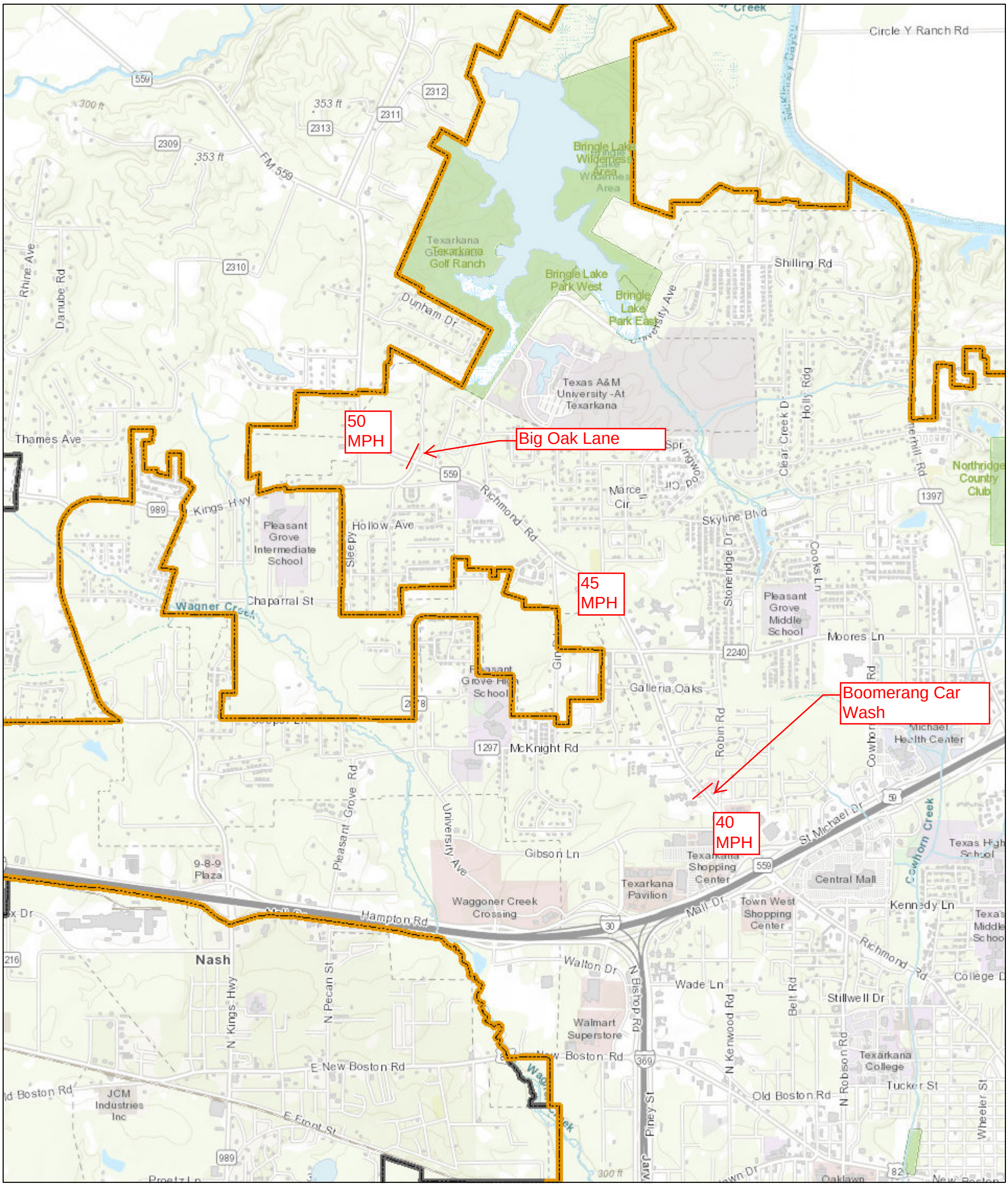
42 — 85 PERCENTILE SPEED
62 — TOP SPEED MEASURED
125 — NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◑ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT
▬ INDICATES SECTION ZONED BY COMMISSION MINUTE

SPEED ZONE

Attachment: 2020-006 ATTH 03 TxDOT Existing Speed Zone Map (Revision 1) (2204 : 2020-006 ORD Speed Limit Change to FM 559)

FM 559 Existing Speed Zones



1/7/2020 12:57:19 PM

1:36,112

0 0.4 0.8 1.6 mi

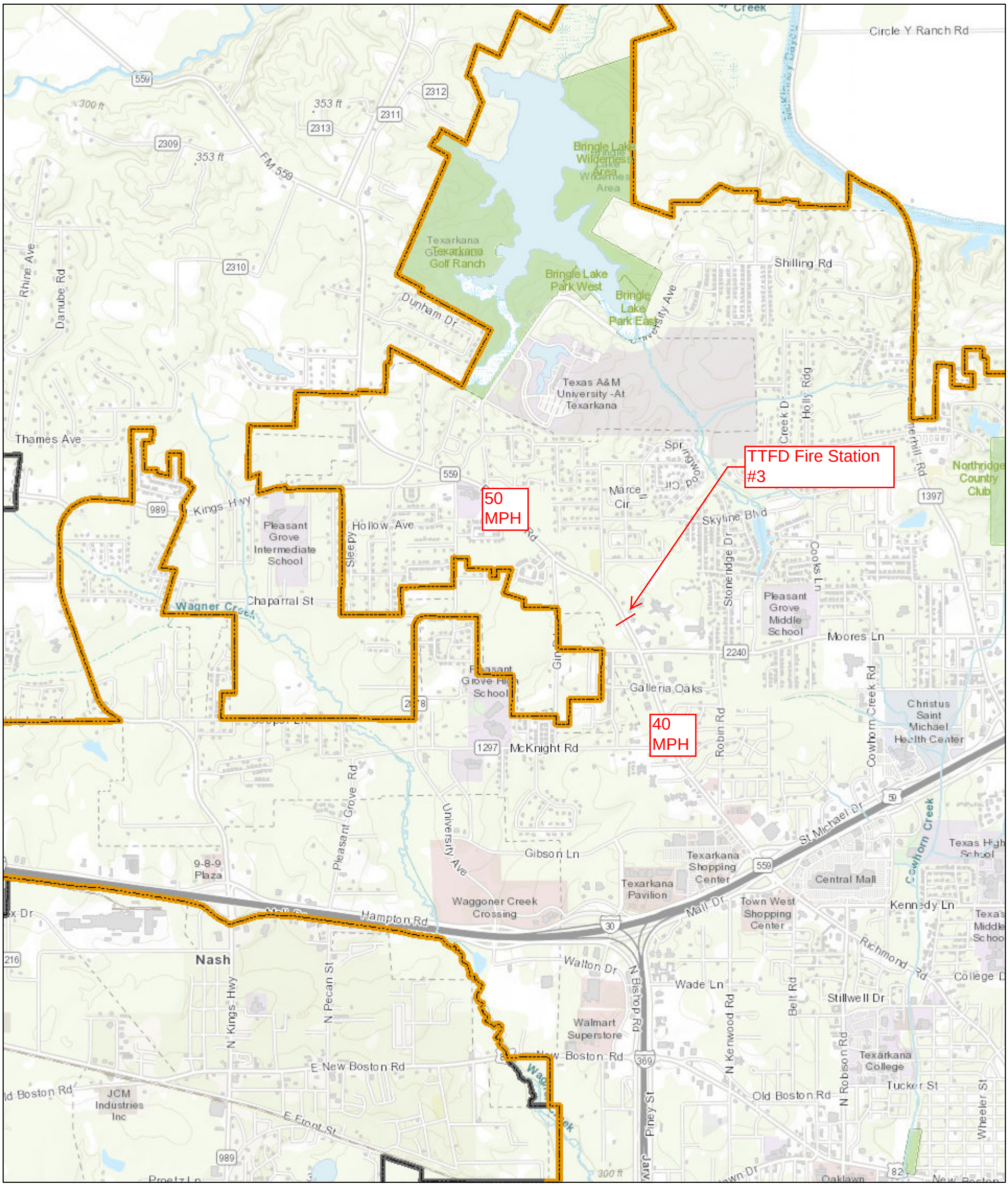
0 0.5 1 2 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
TWU-GIS

Web AppBuilder for
City of Texarkana, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | Pictometry, TWU | TWU-GIS | TWU, Miller Cou

Attachment: 2020-006 ATTH 04 FM 559 Existing Speed Limit Map (2204 : 2020-006 ORD Speed Limit Change to FM 559)

FM 559 Proposed Speed Zones



1/7/2020 12:57:50 PM

1:36,112

0 0.4 0.8 1.6 mi

0 0.5 1 2 km

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community
TWU-GIS

City of Texarkana, Texas Parks & Wildlife, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA | Pictometry, TWU | TWU-GIS | TWU, Miller Cou
Web AppBuilder for

Attachment: 2020-006 ATTH 05 FM 559 Proposed Speed Limit Map (2204 : 2020-006 ORD Speed Limit Change to FM 559)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-006 Goals & Perspectives (2204 : 2020-006 ORD Speed Limit Change to FM 559)

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 1/10/2020 11:45 AM

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

Subject: Ordinance No. 2020-008 amending Article IV (access driveways) of Chapter 130 of the Code of Ordinances by adding subsection 130-120(1-a) to provide for limited authority and minimum construction requirements for a singular access driveway from a public street to an abutting rear yard of a single residential unit.

Briefing: 1/27/2020 **Public Hearing:** 1/27/2020 **Council Vote:** 1/27/2020

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Executive Summary and Background Information:

Article II, section 4, of the City Charter vests the City Council with broad authority over public areas, including streets:

> The city council, subject to the provisions of this Charter, shall have the power to lay out, establish, open, restore, widen, extend, grade, narrow, care for, pave, supervise, maintain and improve streets, alleys, sidewalks, squares, parks, public places and bridges and shall have exclusive power and control over the same and over such streets, alleys, sidewalks and public places and bridges that now or which shall hereafter exist in said city, and shall have the power to vacate and close them, and to regulate the use thereof, to prevent the construction on or to require the removal from the streets, alleys, highways, public places and sidewalks of said city of obstruction telegraph poles, telephone poles, street railway and other poles carrying electric current or wires, signs, fruit stands, showcases and encroachments of every kind and character upon said streets and sidewalks, provided the same does not interfere with or violate the provisions of any franchise heretofore granted by the City of Texarkana, Texas, or contracts now existing.

Article IV of Chapter 130 of the Code of Ordinances—the "streets and sidewalks" chapter—governs "Access Driveways". Section 130-120 governs minimum construction requirements for access driveways. There are two broad categories of access driveways identified in the chapter. The first subsection of Section 130-120 identifies one category of driveways as providing singular access to a single residential unit. Code § 130-120(1). The next subsection contains a second category applicable to driveways providing access to parking lots; private drives or streets serving multiple-residential units, driveways to educational, medical or religious facilities; driveways to public or private office facilities; and driveways to any retail,

commercial or industrial type facilities. Code §§ 130-120(2). Additional subsections broadly require compliance with drainage requirements and owner responsibility for construction and maintenance. Code §§ 130-120(3), (4). Compliance with Article IV and issuance of a permit to construct an access driveway relieves the grantee of the obligation to secure a curb cut permit. Code § 130-123(c).

The proposed amendment to Chapter 130 would expand the categories of residential access driveways to include, in limited circumstances, an access driveway from a public street to an abutting "rear yard". Up to now, the City Council has not granted such authority nor set minimum construction requirements for such a driveway. As proposed, the authority granted for such a driveway would require the exercise of discretion by the city engineer when evaluating if the rear yard cannot be reasonably accessed from a driveway to a residential unit; the factors for the city engineer to consider when exercising such discretion include a change in elevation, natural barriers (e.g., creek or drainage ditch), drainage facilities (e.g., box culvert or improved stormwater drain), the existence of other natural or artificial barriers, or, if applicable, the flood plain. Exhibit A to the briefing materials depicts a front yard and a rear yard abutting different public streets and a physical barrier separating the front and rear yards.

The proposed amendment to Chapter 130 would also limit any "rear yard" access driveway to only a singular access (that is, only one "curb cut" or access from the street to the rear yard). Minimum construction requirements would include the same requirements applicable to an access driveway for a residential unit in addition to a minimum width of twelve feet (12') and a maximum width of fifteen feet (15').

Placing this new category of access driveway within Article IV of Chapter 130, and specifically within Section 130-120, would make applicable the same plan submission, permit requirements, and other criteria which pertain to access driveway requests generally. Exhibit B to the briefing materials contains the entirety of the "Access Driveways" chapter of the Code with the proposed addition of Section 130-120(a-1) highlighted.

The proposed amendment does not place any restriction on bicycle or pedestrian facilities.

The proposed amendment does not authorize – and makes clear that nothing in the Code authorizes – a driveway connecting the streets of lots that have double frontage.

Potential Options:

- Authorize an access driveway to a rear yard abutting a public street by either approving the proposed ordinance without changes or directing staff to revise the proposed ordinance per Council direction
- Decline granting authority for an access driveway to a rear yard abutting a public street.

Fiscal Implications:

None

Staff Recommendation:

The Council has the sole discretion whether to authorize or not authorize an access driveway to a rear yard abutting a public street.

If the Council chooses to authorize such an access driveway, then staff recommends approval of this ordinance.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2020-008 ORD Amend 130-120 rear yard access v3 (DOCX)
b. 2020-008 Exhibit 'A' Diagram (PDF)
c. 2020-008 Exhibit 'B' - Code Revision Section (DOCX)
d. 2020-008 Goals & Perspectives (DOCX)

Staff Coordination

Public Works Department	Dusty Henslee	Department Head Review	Completed	01/07/2020 3:12 PM
Planning and Community Development	David Orr	Review	Completed	01/07/2020 5:05 PM
Building Code Administration	Jennifer Evans	Review	Skipped	01/09/2020 3:00 PM
City Attorney	Jennifer Evans	Review	Skipped	01/09/2020 10:14 AM
City Manager	Shirley Jaster	City Manager Review	Completed	01/10/2020 8:44 AM
City Council	Vicky Coopwood	Meeting	Completed	01/13/2020 6:00 PM

Meeting History

01/13/20 City Council MOVED FORWARD Next: 01/27/20

PUBLISH

ORDINANCE NO. 2020-008

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING ARTICLE IV (ACCESS DRIVEWAYS) OF CHAPTER 130 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, BY ADDING SUBSECTION 130-120(1-a) TO PROVIDE FOR LIMITED AUTHORITY AND MINIMUM CONSTRUCTION REQUIREMENTS FOR A SINGULAR ACCESS DRIVEWAY FROM A PUBLIC STREET TO AN ABUTTING REAR YARD OF A SINGLE RESIDENTIAL UNIT; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Article II, Section 4 of the City Charter vests the City Council with broad power and discretion over public streets; and

WHEREAS, Article IV of Chapter 130 of the City's Code of Ordinances regulates access driveways, and Section 130-120 establishes minimum construction requirements for various categories of access driveways; and

WHEREAS, the Code of Ordinances expressly recognizes that a "rear yard" may abut a public street [*see* Code § 140-142(b)]; and

WHEREAS, heretofore, the City Council has ordained neither authority nor minimum construction requirements in the Code of Ordinances for an access driveway from a public street to an abutting "rear yard"; and

WHEREAS, the City Council finds and determines that limited authority should be ordained together with establishing minimum construction requirements for an access driveway from a public street to an abutting "rear yard".

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

SECTION 1: Article IV of Chapter 130 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended to add the following new subsection 130-120(1-a), to read as follows:

(1-a) When a rear yard of a single residential unit abuts a street, the city engineer may approve a driveway providing singular access from the street to the rear yard if, in the discretion of the city engineer, the rear yard cannot be reasonably accessed from a driveway described in section 130-120(1). Factors to be considered by the city engineer when exercising such discretion may include a change in elevation, natural barriers (e.g., creek or drainage ditch), drainage facilities (e.g., box culvert or improved stormwater drain), the existence of other natural or artificial barriers, or, if applicable, the flood plain. Any driveway approved under this subsection must meet the minimum construction requirements of section 130-120(1), have a minimum width of twelve feet (12'), and not exceed a maximum

Attachment: 2020-008 ORD Amend 130-120 rear yard access v3 (2206 : 2020-008 ORD Amending Article IV of Chapter 130 of the Code of

PUBLISH

width of fifteen feet (15'). This subsection does not restrict bicycle or pedestrian facilities. Where lots have double frontage, running through from one street to another, nothing in this Code authorizes a driveway connecting both streets.

SECTION 2: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the City Charter of the City of Texarkana, Texas.

SECTION 3: This Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **27th day of January, 2020**.

ATTEST:

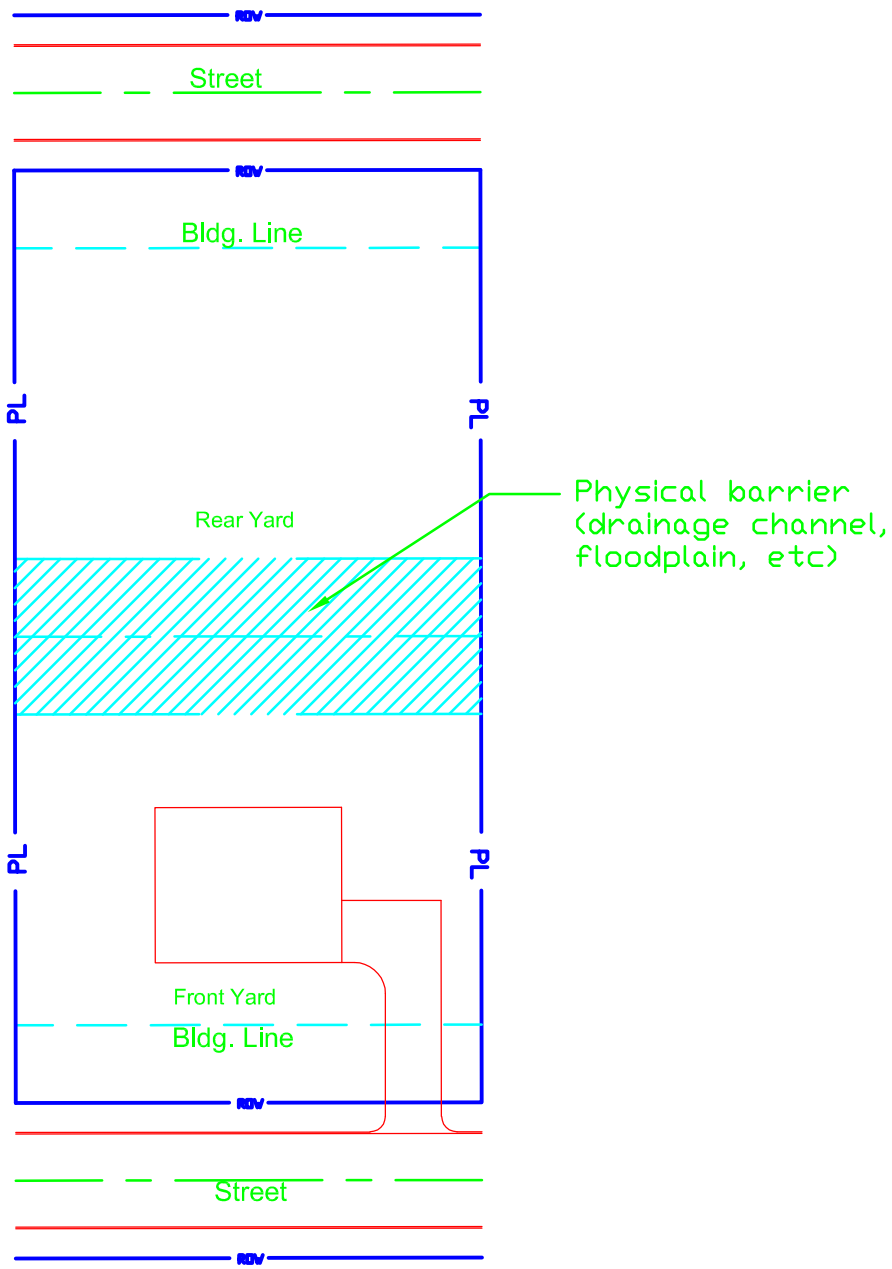
_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2020-008 ORD Amend 130-120 rear yard access v3 (2206 : 2020-008 ORD Amending Article IV of Chapter 130 of the Code of

Exhibit "A"

2020-008 EXH 'A'



Attachment: 2020-008 Exhibit 'A' Diagram (2206 : 2020-008 ORD Amending Article IV of Chapter 130 of the

Exhibit B

ARTICLE IV. - ACCESS DRIVEWAYS

Sec. 130-117. - State regulations—Adopted.

The pamphlet known as the "Access Management Manual," published July 2011, by the Texas Department of Transportation, is hereby adopted by the city council as though set out herein in full.

(Code 1961, § 24-61; Ord. of 4-27-1954, § 1; Ord. No. 40-65, § 1, 5-10-1965)

Sec. 130-118. - Same—Filing and distribution of copies.

The city secretary shall maintain a copy of the pamphlet "Access Management Manual," adopted by section 130-117, on file in the secretary's office at all times, and the secretary shall procure extra copies for distribution at a reasonable fee.

(Code 1961, § 24-62; Ord. of 4-27-1954, § 5)

Sec. 130-119. - Curbs for new driveways.

Commercial access driveways within the city under construction on April 27, 1954, or altered, repaired or rebuilt after such date, and any commercial access driveways built after such date anywhere within the city limits shall be provided with a curb not less than ten feet from the corner of the intersection streets' right-of-way, such curb shall conform to that line established for curbs for each of the intersection streets.

(Code 1961, § 24-63; Ord. of 4-27-1954, § 2; Ord. No. 40-65, § 2, 5-10-1965)

Sec. 130-120. - Minimum construction requirements.

That portion of access driveway constructed upon public street rights-of-way (i.e., from curbline or pavement edge to street right-of-way line) shall meet the minimum criteria for use classification as follows:

(1) Driveways providing singular access from the street to a single residential unit shall be constructed of Class "A" (3,000 psi test) concrete. Minimum slab thickness shall be four inches, if reinforced with six inches by six inches by ten gauge welded wire mesh or its equivalent, or five inches if nonreinforced. Subgrade shall be well compacted, and an expansion joint shall be installed at the right-of-way line. Where existing curb, gutter and/or street pavement must be removed to allow proper construction, the limits of the area to be removed shall be saw-cut or scored in an approved manner, and the removal accomplished so as to provide a neat line and a vertical face exposed. The use of alternate materials and methods will be considered, provided a detailed design by a registered professional engineer is submitted, including the engineer's certification that the alternate proposed will provide equal or greater strength and durability than those specified above.

Attachment: 2020-008 Exhibit 'B' - Code Revision Section (2206 : 2020-008 ORD Amending Article IV of Chapter 130 of the Code of Ordinances)

(1-a) When a rear yard of a single residential unit abuts a street, the city engineer may approve a driveway providing singular access from the street to the rear yard if, in the discretion of the city engineer, the rear yard cannot be reasonably accessed from a driveway described in section 130-120(1). Factors to be considered by the city engineer when exercising such discretion may include a change in elevation, natural barriers (e.g., creek or drainage ditch), drainage facilities (e.g., box culvert or improved stormwater drain), the existence of other natural or artificial barriers, or, if applicable, the flood plain. Any driveway approved under this subsection must meet the minimum construction requirements of section 130-120(1), have a minimum width of twelve feet (12'), and not exceed a maximum width of fifteen feet (15'). This subsection does not restrict bicycle or pedestrian facilities. Where lots have double frontage, running through from one street to another, nothing in this Code authorizes a driveway connecting both streets.

(2) Driveways providing access from a street to a parking lot; to a private drive or street serving multiple-residential units; to educational, medical or religious facilities; to public or private office facilities and to any retail, commercial or industrial type facilities shall be constructed of Class "A" (3,000 psi test) concrete on a well compacted subgrade. Minimum slab thickness shall be five inches, if reinforced with six inches by six inches by six gauge welded wire mesh, or six inches if nonreinforced. Removal of existing curb, gutter and/or street pavement shall conform to the requirements set forth in subsection (1) of this section, as will consideration of use of alternate materials and methods of construction.

(3) All driveways shall be constructed to maintain or improve the drainage conditions in the area of the driveway. Gutter line grade shall be carefully maintained and driveway construction shall be such that storm flow is maintained in the gutter. Where driveways cross drainage ditches or swales, the city engineer's office shall determine pipe size or capacity requirements for driveway culverts or swale sections as conditions dictate. In general, the minimum pipe size allowed will be 18 inches in diameter. Fifteen-inch diameter pipe may be allowed only in instances where larger diameter pipe is not needed and could not function properly due to conditions. In general, the minimum culvert length shall be the paved driveway width, plus two foot shoulders each side if vertical headwalls are constructed. Otherwise, add a minimum additional two feet length each side for each one foot depth from top of driveway to bottom of ditch to provide a maximum 2:1 end slope on backfill. Culvert pipe shall be of approved reinforced concrete construction. Alternate pipe material that will be considered, includes metals and plastics which are designed to carry H-15 loadings, are coated or treated to withstand corrosion, and provided that ends are protected by headwalls or concrete sloped end treatment. In general, the location of the culvert pipe in relation to the street pavement edge shall be a minimum of three feet for shoulder width plus three feet for each foot of ditch depth to provide a maximum 3:1 front slope for the ditch. Adjacent ditch lines shall be transitioned and reshaped as necessary to accommodate the culvert location. The driveway over the culvert pipe should be swaled where possible to provide overflow capability.

(4) Construction and maintenance of the access driveway is the responsibility of the owner of the property served. When requested, the city may, at its option, assist in the construction or reconstruction of driveway culverts only to the extent of installing and backfilling the culvert pipe furnished by the property owner and reshaping adjacent ditches.

(Code 1961, § 24-63.1; Ord. No. 11-88, § 1, 1-25-1988)

Attachment: 2020-008 Exhibit 'B' - Code Revision Section (2206 : 2020-008 ORD Amending Article IV of Chapter 130 of the Code of Ordinances)

Sec. 130-121. - Curbs for existing driveways.

At access driveways existing in the city prior to April 27, 1954, should the city council find, by resolution with notice to the property owner, lessee and any person having any interest in the property, that the lack of curbing at the corner of intersecting streets constitutes a traffic hazard and that curbing is necessary to the public convenience for the control of traffic, the city council may order the city engineer to erect a proper curb on the right-of-way, at the expense of the city.

(Code 1961, § 24-64; Ord. of 4-27-1954, § 4)

Sec. 130-122. - Parking aprons for angle parking between curb or pavement edge and property line.

Permits for the construction of parking aprons for angle parking between the curb or pavement edge and the property line shall be issued only for city streets classed as secondary or minor and only under the following conditions:

(1) The parking apron shall extend the full length of the block from curb radii to curb radii of adjoining side streets.

(2) The parking apron shall be constructed of Class "A" (five sack, 3000 psi test) concrete, reinforced with six inches by six inches by six welded wire mesh. The apron slab shall be a minimum of six-inch thickness and shall be placed on a prepared, well compacted subbase. An integral concrete curb shall be constructed along the edges of the parking apron which do not connect to the street proper. Said curb shall be six inches minimum thickness and extend a minimum vertical distance of six inches above the parking slab.

(3) The grantee shall construct and maintain an unobstructed pedestrian walk along and adjoining the curb of the parking apron for the length thereof. The walk shall be constructed of Class "A" concrete (five sack, 3,000 psi test), it shall be a minimum of four feet wide and four inches thick and shall be poured on a prepared, well compacted subbase.

(4) Drainage shall be maintained by the installation of drainage tile where necessary and/or by grading the parking apron to drain to existing gutters, catchbasins or drainageways.

(Code 1961, § 24-64.1; Ord. No. 40-65, § 3, 5-10-1965)

Sec. 130-123. - Plans and specifications; compliance with article; permit required; fees.

(a) *Application for permit.* Any person desiring to construct an access driveway or single parking apron connecting to any street or highway within the corporate limits of the city shall make application for a permit from the department of public works of the city. The applicant for such permit shall submit plans and specifications covering the work proposed showing all dimensions, property lines, sizes and other pertinent information necessary for review. Such information may be included on plat plans presented for building permits in case of new construction. In the event such work is contemplated along a state highway, two sets of plans and specifications will be required.

(b) *Permit required.* A valid permit to construct access driveways and/or angle parking aprons will be required in addition to building permits.

(c) *Fees set.* The fee for the issuance of a permit to construct access driveways or parking aprons along any street or highway in the corporate limits of the city shall be in an amount as

Attachment: 2020-008 Exhibit 'B' - Code Revision Section (2206 : 2020-008 ORD Amending Article IV of Chapter 130 of the Code of Ordinances)

established by the city council from time to time and is on file in the city secretary's office or city website. The issuance of this permit shall relieve the grantee of the grantees obligation to secure a curb cut permit as required in article III of this chapter.

(d) *Compliance with article.* The city engineer shall require all plans and specifications to be submitted to the engineer by either the contractor, property owner or other person having an interest in the property, who applies for a building permit, to show compliance with this article, and should the person applying for a building permit refuse to comply with this article, the permit shall not be issued. If the plans and specifications show a compliance with this article and the permit is issued, and the construction fails to comply with this article, the city engineer shall immediately notify the contractor, owner or person authorizing the building and construction, and the chief executive officer of the city and, if necessary, the chief executive officer may instruct the city attorney to institute proceedings in any court to require compliance with this article, or cessation of the work until the article is complied with.

(Code 1961, § 24-65; Ord. of 4-27-1954, § 3; Ord. No. 40-65, § 4, 5-10-1965; Ord. No. 11-88, § 2, 1-25-1988)

Secs. 130-124—130-144. - Reserved.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2020-008 Goals & Perspectives (2206 : 2020-008 ORD Amending Article IV of Chapter 130 of the Code of Ordinances)