CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● APRIL 24, 2017

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Willie Ray	Ward 2	Absent	
Betty Williams	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Kyle Dooley, Kristin Peeples, Robby Robertson, Dusty Henslee, Sharon Moore, David Orr, Jim Powell, J.D. Phillips, Karey Parker, Mashell Daniel, Lisa Thompson, Eric Schlotter, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER CHRISTY PADDOCK

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, May 8, 2017 at 6:00 p.m.
Monday, May 22, 2017 at 6:00 p.m.
Monday, June 12, 2017 at 6:00 p.m.

Parks & Recreation Events:

April 29th	Community Garage Sale	Spring Lake Park
April 29th	Dragon Boat Races	Bringle West Park
May 1st	Commercial Softball League Begins	Wallace Park
May 6th	Wine Festival	Spring Lake Park

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

Mayor Bruggeman shared several comments with the audience:

Though absent from the meeting, Council Member Ray was wished a happy birthday.

Future Leaders Exchange (FLEX) students Loridana Braga from Moldova and Elena Rossi from Italy were thanked for their community service and academic achievements demonstrated at Texas High School. Both students expressed appreciation for Texarkana's hospitality and welcoming spirit shown while staying in the United States. Mayor Bruggeman gave each student a city lapel pin.

Council Member Matthews was a nominee for the Wilbur (Smith) Award in the category of local excellence in community leadership. The Believe in Beverly Neighborhood Association received the Wilbur Award for best community organization.

Council Member Williams was thanked for her community beautification efforts displayed in repotting flowers in front of the Bi-State Justice building this past weekend.

On April 25th, Texarkana College will host various activities in promotion of higher education. The Education Strategic Plan for Texas or "60X30TX" is a statewide program setting the goal of having 60 percent of Texans between the ages of 25-34 hold a postsecondary credential or degree by the year 2030. This goal is designed to accommodate future workforce needs and help Texas remain as a competitive and prosperous state.

Bryce's Cafeteria is closing at the end of April. The Lawrence family has been serving local citizens since 1931. After eight decades of home cooking and friendly service, the restaurant will be greatly missed.

The Mayor welcomed Bowie County Judge James Carlow, New Boston Mayor Johnny Branson, and incoming Maud Mayor David Gibson to the meeting.

Presentations

Patrick Smith, Commander of American Legion Post 25, along with Wendell Van Hook, presented 13 participants in the Texas Boys State program. The program is an educational overview of government at the local, county, and state level. The program brings together students who have exhibited strong academic potential, solid leadership skills, dedicated commitment to service, and strength shown in character.

Mayor Bruggeman also attended this program in 1979. These local area high school students will attend the 77th anniversary program at the University of Texas at Austin June 11-16, 2017. Each delegate received a city lapel pin.

Appointments to Boards & Commissions

Council Member Matthews recommended the appointments of Steven McCowan and Charles Tyous to the Building & Standands Committee.

1. Motion to make appointments to the Building & Standards Committee.

   (6:29 p.m.)

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

2. Mayor Bruggeman reappointed Denis Washington to the TexAmericas Center board.

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

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

There were no public comments made at Open Forum.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:31 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on April 10, 2017 at 6:00 PM.

2. Consider approval of the minutes of the Joint City Committee Special Meeting of the City Council held on April 11, 2017 at 3:00 PM.

Action Items - None

VI. FIRST BRIEFINGS

1. Ordinance No. 2017-045 amending the Code of Ordinances Chapter 18 "Fire Protection and Emergency Medical Services", Section 18.14 "Outdoor Burning".

   Public Hearing: May 8, 2017
   Second Briefing: May 22, 2017
   Council Vote: June 12, 2017

   Eric Schlotter briefed this item.

RESULT:	**MOVED FORWARD**	**Next: 5/8/2017 6:00 PM**

2. Ordinance No. 2017-048 rezoning Lot 11, Block 6, Richmond Hills 2nd Addition, located at 3102 Richmond Road. Office to General Retail. Gary Treadway, applicant.

   Public Hearing: May 8, 2017
   Second Briefing: May 22, 2017
   Council Vote: June 12, 2017

   David Orr briefed this item.

RESULT:	**MOVED FORWARD**	**Next: 5/8/2017 6:00 PM**

3. Ordinance No. 2017-049 approving contracts for the design of the Perot Theater Restoration Project in an amount not to exceed Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50) and the design of the Downtown Art Park Project in an amount not to exceed Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50) and amending the budget for the 2017 Bond Fund for the fiscal year beginning October 1, 2016 and ending September 30, 2017 for a total of Two Million Four Thousand Four Hundred Sixty-Seven Dollars and No Cents ($2,004,467.00) for the design of the Perot Theater Restoration Project ($705,983.50), the design of the Downtown Art Park Project ($705,983.50), the design of the Airport Terminal Project ($50,000.00), and the design of the Fire Station Relocation Project ($542,500.00).

   Public Hearing:
   Second Briefing:
   Council Vote: April 24, 2017

   Kristin Peeples briefed this item. David Orr also made additional comments.
   (6:38 p.m.)

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

4. Resolution No. 2017-050 authorizing the City Manager to enter into an agreement for legal services with Lynn, Ross & Gannaway, LLC.

Public Hearing: May 8, 2017
Second Briefing: May 22, 2017
Council Vote: June 12, 2017

Jim Powell briefed this item.

RESULT:	**MOVED FORWARD**	**Next: 5/8/2017 6:00 PM**

VII. PUBLIC HEARINGS

1. Motion to move Resolution No. 2017-038 up for council vote.

(6:43 p.m.)

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

2. Resolution No. 2017-038 supporting the Riverbend Water Resource District in implementing the Corps of Engineers' Lake Wright Patman Ultimate Rule Curve and obtaining future water rights in Lake Wright Patman.

Public Hearing: April 24, 2017
Second Briefing: May 8, 2017
Council Vote: May 22, 2017

Steve Mayo addressed council during this hearing. Mayor Bruggeman thanked Executive Director Liz Fazio Hale and board members of the Riverbend Water Resources District for their attendance in support of this resolution.
(6:44 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Williams, Matthews, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman

3. Motion to move Ordinance. No. 2017-039 up for council vote.

(6:45 p.m.)

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

4. Ordinance No. 2017-039 amending the Code of Ordinances Chapter 28 "Offenses and Miscellaneous Provisions", Sec. 28-237 concerning building construction hours of operation.

Public Hearing: April 24, 2017
Second Briefing: May 8, 2017
Council Vote: May 22, 2017

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Williams, Matthews, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman

5. Motion to move Resolution No. 2017-040 up for council vote.

(6:46 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Josh Davis, Ward 6
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Williams, Matthews, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman

6. Resolution No. 2017-040 approving and adopting an amendment to the Municipal Solid Waste Collection and Transportation Agreement.

Public Hearing: April 24, 2017
Second Briefing: May 8, 2017
Council Vote: May 22, 2017

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

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

7. Motion to move Resolution No. 2017-041 up for council vote.

(6:48 p.m.)

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

8. Resolution No. 2017-041 approving and authorizing the City Manager to enter into a one (1) year contract with four (4) additional one (1) year renewal options with DAM Investments, LLC, dba US Lawns of Texarkana, LLC, to supply mowing and landscaping services for selected city parks and University Avenue in an amount not to exceed $148,757.10.

Public Hearing: April 24, 2017
Second Briefing: May 8, 2017
Council Vote: May 22, 2017

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Josh Davis, Ward 6
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Williams, Matthews, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman

9. Motion to move Resolution No. 2017-042 up for council vote.

(6:49 p.m.)

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

10. Resolution No. 2017-042 authorizing the City Manager to enter into a contract for the repairing and repainting of the Walnut Street and West Fourth Street elevated water storage tanks in an amount not to exceed $445,000.00.

    Public Hearing: April 24, 2017
    Second Briefing: May 8, 2017
    Council Vote: May 22, 2017

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

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian Matthews, Ward 4
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Williams, Matthews, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman

11. Motion to move up Resolution No. 2017-043 up for council vote.

    (6:51 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Christy P. Paddock, Ward 5
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Williams, Matthews, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman

12. Resolution No. 2017-043 authorizing Texarkana Water Utilities to be charged an administrative fee by the City's General Fund.

    Public Hearing: April 24, 2017
    Second Briefing: May 8, 2017
    Council Vote: May 22, 2017

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

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

VIII. SECOND BRIEFING WITH UPDATES - NONE

IX. SECOND BRIEFING WITHOUT UPDATES

1. Motion to move Ordinance No. 2017-034 up for council vote.

(6:52 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Williams, Matthews, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman

2. Ordinance No. 2017-034 amending Chapter 100 "General Administrative Provisions" and Chapter 105 of the Land Development Code "Buildings & Construction" for clarification purposes by changing Sec. 105-8 from "Required" to "Permit Required", adding Sec. 105-9 "Stop Work Order", and adding Sec. 105-10 "Offense; Penalty."

Public Hearing: April 10, 2017
Second Briefing: April 24, 2017
Council Vote: May 8, 2017

(6:53 p.m.)

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

X. ITEMS FOR DISCUSSION

Staff Updates - There were no updates for council.

XI. ADMINISTRATIVE COMMENTS

1. City Council

   Council Member Davis thanked staff for beginning the concrete streets reconstruction project in the Forest Lake subdivision. Citizens living in this area have been patient and are very grateful that this project is finally moving forward.

2. City Staff

   City Manager Whitson thanked the council for expediting agenda items related to the Capital Improvement Plan projects.

   These council actions are advancing key projects in various parts of the city that are not only scheduled for fiscal year 2017 but also fiscal year 2018. Staff is very eager to oversee these much needed projects.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:57 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Brian Matthews, Ward 4
SECONDER:	Betty Williams, Ward 3
AYES:	Matlock, Williams, Matthews, Paddock, Davis
ABSENT:	Ray
EXCUSED:	Bruggeman

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

CITY OF TEXARKANA

CITY COUNCIL

MINUTES ● APRIL 10, 2017

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Willie Ray	Ward 2	Present	
Betty Williams	Ward 3	Present	
Brian Matthews	Ward 4	Present	
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Kyle Dooley, Dusty Henslee, Robby Robertson, J.D. Phillips, Sherry Jackson Hawkins, Eric Schlotter, Mashell Daniel, Jim Powell, Karey Parker, and David Orr.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER JOSH DAVIS

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, April 24, 2017 at 6:00 p.m.
Monday, May 8, 2017 at 6:00 p.m.
Monday, May 22, 2017 at 6:00 p.m.

Upcoming Joint City Meeting:

Mike Malone reminded everyone that the Texarkana Chamber of Commerce will host a "Joint Texarkana Community Committee" meeting with Texarkana, Arkansas on Tuesday, April 11, 2017 at 3:00 p.m. The meeting will be held at the Ark-Tex Council of Governments building located at 4808 Elizabeth Street. The meeting will be open to the public. The topics of discussion will be an update on the Texarkana Regional Airport and planning for current and future water needs.

Minutes Acceptance: Minutes of Apr 10, 2017 6:00 PM (Consent Items)

Parks & Recreation Events:

April 18th	Church Softball League Begins	Wallace Park
April 21st - 23rd	Scout-O-Rama	Spring Lake Park
April 29th	Community Garage Sale/Electronics Recycle Day	Spring Lake Park
April 29th	Dragon Boat Races	Bringle West Park
May 1st	Commercial Softball League Begins	Wallace Park
May 6th	Wine Festival	Spring Lake Park

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

Mayor Bruggeman made several announcements:

Thanks was given to the Texas A&M - Texarkana participants and city staff for community service projects completed during the "Big Event" held on April 8th. Numerous activities and beautification improvements were made around the city throughout the day-long event.

The footwear retailer Payless ShoeSource has decided to close several stores nationwide, but the three Texarkana stores will remain open. This is very good news for the local economy.

Citizens were encouraged to sign-up and register at the city's website to receive notification when council meeting agendas are posted. Citizens can click on "City Meeting Video and Agendas" at the bottom of the website's main page and follow the instructions.

A welcome was extended to scout leader and the boy scouts of Troop 16.

The city will be hosting its third Comprehensive Plan town hall meeting on Thursday, April 20th at 6:00 p.m. The meeting will be held at the Texarkana Convention Center located at 4610 Cowhorn Creek Road. The Comprehensive Plan is a very important document that guides the city for its future development. Citizens are invited to attend.

Presentations

Jami Taylor and Pam Nicholson shared information about the "Autism Speaks" program which is designed to educate the community about the effects of autism on individuals and their families.

A special event to raise awareness and understanding of autism is scheduled for April 22nd from 11:00 a.m. to 6:00 p.m. and April 23rd from 2:00 p.m. to 6:00 p.m. The event will be held at Candlewood Suites located at 2901 S. Cowhorn Creek Loop Road. There will be food, activities, and entertainment for all to enjoy.

Appointments to Boards & Commissions

Minutes Acceptance: Minutes of Apr 10, 2017 6:00 PM (Consent Items)

There were no appointments made to any board or commission.

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

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

There were no public comments made at Open Forum.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:18 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on March 27, 2017 at 6:00 PM.

2. Resolution No. 2017-017 authorizing the City Manager to enter into an agreement with Service Line Partners Private Label, Inc. d/b/a Service Line Warranties of America to provide City of Texarkana, Texas, utility customers the opportunity to purchase a sewer and water line warranty.

   Public Hearing: March 13, 2017
   Second Briefing: March 27, 2017
   Council Vote: April 10, 2017

3. Ordinance No. 2017-020 rezoning Lot 12, Block 22, City Improvement Co. Westside Addition, located at 514 North Lake Drive. Multiple Family-1 to Commercial. Charles E. Paul, Jr., owner.

   Public Hearing: March 13, 2017
   Second Briefing: March 27, 2017
   Council Vote: April 10, 2017

4. Resolution No. 2017-024 approving the amendment of the CDBG 2013-2017 Consolidated Plan and 2016 Annual Action Plan.

Minutes Acceptance: Minutes of Apr 10, 2017 6:00 PM (Consent Items)

Public Hearing: March 13, 2017
Second Briefing: March 27, 2017
Council Vote: April 10, 2017

5. Resolution No. 2017-025 accepting HUD Section 108 Loan Guarantee Assistance in the amount of $1,429,000.

   Public Hearing: March 13, 2017
   Second Briefing: March 27, 2017
   Council Vote: April 10, 2017

6. Resolution No. 2017-044 denying the application for authority to increase rates submitted by Southwestern Electric Power Company.

   Public Hearing:
   Second Briefing:
   Council Vote: April 10, 2017

Action Items

7. Motion to postpone Resolution No. 2017-022.

   (6:27 p.m.)

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

8. Resolution No. 2017-022 hearing an appeal for a burning permit and making a final determination.

   Public Hearing: March 13, 2017
   Second Briefing: March 27, 2017
   Council Vote: April 10, 2017

RESULT:	**POSTPONED**	**Next: 8/14/2017 6:00 PM**

VI. FIRST BRIEFINGS

Minutes Acceptance: Minutes of Apr 10, 2017 6:00 PM (Consent Items)

1. Resolution No. 2017-038 supporting the Riverbend Water Resource District in implementing the Corps of Engineers' Lake Wright Patman Ultimate Rule Curve and obtaining future water rights in Lake Wright Patman.

   Public Hearing: April 24, 2017
   Second Briefing: May 8, 2017
   Council Vote: May 22, 2017

   City Manager Whitson briefed this item. Elizabeth Fazio Hale, Executive Director of Riverbend Water Resources District, made additional comments.

RESULT:	MOVED FORWARD	Next: 4/24/2017 6:00 PM

2. Ordinance No. 2017-039 amending the Code of Ordinances Chapter 28 "Offenses and Miscellaneous Provisions", Sec. 28-237 concerning building construction hours of operation.

   Public Hearing: April 24, 2017
   Second Briefing: May 8, 2017
   Council Vote: May 22, 2017

   Mashell Daniel briefed this item.

RESULT:	MOVED FORWARD	Next: 4/24/2017 6:00 PM

3. Resolution No. 2017-040 approving and adopting an amendment to the Municipal Solid Waste Collection and Transportation Agreement.

   Public Hearing: April 24, 2017
   Second Briefing: May 8, 2017
   Council Vote: May 22, 2017

   Kyle Dooley briefed this item. Doug Sims, Public Sector Solutions Manager of Waste Management, made additional comments.

RESULT:	MOVED FORWARD	Next: 4/24/2017 6:00 PM

4. Resolution No. 2017-041 approving and authorizing the City Manager to enter into a one (1) year contract with four (4) additional one (1) year renewal options with DAM Investments, LLC, dba US Lawns of Texarkana, LLC, to supply mowing and landscaping services for selected city parks and University Avenue in an amount not to exceed $148,757.10.

   Public Hearing: April 24, 2017
   Second Briefing: May 8, 2017
   Council Vote: May 22, 2017

Minutes Acceptance: Minutes of Apr 10, 2017 6:00 PM (Consent Items)

Dusty Henslee briefed this item.

RESULT:	MOVED FORWARD	Next: 4/24/2017 6:00 PM

5. Resolution No. 2017-042 authorizing the City Manager to enter into a contract for the repairing and repainting of the Walnut Street and West Fourth Street elevated water storage tanks in an amount not to exceed $445,000.00.

Public Hearing: April 24, 2017
Second Briefing: May 8, 2017
Council Vote: May 22, 2017

J.D. Phillips briefed this item.

RESULT:	MOVED FORWARD	Next: 4/24/2017 6:00 PM

6. Resolution No. 2017-043 authorizing Texarkana Water Utilities to be charged an administrative fee by the City's General Fund.

Public Hearing: April 24, 2017
Second Briefing: May 8, 2017
Council Vote: May 22, 2017

City Manager Whitson briefed this item.

RESULT:	MOVED FORWARD	Next: 4/24/2017 6:00 PM

VII. PUBLIC HEARINGS

1. Ordinance No. 2017-034 amending Chapter 100 "General Administrative Provisions" and Chapter 105 of the Land Development Code "Buildings & Construction" for clarification purposes by changing Sec. 105-8 from "Required" to "Permit Required", adding Sec. 105-9 "Stop Work Order", and adding Sec. 105-10 "Offense; Penalty."

Public Hearing: April 10, 2017
Second Briefing: April 24, 2017
Council Vote: May 8, 2017

There were no public comments made at this hearing.

RESULT:	MOVED FORWARD	Next: 4/24/2017 6:00 PM

VIII. SECOND BRIEFING WITH UPDATES - NONE

Minutes Acceptance: Minutes of Apr 10, 2017 6:00 PM (Consent Items)

IX. SECOND BRIEFING WITHOUT UPDATES

1. Motion to move Resolution No. 2017-030 up for council vote.

(6:51 p.m.)

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

2. Resolution No. 2017-030 authorizing the City Manager to execute a contract for the Millwood Water Treatment Plant Sludge Ponds Cleaning Project in an amount with the Texas portion not to exceed $74,529.70 and the total amount not to exceed $119,000.00.

Public Hearing: March 27, 2017
Second Briefing: April 10, 2017
Council Vote: April 24, 2017

(6:51 p.m.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Josh Davis, Ward 6
SECONDER:	Jean H. Matlock, Ward 1
AYES:	Matlock, Ray, Williams, Matthews, Paddock, Davis
EXCUSED:	Bruggeman

X. ITEMS FOR DISCUSSION

Staff Updates

There were no staff updates.

XI. ADMINISTRATIVE COMMENTS

1. City Council

Council Member Paddock asked if they were designated council members to attend the joint city committee meeting with Texarkana, Arkansas. Mayor Bruggeman asked who would be able to attend the joint meeting. Council Members Paddock and Ray said they would attend the meeting.

Mayor Bruggeman said the new gateway welcome sign looks very good.

Council Member Davis thanked Kyle Dooley and Public Works staff for the recently installed flashing speed sign on Stoneridge Drive.

Minutes Acceptance: Minutes of Apr 10, 2017 6:00 PM (Consent Items)

Council Member Matlock thanked Kyle Dooley and staff for the excellent design and workmanship of the Scott Joplin signs displayed along West Third Street from Oak Street to State Line Avenue.

Mayor Bruggeman said the city recently enjoyed various events and activities honoring the musical heritage of Scott Joplin.

2. City Staff

Staff had no comments for council.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
(6:57 p.m.)

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

Jennifer Evans
City Secretary

Bob Bruggeman
Mayor

Minutes Acceptance: Minutes of Apr 10, 2017 6:00 PM (Consent Items)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/16/2017 12:33 PM

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

Subject: Consider approval of the minutes of the Joint City Committee Special Meeting of the City Council held on April 11, 2017 at 3:00 PM.

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

None

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

To accept the minutes of the Joint City Committee meeting held on April 11, 2017.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. MINUTES - Joint City Committee 041117 (mm) (DOCX)

MINUTES

Joint Texarkana Community Committee

City Council of the City of Texarkana, Texas
Board of Directors of the City of Texarkana, Arkansas

Ark-Tex Council of Governments
4808 Elizabeth Street
Texarkana, TX 75503

April 11, 2017

3:00 p.m.

Meeting Attendees:

Elected Officials – Texarkana, Texas - Mayor Bob Bruggeman, Council Member Willie Ray, Council Member Christy Paddock. Texarkana, Arkansas - Mayor Ruth Penney Bell, Board Director Tim Johnson, Board Director Travis Odom.

City Staff & Support – Texarkana, Texas - City Manager John Whitson, Jennifer Evans, Rea Donna Jones, J.D. Phillips, Kyle Dooley, Shirley Jaster, Gary Smith, Hanan Southard, Jeff Lewis, Steve Mayo. Texarkana, Arkansas - City Manager Dr. Kenny Haskin.

- **Welcome by Michael Malone** – Mr. Malone said he appreciated everyone joining the meeting and thanked the host for the meeting location. He also introduced, ATCOG Executive Director Chris Brown to make welcome comments.

- **Explanation and purpose of the committee** – The committee allows the opportunity for both cities to meet and discuss issues of joint interests for the benefit of the community. It provides a forum for each side to share ideas and common challenges. The joint committee is not for the purpose of making decisions or taking action.

Attachment: MINUTES - Joint City Committee 041117 (mm) (1639 : Joint City Committee Meeting Minutes 041117)

- **Topic of Discussion: Texarkana Regional Airport <u>UPDATE</u>**

  - Presentation by Texarkana Regional Airport – Mark Mellinger, Airport Director

    Mr. Mellinger noted that the Texarkana airport is a regional airport servicing an area from Magnolia, Arkansas to New Boston, Texas and DeQueen, Arkansas to Atlanta, Texas and a very small portion of Louisiana. Two airports in Arkansas will probably lose their essential air service being Hot Springs and El Dorado. Texarkana's Regional Airport may pick up a few more passengers if this loss of federal subsidies transpires for these two rural airports.

    After January's joint meeting, staff has been very diligent in looking for more funding to complete the new terminal and taxiway projects. Recently, new developments presented itself for securing additional financing. He met with the regional director of the Economic Development Administration (EDA) and discussed possible grant opportunities. Mr. Mellinger is confident and hopeful that the prospective EDA grant, in conjunction with grants received from the Federal Aviation Administration and the Arkansas Department of Aeronautics will be enough to complete the necessary funding for the airport projects.

- **Topic of Discussion: Local current and future water needs**

  - Presentation by Texarkana Water Utilities – J.D. Phillips, Executive Director

    Mr. Phillips gave a condensed overview from "start to finish" of Texarkana's water system. Wright Patman Lake and Millwood Lake are Texarkana's water sources. He provided details about the transportation, treatment, and storage of water that serves local citizens.

  - Presentation by Riverbend Water Resources District – Elizabeth Fazio Hale, Executive Director

    Ms. Hale stated that Riverbend Water Resources District is a regional planning entity trying to better develop and protect the area's water resources. Aiding this effort is Riverbend's priority list with five specific projects targeted to be cost-effective and to help maximize current water resources. Partly, Riverbend's priority list reveals the need to better utilize

Attachment: MINUTES - Joint City Committee 041117 (mm) (1639 : Joint City Committee Meeting Minutes 041117)

the current water system, to continue to invest in exisiting infrastructure, and identify the region's projected growth for future water needs.

She also said that right now the time is crucial to develop and protect current water resources and to adequately plan for future needs. Otherwise, local water interests would be at risk of surrendering to another entity like the Dallas-Fort Worth metroplex.

- **Public Forum** – Buddy Allen asked if the pipes were cleared at the New Boston Road treatment plant to increase water flow from 18 million to 25 million gallons a day, can the plant handle that increase and continue to meet quality requirements.

  J. D. Phillips responded if the pipes can perform as designed, they can handle the increase in water and continue to meet quality requirements.

- **Closing Remarks** – The next meeting is scheduled for Tuesday, August 8, 2017 at 3:00 p.m. The topic will be community broadband access.

- **Adjournment** – The meeting was adjourned at 4:00 p.m.

_____ _____

Jennifer Evans, City Secretary Bob Bruggeman, Mayor

Attachment: MINUTES - Joint City Committee 041117 (mm) (1639 : Joint City Committee Meeting Minutes 041117)

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 4/20/2017 4:11 PM

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

Subject: Ordinance No. 2017-045 amending the Code of Ordinances Chapter 18 "Fire Protection and Emergency Medical Services", Section 18.14 "Outdoor Burning".

Briefing:	5/8/2017	**Public Hearing:**	5/8/2017	**Second Briefing:**	May 22, 2017	**Council Vote:**	6/12/2017

Item Schedule

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

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Ordinance 2017-045 is an amendment to Chapter 18, Section 14 parts (a)(n)(r) of the Code of Ordinances which regulate outdoor burning within the city limits. Specifically, the changes include adding a definition for "Landclearing Operation", replacing the term "Land Development" with "Landclearing Operation" and changing the appeal process by setting the city manager or his designee as the individual to hear appeals for burning permit denials.

The changes proposed in Ordinance 2017-045 are a result of discussions between council and staff during the process of hearing Resolution 2017-022 which was an appeal of a burning permit denial. During the discussion it was determined that the current Ordinance did not properly define Land Development and it was proposed to change the term to Landclearing Operation which is well defined in the state statute regulating outdoor burning and to also amend the appeals process so that it is handled at the staff level.

Potential Options:

- "None"
-

Fiscal Implications:

None

Staff Recommendation:

Staff recommends adoption of the Ordinance

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

a. 2017-045 ORD amending the Code Chapter 18 Section 18.14 Outdoor Burning (DOC)
b. 2017-045 Goals and Perspectives (DOCX)
c. 2017-045 ATTH 01 Ch. 18 sec. 14 Code of Ordinances Redline Version of Changes (DOCX)
d. 2017-045 ORD Amending Code Ch. 18 for Outdoor Burning signed (PDF)

Staff Coordination

Fire Department	Eric Schlotter 04/11/2017 3:11 PM	Department Head Review	Completed	
Municipal Prosecutor	Deborah Jones 04/12/2017 9:48 AM	Asst. City Attorney Review	Completed	
Deputy City Manager - Shirley Jaster Review	Shirley Jaster Completed	Shirley Jaster 04/12/2017 2:23 PM	Deputy City Manager	
City Attorney 2:54 PM	Jeffery C. Lewis	City Attorney Review	Completed	04/12/2017
Deputy City Manager - Shirley Jaster Review	Shirley Jaster Completed	Shirley Jaster 04/12/2017 3:00 PM	Deputy City Manager	
Deputy City Manager - Kyle Dooley Review	Kyle Dooley Completed	Kyle Dooley 04/12/2017 3:16 PM	Deputy City Manager	
Public Information Officer		Lisa Thompson 04/18/2017 9:33 AM	PIO Review	Completed
City Manager 10:35 AM	John Whitson	City Manager Review	Completed	04/19/2017
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	04/24/2017

Meeting History

Attachment: 2017-045 ORD amending the Code Chapter 18 Section 18.14 Outdoor Burning [Revision 2] (1638 : 2017-045 ORD amending the

ORDINANCE NO. 2017 - 045

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING SECTIONS 18-14(A), (N), (R); OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has expressed a desire to amend Section 18 of the Code of Ordinances to provide additional definition for permitted outdoor burning and to amend the appeals process for denials of burning permits; and

WHEREAS, City Staff has submitted recommended amendments to add a definition for "landclearing operation" consistent with state regulations and to specify an administrative appeals process for denials of burning permits.

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

SECTION 1: That Section 18-14(a) of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended to add the following definition:

> *Land Clearing Operation* means the uprooting, cutting, or clearing of vegetation in connection with conversion for the construction of buildings, rights-of-way, residential, commercial, or industrial development, or the clearing of vegetation to enhance property value, access, or production; *landclearing operation* does not include the maintenance burning of on-site property wastes such as fallen limbs, branches, or leaves, or other waste from routine property clean-up activities, nor does it include burning following clearing for ecological restoration.

SECTION 2: That Section 18-14(n) of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

> (n) *Exception for permitted burning; generally*. At the discretion of the fire chief or designated representative, outdoor burning may be allowed. All permitted outdoor burning must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations. Outdoor burning shall only be permitted for the purpose of a "landclearing operation" as defined in this Code. Outdoor burning is not allowed within the fire limits of the city.

SECTION 3: That Section 18-14(r) of the Code of Ordinances of the City of Texarkana, Texas is hereby amended in its entirety to read as follows:

> (r) *Outdoor Burning; appeals.* Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within 10 days after receipt of the notice of denial. The city manager or his/her designee shall

hear and determine the appeal, and the decision of the city manager or his/her designee shall be final.

SECTION 4: That the city secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 5: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 6: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 7: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **12th day of June, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2017-045 ORD amending the Code Chapter 18 Section 18.14 Outdoor Burning [Revision 2] (1638 : 2017-045 ORD amending the

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: 2017-045 Goals and Perspectives (1638 : 2017-045 ORD amending the Code of Ordinances Chapter 18 Section 18.14 Outdoor

Attachment: 2017-045 ATTH 01 Ch. 18 sec. 14 Code of Ordinances Redline Version of Changes (1638 : 2017-045 ORD amending the Code of

Sec. 18-14. - Outdoor burning.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Bonfire means a large outdoor fire utilized for recreational or ceremonial purposes.

Chimney means a single opening, moveable, outdoor fireplace design with a stack or chimney to draft air into a fire and smoke to be drawn out the top of the stack.

Extinguished means the absence of any visible flames, glowing coals, heat or smoke.

Fire pit means a place or structure designed and approved for the burning of combustible material that does not have a flue, chimney or duct and the combustion gases are emitted directly into the atmosphere.

Landclearing Operation – The uprooting, cutting, or clearing of vegetation in connection with conversion for the construction of buildings, rights-of-way, residential, commercial, or industrial development, or the clearing of vegetation to enhance property value, access, or production. It does not include the maintenance burning of on-site property wastes such as fallen limbs, branches, or leaves, or other wastes from routine property clean-up activities, nor does it include burning following clearing for ecological restoration.

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Open burning means a fire or smoldering combustible material which is not contained completely within an approved container, but shall not include charcoal, gas or electric grills and smokers.

Outdoor fireplace means an enclosed and permanently affixed outdoor fire receptacle which incorporates a permanently affixed chimney or flue and is constructed of brick, rock or other masonry material.

Portable outdoor fireplace means a movable container that is commercially manufactured and designed with a chamber to hold an outdoor fire, used for heat or light, but not for cooking. A portable outdoor fireplace must be equipped with a screen capable of preventing burning embers from escaping.

Recreational fire means a fire for the purpose of cooking, obtaining warmth, or viewing for pleasure.

Responsible party means the property owner or occupant that causes or allows a recreational fire to be ignited or maintained on their property.

(b) *Prohibition of open burning.* No person may cause, suffer, or allow any open burning within the city limits, except as allowed by permit, recreational fires and firefighter training as specified in this chapter.

(c) *Exception for recreational fires; generally.* Recreational fires in an approved container are allowed. Any person may burn acceptable fuels in an approved container for the purpose of cooking, viewing for pleasure, or obtaining warmth, on property owned or occupied by such person. Fires must meet the requirements as listed in this section. No permit is required for such fires. Recreational fires are not allowed at any time a burn ban is in effect in accordance with section 18-93. Recreational fires are not allowed within the fire limits of the city.

(d) *Recreational fires; approved containers.*

(1) Approved containers for recreational fires are chimneys, fire pits, outdoor fireplaces, and portable outdoor fireplaces.

(2) Chimneys and portable outdoor fireplaces must be commercially manufactured for that specific purpose. Outdoor fireplaces and fire pits may be commercially manufactured or site built.

(3) Approved containers must have enclosed sides made from bricks, concrete blocks, heavy gauge metal or other suitable noncombustible material.

(4) Approved containers must have a spark arrestor mesh screen to contain sparks. Screens shall be of expanded metal (or equivalent noncombustible material) with openings no larger than one-half inch.

Attachment: 2017-045 ATTH 01 Ch. 18 sec. 14 Code of Ordinances Redline Version of Changes (1638 : 2017-045 ORD amending the Code of

(5) Width of approved containers must not exceed three feet at its widest point.

(6) Walls of approved containers cannot exceed two feet in height measured from the floor of the fire area to the top of the wall, excluding any chimney.

(7) Approved containers must be set upon or built into the bare ground or a noncombustible material such as brick, stone or concrete.

(e) *Recreational fires; fuels.* Acceptable fuels are clean, dry, seasoned firewood; charcoal; or commercially manufactured compressed fire logs. The following listed items are not acceptable fuels and shall not be burned:

(1) Commercial or domestic waste, trash or garbage.

(2) Leaves, pine needles or grass clippings.

(3) Lumber (treated or untreated), construction debris.

(4) Yard debris, unless it meets the definition of firewood or kindling.

(5) Flammable or combustible liquids.

(6) Electrical insulation, plastics, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber must not be burned.

(f) *Recreational fires; responsible party responsibilities.* The responsible party shall:

(1) Remain in charge of the fire or keep a competent adult in charge of the fire.

(2) Ensure flame height is maintained at three feet or less.

(3) Ensure that the fire does not create a risk of fire or damage to persons or property.

(4) Extinguish all burning material immediately upon receipt of a complaint regarding the permitted burning, subject to the discretion and direction of the fire chief or designee.

(5) Have a means of extinguishing the fire on hand at all times while the fire is burning.

(6) Ensure the fire is extinguished, leaving only cold ashes, before supervision of the fire ends.

(g) *Recreational fires; acceptable locations.*

(1) For approved containers other than fire pits, a minimum clearance of at least ten feet shall be maintained from buildings, property lines, trees, overhead power lines, combustible fences, combustible decks, or any combustible material.

(2) Fire pits shall have a minimum clearance of at least 25 feet from buildings, property lines, trees, overhead power lines, combustible fences, combustible decks or any combustible material.

(3) Recreational fires shall not be located over a natural gas line or under overhead utility lines.

(h) *Recreational fires; fire department authority.* The fire chief or designated representative, shall have authority to enter private property where a recreational fire is burning to ensure the safety of said fire, to investigate a reported nuisance, or to ensure compliance with this section. The fire department representative shall have authority to extinguish or to have extinguished said fire if the fire is creating a danger, is creating a nuisance, or is in violation of this section.

(i) *Exception for bonfires; generally.* At the discretion of the fire chief or designated representative, bonfires may be allowed. Bonfires must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Admin. Code ch. 30, section 111.219, except that burning shall be allowed outside the time limits specified therein. Bonfires are not allowed within the fire limits of the city.

(j) *Bonfires; permit required.*

(1) A permit shall be required prior to allowing a bonfire.

(2) Before issuing a permit, the fire chief or designee shall inspect the proposed bonfire site and ensure compliance with applicable rules.

(3) Any permit issued under this section shall specify the approved location, the acceptable fuels, the date and time approved, and any special conditions applicable to this bonfire.

(4) The responsible party receiving the permit shall ensure the permit is available on the scene of the bonfire for the duration of the event.

(5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing a bonfire permit.

(k) *Bonfires; responsible party responsibilities.* The responsible party shall:

(1) Remain in charge of the fire or keep a competent adult in charge of the fire.

(2) Ensure that the fire does not create a risk of fire or damage to persons or property.

(3) Extinguish all burning material immediately upon receipt of a complaint regarding the permitted burning, subject to the discretion and direction of the fire chief or designee.

(4) Have a means of extinguishing the fire on hand at all times while the fire is burning.

(5) Ensure the fire is extinguished, leaving only cold ashes, before supervision of the fire ends.

(l) *Bonfires; fuels.* Acceptable fuels are clean, dry, seasoned firewood; logs, limbs, pallets, lumber (not treated lumber), or other wood products. Small quantities of flammable or combustible liquids approved by the fire chief or designee, may be used for igniting the fire. The following listed items are not acceptable fuels and shall not be burned:

(1) Commercial or domestic waste, trash or garbage.

(2) Treated lumber, construction debris.

(3) Flammable or combustible liquids (except as specified for ignition).

(4) Electrical insulation, plastics, asphaltic materials, potentially explosive materials, chemical wastes, and items containing natural or synthetic rubber.

(m) *Exception for firefighter training; generally.* Open burning may be conducted for firefighter training. Burning for firefighter training must be conducted in accordance with Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Admin. Code ch. 30, section 111.205 "Exception for Fire Training".

(n) *Exception for permitted burning; generally* . At the discretion of the fire chief or designated representative, outdoor burning may be allowed. All permitted outdoor burning must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations in the Tex. Admin. Code ch. 30, section 111.219. Outdoor burning shall only be permitted for the purpose of a Landclearing Operation~~land development~~. Outdoor burning is not allowed within the fire limits of the city.

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(o) *Outdoor burning; permit required* .

(1) A permit shall be required prior to allowing outdoor burning.

(2) Before issuing a permit, the fire chief or designee shall inspect the proposed outdoor burning site and ensure compliance with applicable rules.

(3) Any permit issued under this section shall specify the approved location, the acceptable fuels, the date and time approved, and any special conditions applicable to this outdoor burning.

(4) The responsible party receiving the permit shall ensure the permit is available on the scene of the fire for the duration of the event.

(5) The fire chief or designee, at their discretion, may require standby fire services prior to issuing an outdoor burning permit.

Attachment: 2017-045 ATTH 01 Ch. 18 sec. 14 Code of Ordinances Redline Version of Changes (1638 : 2017-045 ORD amending the Code of

(p) *Outdoor burning; responsible party responsibilities* . The responsible party shall:

(1) Remain on site and in charge of the fire or keep a competent adult on site and in charge of the fire.

(2) Ensure the fire does not create a risk of damage to person or property.

(3) Immediately upon receipt of a complaint regarding the permitted burning, all burning material shall be extinguished.

(4) Have equipment on site to control and extinguish the fire.

(5) Not commence burning when wind speed is predicted to be less than six mph or greater than 23 mph.

(6) Ensure piles will be not less than 300 feet from any residential, recreational, commercial, or industrial area except those located on the property where burning is taking place.

(7) Ensure burning will start no earlier than one hour after sunrise, and be completed no later than one hour before sunset.

(8) Ensure the fire will be extinguished if the fire escapes control.

(9) Be responsible and liable for any damages.

(q) *Outdoor burning; fuels* . Only trees, brush, and other plant materials may be burned. The following listed items are not acceptable fuels and shall not be burned.

(1) Electrical insulation, plastic, heavy oil, asphaltic material, chemical waste, construction or demolition material, or items that contain rubber.

(2) Old tires shall not be used to start fires.

(r) *Outdoor burning; appeals* . Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within ten days after receipt of the notice of denial. The city manager or his/her designee~~council~~ shall hear and determine the appeal, and the decision of the city manager or his/her designee ~~council~~ shall be final.

(s) Penalty for violation. Any person violating any provision of this section shall be deemed guilty of a misdemeanor and, upon conviction, in the municipal court of the city, shall be fined not more than $2,000.00. Each day of any such violation shall be deemed to be a separate offense.

(Code 1961, § 9-13; Ord. No. 226-08, § 1, 10-27-2008; Ord. No. 2015-135 , §§ 1—3, 1-25-2016)

PUBLISH

ORDINANCE NO. 2017 - 045

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING SECTIONS 18-14(A), (N), (R); OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council has expressed a desire to amend Section 18 of the Code of Ordinances to provide additional definition for permitted outdoor burning and to amend the appeals process for denials of burning permits; and

WHEREAS, City Staff has submitted recommended amendments to add a definition for "landclearing operation" consistent with state regulations and to specify an administrative appeals process for denials of burning permits.

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

SECTION 1: That Section 18-14(a) of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended to add the following definition:

> *Land Clearing Operation* means the uprooting, cutting, or clearing of vegetation in connection with conversion for the construction of buildings, rights-of-way, residential, commercial, or industrial development, or the clearing of vegetation to enhance property value, access, or production; *landclearing operation* does not include the maintenance burning of on-site property wastes such as fallen limbs, branches, or leaves, or other waste from routine property clean-up activities, nor does it include burning following clearing for ecological restoration.

SECTION 2: That Section 18-14(n) of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended in its entirety to read as follows:

> (n) *Exception for permitted burning; generally.* At the discretion of the fire chief or designated representative, outdoor burning may be allowed. All permitted outdoor burning must meet the "General Requirements for Allowable Outdoor Burning" as specified in Texas Commission on Environmental Quality (TCEQ) regulations. Outdoor burning shall only be permitted for the purpose of a "landclearing operation" as defined in this Code. Outdoor burning is not allowed within the fire limits of the city.

SECTION 3: That Section 18-14(r) of the Code of Ordinances of the City of Texarkana, Texas is hereby amended in its entirety to read as follows:

> (r) *Outdoor Burning; appeals.* Persons who are denied burning permits may appeal by filing a written notice of appeal with the city secretary. The appeal must be filed within 10 days after receipt of the notice of denial. The city manager or his/her designee shall

Attachment: 2017-045 ORD Amending Code Ch. 18 for Outdoor Burning signed (1638 : 2017-045 ORD amending the Code of Ordinances

PUBLISH

hear and determine the appeal, and the decision of the city manager or his/her designee shall be final.

SECTION 4: That the city secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 5: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 6: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

SECTION 7: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:40 p.m.

Attachment: 2017-045 ORD Amending Code Ch. 18 for Outdoor Burning signed (1638 : 2017-045 ORD amending the Code of Ordinances

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/28/2017 4:41 PM

Lead Department:	Planning and Community Development	**Action Officer:**	Debbie Burk,		
Subject:	Ordinance No. 2017-048 rezoning Lot 11, Block 6, Richmond Hills 2nd Addition, located at 3102 Richmond Road. Office to General Retail. Gary Treadway, applicant.				
Briefing:	5/8/2017	**Public Hearing:**	5/8/2017	**Second Briefing:**	May 22, 2017
Council Vote:	6/12/2017				

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Z-17-5: This is a request by Mr. Gary Treadway, owner, requesting to rezone Lot 11, Block 6, Richmond Hills 2nd Addition, located at 3102 Richmond Road from Office to General Retail. The proposed use is a resale shop.

The adjacent zoning is General Retail to the north, Single Family-2 to the east, PD-General to the south and PD-General Retail and Neighborhood Service to the west. The adjacent land usage is businesses to the north, south and west and a residence to the east.

The Comprehensive Plan has designated this property as a retail area.

This property at 3102 Richmond Road is currently zoned Office and has been used for many years as an office type use. The building is now vacant and the owner, Mr. Gary Treadway, has been approached about leasing the property for a resale shop. This type use would require rezoning to the General Retail zoning district. There are three lots directly to the north of this lot that are currently zoned General Retail. There is Planned Development-General Retail zoning to the south and west of this lot.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

Since there are multiple General Retail zoned properties along this section of Richmond Road and since this type use is consistent with other uses in this area, 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:

April 3, 2017

Attachments

a. 2017-048 ORD Rezoning at 3102 Richmond Road (DOCX)
b. 2017-048 ATTH 01 Maps (PDF)
c. 2017-048 ATTH 02 Zoning district definitions (PDF)
d. 2017-048 Goals & Perspectives (DOCX)
e. 2017-048 ORD Rezoning 3102 Richmond Rd from Ofc to GR signed (PDF)

Staff Coordination

Planning and Community Development		David Orr	Department Head Review	Completed 04/13/2017 11:39 AM
Deputy City Manager - Shirley Jaster Review		Shirley Jaster	Deputy City Manager	Completed 04/13/2017 1:26 PM
Deputy City Manager - Kyle Dooley Review		Kyle Dooley	Deputy City Manager	Completed 04/13/2017 3:10 PM
Public Information Officer		Lisa Thompson	PIO Review	Completed 04/18/2017 10:31 AM
City Manager	John Whitson	City Manager Review	Completed	04/19/2017 10:28 AM
City Council	Jennifer Evans	Meeting	Completed	04/24/2017 6:00 PM

Meeting History

Z-17-5

ORDINANCE NO. 2017-048

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 11, BLOCK 6, RICHMOND HILLS 2ND ADDITION, LOCATED AT 3102 RICHMOND ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM OFFICE TO GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone Lot 11, Block 6, Richmond Hills 2nd Addition, located at 3102 Richmond Road in the City of Texarkana, Bowie County, Texas, from **Office to General Retail;** and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted six (6) to zero (0) to recommend the application for rezoning** from **Office to General Retail** to the City Council of Texarkana, Texas; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone Lot 11, Block 6, Richmond Hills 2nd Addition, located at 3102 Richmond Road in the City of Texarkana, Bowie County, Texas, from **Office to General Retail.**

Attachment: 2017-048 ORD Rezoning at 3102 Richmond Road [Revision 1] (1641 : 2017-048 ORD rezoning 3102 Richmond Road from Office to

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 **12th day of June, 2017.**

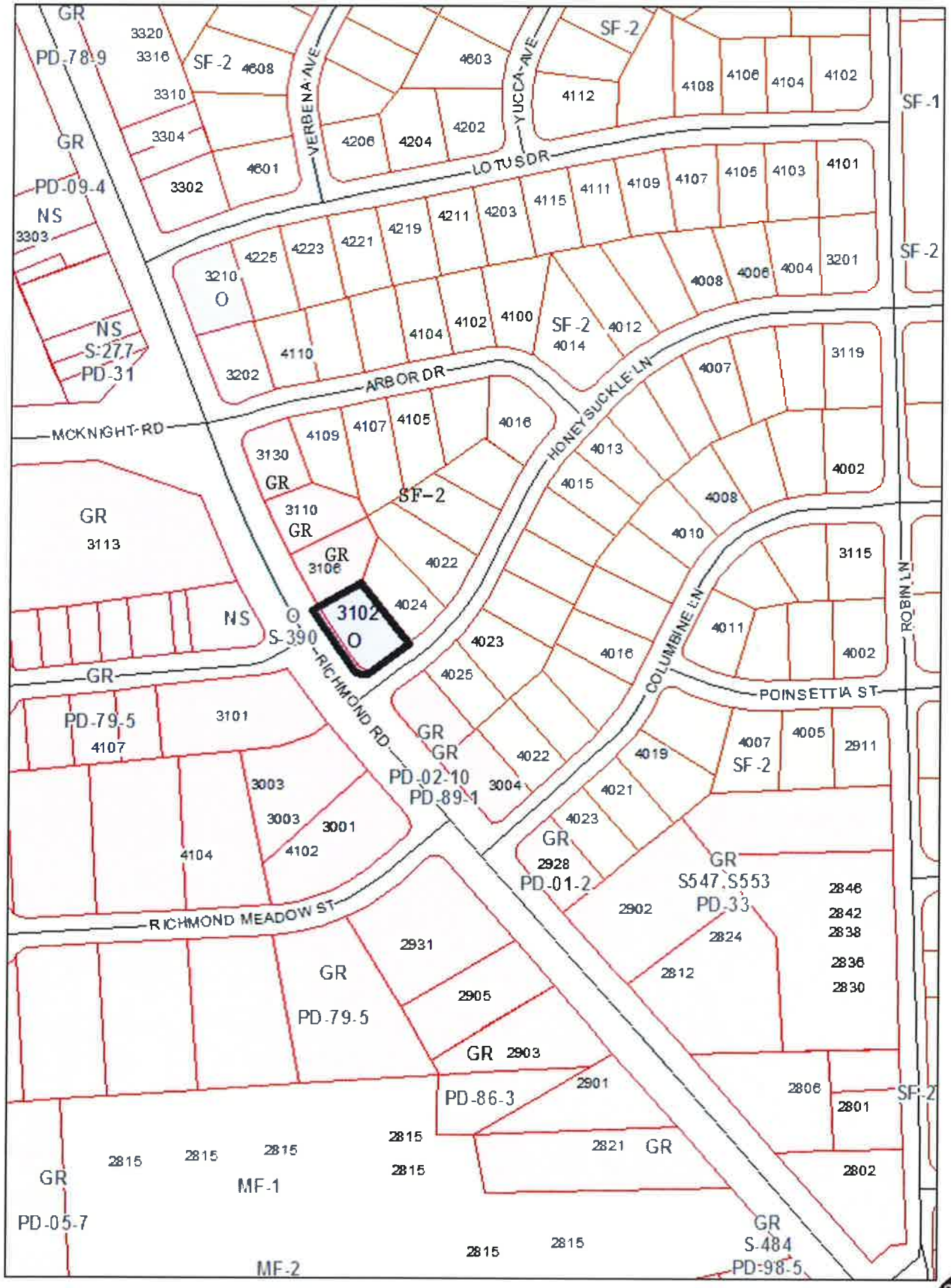
ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2017-048 ORD Rezoning at 3102 Richmond Road [Revision 1] (1641 : 2017-048 ORD rezoning 3102 Richmond Road from Office to

3102 Richmond Road
Department of Planning and Community Development



N

1:2,800

Attachment: 2017-048 ATTH 01 Maps (1641 : 2017-048 ORD rezoning 3102 Richmond Road from Office to GR)

3102 Richmond Road
Department of Planning and Community Development

N

1:2,500

Attachment: 2017-048 ATTH 01 Maps (1641 : 2017-048 ORD rezoning 3102 Richmond Road from Office to GR)

CITY OF TEXARKANA TEXAS

ZONING DISTRICT DEFINITIONS

Po Box 1967
220 Tex
Texarkana T
(903) 798-3945
www.txkusa.org

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Attachment: 2017-048 ATTH 02 Zoning district definitions (1641 : 2017-048 ORD rezoning 3102 Richmond Road from Office to GR)

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: 2017-048 Goals & Perspectives (1641 : 2017-048 ORD rezoning 3102 Richmond Road from Office to GR)

Z-17-5

ORDINANCE NO. 2017-048

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 11, BLOCK 6, RICHMOND HILLS 2ND ADDITION, LOCATED AT 3102 RICHMOND ROAD IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS, FROM OFFICE TO GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone Lot 11, Block 6, Richmond Hills 2nd Addition, located at 3102 Richmond Road in the City of Texarkana, Bowie County, Texas, from **Office to General Retail;** and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, **voted six (6) to zero (0) to recommend the application for rezoning** from **Office to General Retail** to the City Council of Texarkana, Texas; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone Lot 11, Block 6, Richmond Hills 2nd Addition, located at 3102 Richmond Road in the City of Texarkana, Bowie County, Texas, from **Office to General Retail.**

Attachment: 2017-048 ORD Rezoning 3102 Richmond Rd from Ofc to GR signed (1641 : 2017-048 ORD rezoning 3102 Richmond Road from

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 **8th day of May, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:42 p.m.

Attachment: 2017-048 ORD Rezoning 3102 Richmond Rd from Ofc to GR signed (1641 : 2017-048 ORD rezoning 3102 Richmond Road from

City of Texarkana, Texas

Version: D

Briefing Sheet

Update Date: 4/21/2017 2:26 PM

Lead Department: Purchasing and Contracting **Action Officer:** Sharon Moore, Purchasing Manager

Subject: Ordinance No. 2017-049 approving contracts for the design of the Perot Theater Restoration Project in an amount not to exceed Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50) and the design of the Downtown Art Park Project in an amount not to exceed Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50) and amending the budget for the 2017 Bond Fund for the fiscal year beginning October 1, 2016 and ending September 30, 2017 for a total of Two Million Four Thousand Four Hundred Sixty-Seven Dollars and No Cents ($2,004,467.00) for the design of the Perot Theater Restoration Project ($705,983.50), the design of the Downtown Art Park Project ($705,983.50), the design of the Airport Terminal Project ($50,000.00), and the design of the Fire Station Relocation Project ($542,500.00).

Briefing: 4/24/2017	**Public Hearing:**	**Second Briefing:**	**Council Vote:** 4/24/2017

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The Capital improvement Plan was approved with the adoption of the budget on September 12, 2016. The Certificates of Obligation to finance the capital improvement projects were formally approved at the March 27, 2017 city council meeting. The 2017 CO's included an allocation for the design costs associated with the 2018 capital improvement projects. The project design costs include the Perot Theatre Restoration Project, Downtown Art Park, Airport Terminal, and the Fire Station Relocation Project. The total amount to be budgeted for the design of 2018 projects is two million four thousand four hundred sixty-seven dollars and no cents ($2,004,467.00). Of this amount, seven hundred five thousand nine hundred eighty three dollars and fifty cents ($705,983.50) will be allocated to the design of the Perot Theatre Restoration Project, seven hundred five thousand nine hundred eighty three dollars and fifty cents ($705,983.50) will be allocated to the design of the Downtown Art Park, fifty thousand dollars and no cents ($50,000.00) will be allocated to the design of the Airport Terminal Project, and five hundred forty-two thousand five hundred dollars and no cents ($542,500.00) will be allocated to the design of the Fire Station Relocation Project.

At this time, staff has received proposals for the design of the Perot Theatre Restoration Project and the Downtown Art Park Project. Three individual Request for Proposals were submitted by Komatsu Architecture of Fort Worth, Texas, Fennell Purifoy Architects of Little Rock, Arkansas and Vintage Design Group, LLC of Shreveport, Louisiana for the design of the Perot Theater Restoration Project. The proposal submitted by Komatsu Architecture of Fort Worth, Texas was selected for the design of the Perot Theater Restoration Project. One proposal was submitted by Marlon Blackwell Architects of Fayetteville, Arkansas and was selected for the design of the Downtown Art Park.

This ordinance would authorize the City Manager to enter into a contract with Komatsu Architecture of Fort Worth, Texas for the design of the Perot Theatre Restoration Project in an amount not to exceed seven hundred five thousand nine hundred eighty three dollars and fifty cents ($705,983.50). It would also authorize the City Manager to enter into a contract with Marlon Blackwell Architects of Fayetteville, Arkansas for the design of the Downtown Art Park in an amount not to exceed seven hundred five thousand nine hundred eighty three dollars and fifty cents ($705,983.50)
In addition, this ordinance would also authorize the amendment of the 2017 Bond Fund budget for the fiscal year beginning October 1, 2016 and ending September 30, 2017 for the total estimated design cost of two million four thousand four hundred sixty-seven dollars and no cents ($2,004,467.00) for 2018 capital improvement projects.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The contracts will be funded through funds received from the issuance of the 2017 Certificates of Obligation. The proposed Certificates of Obligation will replace retired debt and have been built into the Capital Improvement Plan to be paid with current resources based on normal growth factors.

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. 2017-049 ORD Approving CIP Contracts for Perot and Art Park Design (DOC)
b. 2017-049 ATTH 01 Perot Theater Komatsu Proposal (PDF)
c. 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (PDF)
d. 2017-049 Goals & Perspectives (DOCX)
e. 2017-049 ORD Appr CIP Contracts for Art Park & Perot signed (PDF)

Staff Coordination

Purchasing and Contracting	Completed	Sharon Moore 04/19/2017 12:59 PM	Department Head Review	
Planning and Community Development	04/19/2017 4:54 PM	David Orr	Review	Completed
Finance Department	Kristin Peeples	Finance Review	Completed	04/20/2017 11:08 AM
Deputy City Manager - Shirley Jaster Review	Completed	Shirley Jaster 04/21/2017 8:47 AM	Deputy City Manager	

City of Texarkana, Texas

Deputy City Manager - Kyle Dooley Review	Completed	Kyle Dooley 04/21/2017 8:55 AM	Deputy City Manager	
Public Information Officer	04/21/2017 9:14 AM	Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	04/21/2017 9:46 AM
City Council	Jennifer Evans	Meeting	Completed	04/24/2017 6:00 PM

Meeting History

ORDINANCE NO. 2017-049

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE 2017 BOND FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR DESIGN COSTS FOR THE PEROT THEATER RESTORATION PROJECT, THE DOWNTOWN ART PARK PROJECT, THE AIRPORT TERMINAL PROJECT, AND THE FIRE STATION RELOCATION PROJECT IN A TOTAL AMOUNT NOT TO EXCEED TWO MILLION FOUR THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS AND NO CENTS ($2,004,467.00) AND APPROVING DESIGN CONTRACTS FOR THE PEROT THEATER RESTORATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS ($705,983.50) AND THE DESIGN OF THE DOWNTOWN ART PARK PROJECT IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS ($705,983.50); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the fiscal year 2017 budget on September 12, 2016; and

WHEREAS, the approved budget included the capital improvement plan; and

WHEREAS, the 2017 certificates of obligation to finance the capital improvement plan were formally approved at the March 27, 2017, city council meeting; and

WHEREAS, proposals have been completed for the design of the Perot Theater Restoration Project and the Downtown Art Park; and

WHEREAS, three individual Request for Proposals were submitted by Komatsu Architecture of Fort Worth, Texas, Fennell Purifoy Architects of Little Rock, Arkansas, and Vintage Design Group, LLC of Shreveport, Louisiana, for the design of the Perot Theater Restoration Project; and

WHEREAS, the proposal submitted by Komatsu Architecture of Fort Worth, Texas, was selected for the design of the Perot Theater Restoration Project in an amount not to exceed **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50**); and

Attachment: 2017-049 ORD Approving CIP Contracts for Perot and Art Park Design [Revision 2] (1642 : 2017-049 ORD approving Design

WHEREAS, one proposal was submitted by Marlon Blackwell Architects of Fayetteville, Arkansas, and was selected for the design of the Downtown Art Park in an amount not to exceed **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)**; and

WHEREAS, anticipated design costs for the Airport Terminal Project have been calculated at an amount not to exceed **Fifty Thousand Dollars and No Cents ($50,000.00)**; and

WHEREAS, anticipated design costs for the Fire Station Relocation Project have been calculated at an amount not to exceed **Five Hundred Forty-Two Thousand Five Hundred Dollars and No Cents ($542,500.00)**; and

WHEREAS, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, should be amended to reflect the appropriation of **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)** in the 2017 Bond Fund for the design of the Perot Theatre Restoration Project; and

WHEREAS, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, should be amended to reflect the appropriation of **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50**) in the 2017 Bond Fund for the design of the Downtown Art Park; and

WHEREAS, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, should be amended to reflect the appropriation of **Fifty Thousand Dollars and No Cents ($50,000.00)** in the 2017 Bond Fund for the design of the Airport Terminal Project; and

WHEREAS, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, should be amended to reflect the appropriation of **Five Hundred Forty-Two Thousand Five Hundred Dollars and No Cents ($542,500.00)** in the 2017 Bond Fund for the design of the Fire Station Relocation Project.

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

SECTION 1: That the City Manager be and is hereby authorized to enter into a contract with Komatsu Architecture of Fort Worth, Texas, for the Perot Theater Restoration Project in an amount not to exceed **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)**.

SECTION 2: That the City Manager be and is hereby authorized to enter into a contract with Marlon Blackwell Architects of Fayetteville, Arkansas, for the downtown Art Park Project in an amount not to exceed **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)**.

Attachment: 2017-049 ORD Approving CIP Contracts for Perot and Art Park Design [Revision 2] (1642 : 2017-049 ORD approving Design

SECTION 3: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2016, and ending September 30, 2017, be amended to reflect additional expenditures totaling **Two Million Four Thousand Four Hundred Sixty-Seven Dollars and No Cents ($2,004,467.00)** in the 2017 Bond Fund, with **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)** allocated to the design of the Perot Theater Renovation Project, **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)** allocated to the design of the Downtown Art Park Project, **Fifty Thousand Dollars and No Cents ($50,000.00)** allocated to the design of the Airport Terminal Project, and **Five Hundred Forty-Two Thousand Five Hundred Dollars and No Cents ($542,500.00)** allocated to the design of the Fire Station Relocation Project.

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 **24th day of April, 2017**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

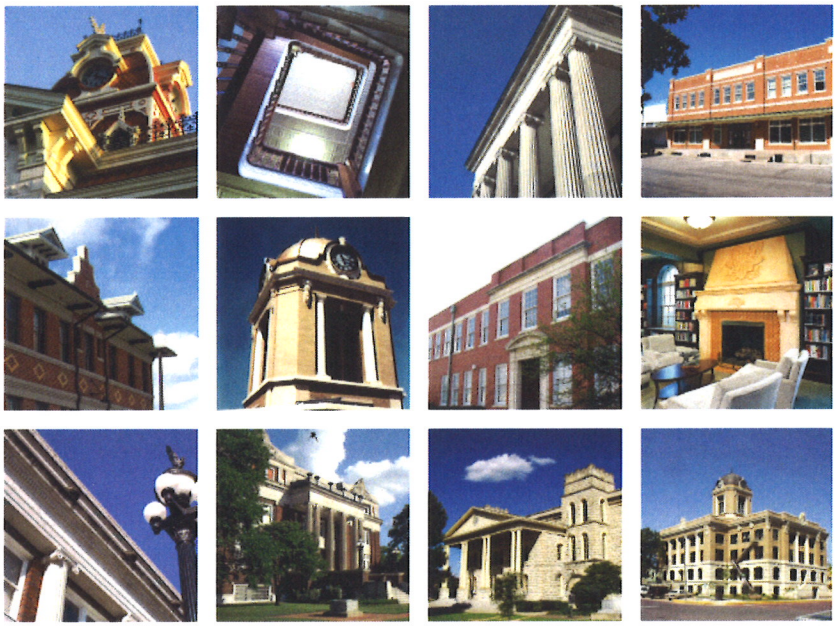
Attachment: 2017-049 ORD Approving CIP Contracts for Perot and Art Park Design [Revision 2] (1642 : 2017-049 ORD approving Design

KOMATSU
ARCHITECTURE

RFP#2017-2001-09

CITY OF TEXARKANA

DESIGN FOR EXPANSION AND REMODEL OF THE PEROT THEATER AND ANNEX



March 20,2017

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

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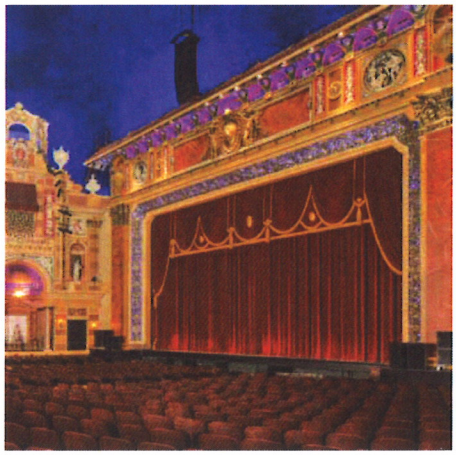

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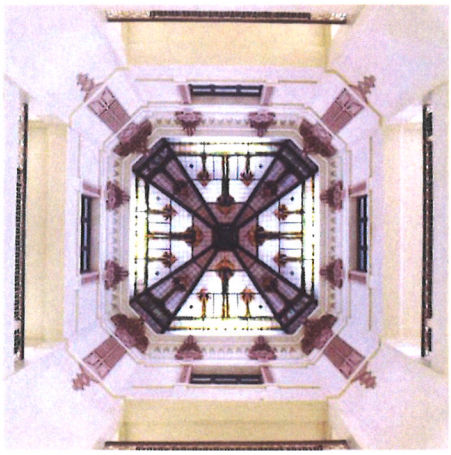
References	24
Required Forms	25

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)



Firm Profile

Komatsu Architecture, which was established in Fort Worth in 1959, is a professional design organization skilled in providing architectural, interior design and related services to local, state, national and international clients. Komatsu is experienced in designing new buildings, renovating old, and adapting existing buildings. We are accomplished in achieving optimum relationships and results among various functional aspects in the facilities we plan.

We specialize in historic preservation, adaptive use, and renovation programs that are strategically different than a general architectural practice of new work and new construction, which we also provide. The Texas Historical Commission awarded its prestigious Historic Preservation Firm of the Year for 2008 to Komatsu Architecture.

We are dedicated to a standard of excellence in every project we undertake. To this end, we assemble a team with the talents to analyze and define problems, to pose and develop solutions, and to coordinate and manage the planning and construction process. The professionals assigned to each contract will be the same ones who have led our efforts in previous projects. Our principals provide a continuity of professional counsel to the client throughout the entire period of service.

Our staff maintains the capability of undertaking the most complex development problems, while offering the personal service which has been characteristic of Komatsu Architecture since its beginning. To the client this means that the firm can function almost as a compact efficient department of the client's own organization, bringing together knowledge, skills and creative imagination tailored to the needs of each project.

It is a source of continued pride that new and previous clients choose Komatsu for unusual or demanding development problems, seeking our services when they need exceptional creativity, thoughtful planning and strong management control.

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

Project Team

Schuler Shook is an internationally recognized theatre consulting firm founded in 1986 with extensive experience in the planning of performing arts facilities. They provide theatre planning, consulting and technical systems design services. They collaborate with architects, engineers, acousticians, performing arts organizations, as well as municipalities and government officials to translate artistic needs into design and construction requirements.

Schuler Shook excels at working collaboratively and creatively, striving to inform the design process in the most positive ways possible to reinforce the architectural concepts and to assure that the building supports the work of the artists engaged there.

The firm's projects include professional, civic and community theatres, opera houses, concert halls, dance theatres, ballrooms, and school performance venues; they range from less than 100 seats to over 15,000 seats.

Schuler Shook takes pride in their work, and values their relationships. They believe in flexibility, practicality, and expandability. Above all, they design theatres that work, both now and in the future.

Summit Consultants provides mechanical, electrical, plumbing engineering design services for a variety of market sectors including historic preservation and theaters/entertainment venues. Summit's success resides in their collaboration, coordination and quality control processes.

ETTL Engineers & Consultants, Inc. is headquartered in Tyler, Texas, has been providing a broad range of engineering and consulting services to industrial, commercial, governmental and private clients in Texas since 1965. They offer comprehensive geotechnical and construction materials engineering services along with fully equipped testing laboratories, and makes available state-of-the-art contract laboratory services.

Caye Cook & Associates (CCA) is a full service landscape architectural firm. Established in 1992, CCA has prepared numerous landscape and hardscape plans to create usable and enjoyable public outdoor spaces. CCA has worked with design teams, community groups, artists and governmental sponsors to express a sense of place. The plans express architectural materials and motifs in the paving and planting in an imaginative, yet sustainable way.

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

JQ contributes innovative structural engineering solutions responsive to architectural design, project schedules and budgets. With over thirty years at the forefront of engineering design, our historic preservation services include initial condition assessment, structural capacity evaluation, recommendations for restoration, modification and repair, and construction administration. We work closely with our clients, historical architects, and contractors to create construction solutions that will restore and maintain the structural integrity of historic structures.

KSA provides civil engineering services for community facilities, such as water and wastewater treatment plants, street and drainage improvements and recreational facilities. Founded in Longview in 1978, the firm commonly assists Texas cities with the development of capital improvement plans for infrastructure needs. They utilize all their resources to provide long-term, high-quality, functional solutions.

CCM Construction Services, LLC offers comprehensive construction cost estimating services. CCM provides design and budgetary estimates including assessments at all design phases. The firm also offers estimates supporting pre-construction, construction and post-construction efforts. CCM has worked extensively with Komatsu on conceptual cost estimates for existing facility adaptive use.

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Project Team Organizational Chart

Historic Preservation, Architecture, Interior Design and Team Management
Komatsu Architecture
Kelli Dilday, AIA
Project Manager
Rick Sacy
Project Coordinator
Karl A. Komatsu, AIA LEED® AP
Principal-in-Charge

Theater Programming, Acoustics and Lighting Design
Schuler Shook
Jack P. Hagler, ASTC

MEP Engineering
Summit Consultants, Inc.
Brian Richards, PE
Mechanical Engineer
David G. Meier, PE
Fire Protection Engineer
Mark W. Tiner, PE
Electrical Engineer

Structural Engineering
JQ
Stephen H. Lucy, PE

Civil Engineering
KSA
Travis Pierce, PE

Geotechnical Engineering
ETTL Engineers & Consultants, Inc.
Russell W. Gibson, PE

Cost Estimating
CCM Construction Services, LLC
John Coakley, CPE,
LEED® AP BD+C

Landscape Architecture
CCA Landscape Architects
Caye Cook, PLA, ASLA

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KELLI DILDAY, AIA
Komatsu Architecture

Project Role
Project Manager

Background
Kelli Dilday has been with Komatsu Architecture since 1999, serving as historic preservation technician, then architect, for all of the firm's preservation programs. Kelli has specific experience in the assessment and renovation of complex public use facilities, such as auditoriums, theaters and courthouses. Her experience is not restricted to historic preservation efforts, however, extending to design/build projects and other new construction assignments. This enables Kelli to also be skilled in the design of new compatible structures in an historic setting.

Education
- Master of Architecture, Certificate in Historic Preservation, Texas A&M University, 1999
- Bachelor of Environmental Design, Texas A&M University, 1996
- Study abroad at ItalArt Center, Castiglion Fiorentino, Italy, Texas A&M University, 1995

Professional Registration
Registered Architect in Texas, No. 22199

- *18 years of preservation experience, 15 years with Komatsu Architecture*
- *Preservation experience lends Kelli's design capability for new compatible expansions*

Project Experience
- 1927 City Auditorium, City of Bowie
- 1931 Texas Theatre, Dallas
- 1903 Terrell Carnegie Library and Auditorium, City of Terrell
- 1914 Fannin High School and Auditorium, City of Mineral Wells
- 1912 St. Andrew's Episcopal Church, Fort Worth
- 1904 St. Andrew's United Methodist Church, Fort Worth
- 1912-1957 Historic Guinn School, Fort Worth
- 1911 T&P Depot (Visitors Center and Museum), City of Baird
- 1924 Depot (Visitors Center and Museum), City of Lancaster
- Historic City Hall and Fire Station, City of Taylor
- Historic High School, City of Taylor
- 1931 U.S. Post Office, Fort Worth
- 1895 Llano County Red Top Jail, Llano
- 1890 Throckmorton County Courthouse, Throckmorton
- 1914 Crosby County Courthouse, Crosbyton
- 1913 Montague County Courthouse, Montague
- 1884 Lampasas County Courthouse, Lampasas
- 1917 San Jacinto County Courthouse, Coldspring
- 1887/1931 Hamilton County Courthouse, Hamilton
- 1911 Cooke County Courthouse, Gainesville
- 1924 Limestone County Courthouse, Groesbeck
- 1916 Lynn County Courthouse, Tahoka
- 1913 Marion County Courthouse, Jefferson
- 1912 Franklin County Courthouse, Mount Vernon
- 1893 Dickens County Courthouse, Dickens
- 1937 Upshur County Courthouse, Gilmer
- 1929 Callahan County Courthouse, Baird
- 1885 Parker County Courthouse, Weatherford
- 1909 Glasscock County Courthouse, Garden City

Has dedicated her career to historic preservation

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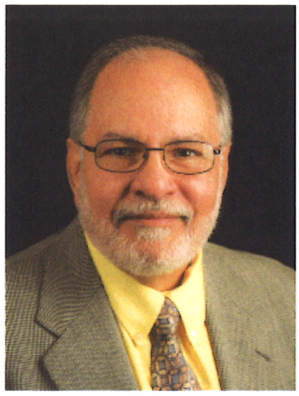

RICK A SACY, ASSOCIATE AIA

Komatsu Architecture

Project Role

Project Coordinator

Background

Rick Sacy's experience covers over 40 years in engineering/architecture. He went full time in the architectural beginning in 1995 as designer to the present. Rick joined the Komatsu team 10 years ago. He specializes in project coordination and development, including Construction Administration.

Education

El Centro College, Dallas Texas, 1974-1975 and 1988-1991

Professional Registration

- Associate Member of the American Institute of Architects (AIA)
- Associate Member of the Texas Society of Architects (TSA)

- *More than 40 years of experience; 10 years with Komatsu*
- *Works closely with the project team*

Project Experience

- 1924 Historic Highland Park Library Renovation, Dallas
- 1924 Guinn School Restoration, Dallas
- 1903 Terrell Carnegie Library and Auditorium, City of Terrell
- 1890 Throckmorton County Courthouse, Throckmorton
- 1893 Dickens County Courthouse, Dickens
- 1929 Callahan County Courthouse Window Replacement, Baird
- 1909 Glasscock County Courthouse, Garden City
- 1937 Upsher County Courthouse, Gilmer
- 1878 Parker County Courthouse, Weatherford
- 1883 Shackelford County Courthouse, Albany
- 1911 Cooke County Courthouse Full Restoration, Gainesville
- Veteran's Medical Center, Dallas, Texas
- John Peter Smith Hospital-Sub Division, Arlington
- Fort Worth Baptist Theological Seminary, Fort Worth
- Mansfield Courthouse Precinct 7, Mansfield
- Dallas Love Field-Concourse, Dallas
- New Bus Maintenance and Operations Facility-Waco Transit Company, Waco
- Eglin Air Force Base Commissary, Eglin, FL
- Fort Bliss Army Base Commissary, El Paso
- Highland Park Library, Dallas
- 1911 Cooke County Courthouse, Gainesville
- 1890 Throckmorton County Courthouse, Throckmorton
- Shoppette for National Guard Base, Barrigada, Guam
- Popeye's Restaurant/Kadena AFB, Okinawa Japan

Experienced in team coordination for accurate project delivery

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KARL KOMATSU, AIA, LEED® AP

Komatsu Architecture
President

Project Role

Principal-in-Charge

Background

Karl Komatsu has a special interest and involvement in preservation and historic context programs. His office has been actively involved in a range of planning and historic resource management efforts, as well as new facility development for municipalities and institutions. Many of these programs have addressed issues involving local building and health codes; National Environmental Protection Act (NEPA); National Historic Preservation Act (NHPA) Sections 106, 110 and, 111.

Education

- Bachelor of Architecture, University of Virginia, Charlottesville, 1974
- International Center for Palladian Studies, Vicenza, Italy

Professional Registration

- Registered Architect in Texas No. 6843
- Registered Interior Designer in Texas No. 1598
- NCARB Certification
- US Green Building Council LEED® Accredited Professional

- *More than 30 years with Komatsu Architecture but has been a Komatsu all his life*
- *Oversees all of the firm's programs*

Former Chairman of the Texas Historical Commission

Project Experience

- 1927 City Auditorium, City of Bowie
- 1927 Kidd Key Auditorium, City of Sherman
- 1931 Texas Theatre, Dallas
- 1903 Terrell Carnegie Library and Auditorium, City of Terrell
- 1914 Fannin High School and Auditorium, City of Mineral Wells
- 1899 Strathmore Mansion Performing Arts Center, Montgomery County, MD
- 1807 Riversdale Mansion, Prince Georges County, MD
- 1927 Kidd Key Auditorium, Sherman, Texas
- 1912 St. Andrew's Episcopal Church, Fort Worth
- 1904 St. Andrew's United Methodist Church, Fort Worth
- 1911 T&P Depot (Visitors Center and Museum), City of Baird
- 1924 Depot (Visitors Center and Museum), City of Lancaster
- 1890 Throckmorton County Courthouse, Throckmorton
- 1883 Shackelford County Courthouse, Albany
- 1914 Crosby County Courthouse, Crosbyton
- 1913 Montague County Courthouse, Montague
- 1884 Lampasas County Courthouse, Lampasas
- 1917 San Jacinto County Courthouse, Coldspring
- 1887/1931 Hamilton County Courthouse, Hamilton
- 1911 Cooke County Courthouse, Gainesville
- 1924 Limestone County Courthouse, Groesbeck
- 1916 Lynn County Courthouse, Tahoka
- 1913 Marion County Courthouse, Jefferson
- 1912 Franklin County Courthouse, Mount Vernon
- 1893 Dickens County Courthouse, Dickens
- 1937 Upshur County Courthouse, Gilmer
- 1929 Callahan County Courthouse, Baird
- 1885 Parker County Courthouse, Weatherford
- 1909 Glasscock County Courthouse, Garden City
- 1939 Comanche County Courthouse, Comanche
- 1897 DeWitt County Courthouse, Cuero
- 1914 Kleberg County Courthouse, Kingsville

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JACK P. HAGLER, ASTC

Schuler Shook
Partner

Project Role

Theater Programming and Lighting Design

Background

Jack Hagler has over 40 years' experience as a designer, technician, contractor and consultant for a variety of assembly facilities. Project types include professional, educational, and civic theatres, hotel and convention facilities, houses or worship, theme parks, and sports/ entertainment arenas.

Jack's projects benefit greatly from his planning, design and project management experience and deep knowledge gained from working and designing a variety of assembly venues. Jack is continually broadening his knowledge of performing arts venue design and operation through his very active participation in the American Society of Theatre Consultants and the International Association of Venue Managers.

Education

Bachelor os Arts in Theatre Arts, Texas Tech University

Organizations

- American Society of Theatre Consultants
- International Association of Venue Managers
- United States Institute for Theatre Technology
- AIA Dallas Allied Member
- Illuminating Engineering Society
- Texas Nonprofit Theatres

Project Experience

- Cultural Arts Master Plan, City of Richardson
- Will Rogers Memorial Center Auditorium, City of Fort Worth
- Buddy Holly Hall Theater, Lubbock
- City Performance Hall, City of Dallas
- The Kessler Theater, Dallas
- Performing Arts Center, McKinney
- Civic Theatre Study, City of Hamilton
- Sam Houston State University Gaertner Performing Arts Center, Huntsville
- University of North Texas Paul Voertman Concert Hall, Denton
- University of Texas at Brownsville/Texas Southmost College Theater, Brownsville
- South Texas College Cooper Center for Communication Arts, McAllen
- Del Mar College Richardson Auditorium, Corpus Christi
- Lee College Performing Arts Center, Baytown
- Historic Balboa Theater, San Diego, CA
- Bastrop Opera House Study, Bastrop
- New Isis Theatre Evaluation, Fort Worth
- McAllen Convention Center Rigging System, McAllen
- Houston Baptist University Performing Arts Center, Houston
- Texas A&M University Liberal Arts and Arts & Humanities Building, College Station
- Austin ISD Centralized Performing Arts Center, Austin
- Mansfield ISD Auditorium and Professional Development Center, Mansfield
- Mount Sinai Missionary Baptist Church, Austin
- Saint Andrews Episcopal School Fine Arts Center, Austin

THEATRE PLANNERS
LIGHTING DESIGNERS
Schuler Shook

KOMATSU
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BRIAN RICHARDS, PE

Summit Consultants, Inc., President

Project Role
Mechanical Engineer

Education
Bachelor of Science, Mechanical Engineering, The University of Utah

Professional Registration
Registered Professional Engineer in Texas, No. 74703

Background
Brian Richards has 31 years of experience providing mechanical engineering for a wide variety of projects that includes Performance Halls and Theaters, Museums, Higher Education, K-12 Schools and Office Buildings.

Project Experience
- Ridglea Theater Renovation, Fort Worth
- Jubilee Theatre Expansion, Fort Worth
- Casa Manana Theatre Renovation, Fort Worth
- Texas Woman's University Redbud Theater Renovation, Denton
- Texas Wesleyan University Fine Arts Auditorium and Annex Renovation (Included Historic Performance Hall), Fort Worth
- Fort Worth ISD Visual and Performing Arts Building, Fort Worth
- City Auditorium, City of Bowie
- Historic Santa Fe Railroad Museum Renovation and Adaptive Reuse, Paris
- Jimmy Dean Museum Modifications and Expansion, Plainview
- Sid Richardson Museum Expansion and Renovation, Fort Worth
- National Cowgirl Museum and Hall of Fame, Fort Worth
- National Cowgirl Museum Renovation, Fort Worth
- Kimbell Art Museum Expansion, Fort Wort

DAVID G. MEIER, PE

Summit Consultants, Inc.

Project Role
Fire Protection Engineer

Education
Bachelor of Science, Mechanical Engineering, The University of New Mexico

Professional Registration
Registered Professional Engineer in Texas, No. 90657

Background
David Meier has 27 years of experienced in the design of plumbing and fire sprinkler systems for a wide range of projects including buildings for the performance facility and museum market sector.

Project Experience
- Historic Texas Theatre Restoration, Dallas
- Ridglea Theater Renovation, Fort Worth
- Jubilee Theatre Expansion, Fort Worth
- Casa Manana Theatre Renovation, Fort Worth
- Texas Woman's University Redbud Theater Renovation, Denton
- Western State College of Colorado Experimental Theater, Gunnison, CO
- Sid Richardson Museum Expansion and Renovation, Fort Worth
- National Cowgirl Museum and Hall of Fame, Fort Worth
- Kimbell Art Museum Expansion, Fort Worth
- Historic Santa Fe Railroad Museum Renovation and Adaptive Reuse, Paris

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MARK W. TINER, PE

Summit Consultants, Inc.
Principal

Project Role
Electrical Engineer

Education
Bachelor of Science, Mechanical Engineering, The University of Utah

Professional Registration
Registered Professional Engineer in Texas, No. 75476

Background
Mark Tiner is a principal of the firm with 28 years of experience. He provides electrical engineering and project management for projects in the performance facility and museum market sector.

Project Experience
- Jubilee Theatre Expansion, Fort Worth
- Casa Manana Theatre Renovation, Fort Worth
- Texas Woman's University Redbud Theater Renovation, Denton
- Arts Center, Irving
- Sid Richardson Museum Expansion and Renovation, Fort Worth
- National Cowgirl Museum and Hall of Fame, Fort Worth
- Kimbell Art Museum Expansion, Fort Worth

STEPHEN H. LUCY, PE

JQ
Principal

Project Role
Structural Engineer

Education
- Texas A&M University, Master of Engineering in Civil Engineering, 1983
- Texas A&M University, Bachelor of Science in Civil Engineering, Summa Cum Laude, 1982

Professional Registration
Licensed Professional Engineer in Texas, No. 62420

Background
With 34 years of experience, Steve Lucy has built an impressive track record involving a diverse portfolio of structural projects, including investigations and assessments, renovations and restorations, new construction and historic preservation.

Project Experience
- Bosque County Conservatory of Fine Arts, Clifton
- Sulphur Springs ISD Theater Renovation, Sulphur Springs
- The University of Texas at Arlington Texas Hall Rigging Upgrades, Arlington
- Palace Arts Center Theater Renovation, Grapevine
- Heritage Theater Masonry Facade Stabilization, Grapevine
- Texas Theater Restoration, City of Kilgore
- Visitors Center, City of Ennis
- Levi Jordan Plantation Visitor Center, Texas Historical Commission, Brazoria
- Layland Museum Restoration and Addition, City of Cleburne
- Lynn County Courthouse Restoration, Tahoka
- Throckmorton County Courthouse Restoration, Throckmorton
- Marion County Courthouse Restoration, Jefferson
- Upshur County Courthouse Restoration, Gilmer
- Fannin County Courthouse Restoration, Bonham
- Bosque City Courthouse Restoration, Meridian

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TRAVIS PIERCE, PE

KSA

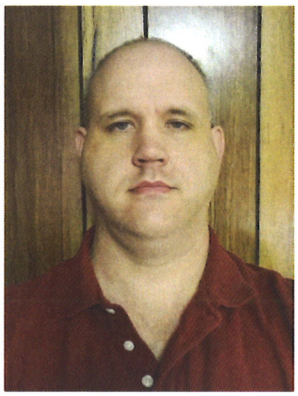
Project Role
Civil Engineer

Education
Bachelor of Science in Civil Engineering
Texas Tech University, 2005

Professional Registration
Registered Professional Engineer in Texas, No. 10624

Background
Travis Pierce joined KSA in 2015 with a well-rounded engineering foundation. His experience began in land development, which introduced him to agency coordination, planning and infrastructure design. From there he moved into permitting projects for natural gas exploration. Travis has been a leading team member heavily involved in infrastructure improvements.

Project Experience
- Buildings and Parking Lot Expansion/Renovations, City of Texarkana
- 2016 Bridge and Culvert Improvements, City of Longview
- New Police Station,City of Rockdale
- Leadership Prep School (LPS)
- Tucker Hill 3 Story Office Building
- 2015 General Cable Equipment Relocation Master Plan, Scottsville Plant
- General Cable Lone Star Building, Scottsville
- Master Plan for General Cable Building Expansion



RUSSELL W. GIBSON, PE

ETTL Engineers & Consultants, Inc.

Project Role
Geotechnical Engineer

Education
Bachelor of Science in Civil Engineering
Texas A&M University, 1997

Professional Registration
Registered Professional Engineer in Texas, No. 104979

Background
Rusty Gibson has over 19 years of experience in all phases of civil engineering design and construction in the areas of geotechnical engineering, construction materials testing, roadway design, residential and commercial developments, construction inspection and quality control. As a project manager for ETTL, Rusty has worked in the area of geotechnical engineering as it relates to foundation and earthwork recommendations including both shallow and deep foundation elements.

Project Experience
- The Silvermoon Renovation, Texarkana
- Texarkana Hotel & Convention Center, Texarkana
- Texas A&M University - Texarkana Student Housing, Texarkana
- Longview ISD Foster Middle School Renovations, Longview
- Water Park and Staybridge Hotel, Texarkana
- Reunion Plaza Addition, Texarkana
- Railroad Statue, City of Texarkana
- New Elementary Campus Texarkana ISD, Texarkana
- Wadley Regional Medical Center, Texarkana

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JOHN E. COAKLEY, CPE, LEED® AP BD+C

CCM Construction Services, LLC
Principal and Director

Project Role
Cost Estimator

Education
- Bachelor of Science, Finance, Louisiana State University, 1988
- A.A.S., Construction Management, North Lake College, 2003

Professional Registration
- Certified Professional Estimator (CPE), American Society of Professional Estimators
- U.S. Green Building Council LEED® AP BD+C

Background
John Coakley has nearly 30 years of professional experience including 16 years of direct construction industry experience and 7 years with CCM. He has served in financial and cost management roles, performed analysis and resolution of construction claims, engaged in economic and industry research, and developed cost estimates for a variety of municipal, commercial, and industrial projects.

Project Experience
- 1927 City Auditorium, City of Bowie
- 1012 Saint Andrews Episcopal Church, Fort Worth
- 1903 Terrell Carnegie Library and Auditorium, City of Terrell
- 1914 Fannin High School and Auditorium, City of Mineral Wells
- 1916 Lynn County Courthouse, Tahoka
- City Hall Renovation, City of Grand Prairie
- Town Hall, Town of Westover Hills
- 1893 Dickens County Courthouse and New Annex, Dickens
- Nancy Carol Roberts Memorial Library, City of Brenham
- Callahan County Courthouse Emergency Repairs, Baird
- 1914 Fielder House, Arlington
- 1937 Upshur County Courthouse, Gilmer

CAYE COOK, PLA, ASLA

CCA Landscape Architects
Principal

Project Role
Landscape Architect

Education
- M.S. Agriculture and Extension Education, Mississippi State University, 1979
- B. Landscape Architecture, Mississippi State University, 1975

Professional Registration
- Registered Landscape Architect in Texas, No. 1275
- American Society of Landscape Architects, Member
- Texas Native Plant Society, Member

Background
Caye Cook has 32 years of experience, 25 of those with her own firm. Caye has worked on a variety of event facilities and performance venues. As a full service Landscape Architectural firm, CCA offers landscape/ hardscape site and master planning along with design and documentation. No matter the project, Caye brings a keen sense of aesthetics and design combined with a knowledge of soft and hardscape materials and targeted to the client's needs and budget.

Project Experience
- City Performance Hall, Dallas
- Founders Plaza, Dallas County
- Dallas City Performing Arts Hall, Dallas
- Dallas Black Dance Theater, Dallas
- Booker T. Washington Arts Magnet School, Dallas
- The Women's Museum, Fair Park, Dallas
- American Airlines Center & Victory Plaza, Dallas
- Dallas Museum of Art Sculpture Garden, Dallas
- Santa Fe Depot Plaza and Harvey House Historical Area, TxDOT, Brownwood
- Rosa Parks Patron Plaza, Dallas
- Dallas County Founders Plaza, Dallas

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Kidd Key Auditorium

Sherman, Texas

Building Assessment, Master Plan and Restoration

Seating Capacity: 1,300

Description of Scope

Komatsu Architecture provided services to the City of Sherman in support of the restoration of the 1927 Georgian Revival Style Kidd-Key Auditorium, the centerpiece of the civic complex. For a study completed in 1996, Komatsu worked as preservation consultants in the initial phase of building condition assessment. A master plan was completed for the Kidd-Key Municipal Building in an effort to examine existing space usage and future projections for city departments, meeting places, and social gatherings.

Komatsu then completed the restoration, which included a full restoration of the auditorium with theatrical equipment, kitchen renovations, gallery and hall adaptive design.

KOMATSU
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1927 Bowie City Auditorium

City of Bowie, Texas

Master Plan, Restoration Documentation, Grant Writing

Seating Capacity: 900

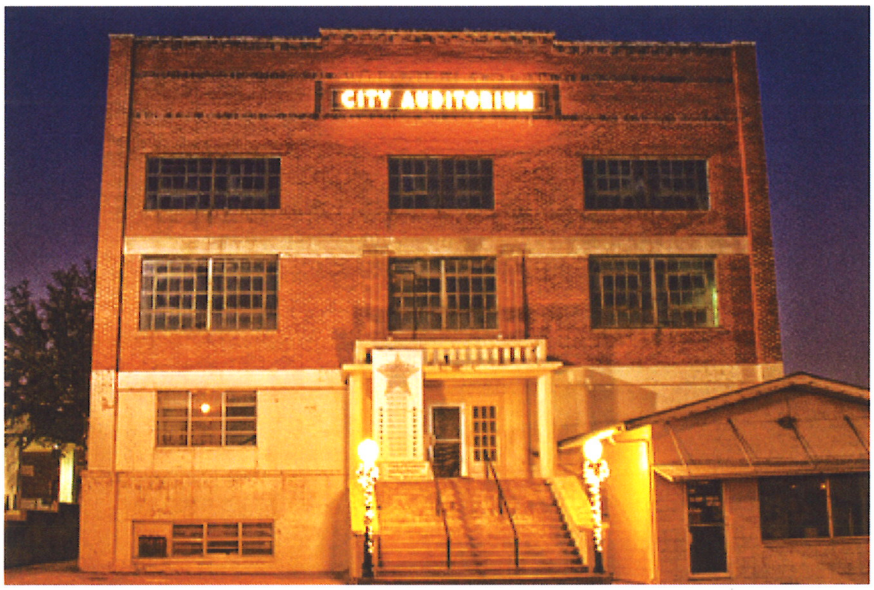
Project Description

The Bowie Auditorium was built in 1927 in the midst of the "Build Bowie Bigger and Better" community improvement campaign. With the help of Komatsu Architecture, the City of Bowie and the Friends of the Bowie Auditorium have been working diligently to re-establish this civil building as a lively regional venue for arts, entertainment, education and community activities.

In addition to architectural preservation services, Komatsu Architecture is providing pro bono grant writing services to assist the City in their fundraising efforts.

The Bowie Auditorium building encompasses approximately 19,000 square feet and the revitalization will bring out the following features for the community's use:

- State of the art, 900-seat auditorium
- Movie projector and screen
- Art and historical exhibit galleries
- Municipal offices and dressing rooms on the lower level
- Mezzanine room for community functions



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1931 Texas Theater Restoration

Dallas, Texas

Restoration Documentation

Seating Capacity; 650

Project Description

Komatsu Architecture was retained by the Oak Cliff Foundation to develop restoration and fundraising plans for the 1931 Texas Theater, which is a historically-significant theater in Oak Cliff (south Dallas). On November 22, 1963, Lee Harvey Oswald was apprehended inside this theater after assassinating President John F. Kennedy.

The theater, at 231 W. Jefferson Blvd., was an avant-garde venue when it opened in April 1931. It was the first theater in Texas to have air conditioning, and its lavish decor featured scenes from a Venetian court with canals, bridges, buildings and balconies.

Komatsu Architecture completed the programming, the fundraising materials and the documents for restoration and renovation to include ADA and life safety upgrades. Komatsu Architecture also pursued grants for the restoration on behalf of the Oak Cliff Foundation.

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The Majestic and Empire Theatres

San Antonio, Texas

Programming, Lighting, Rigging and Curtains

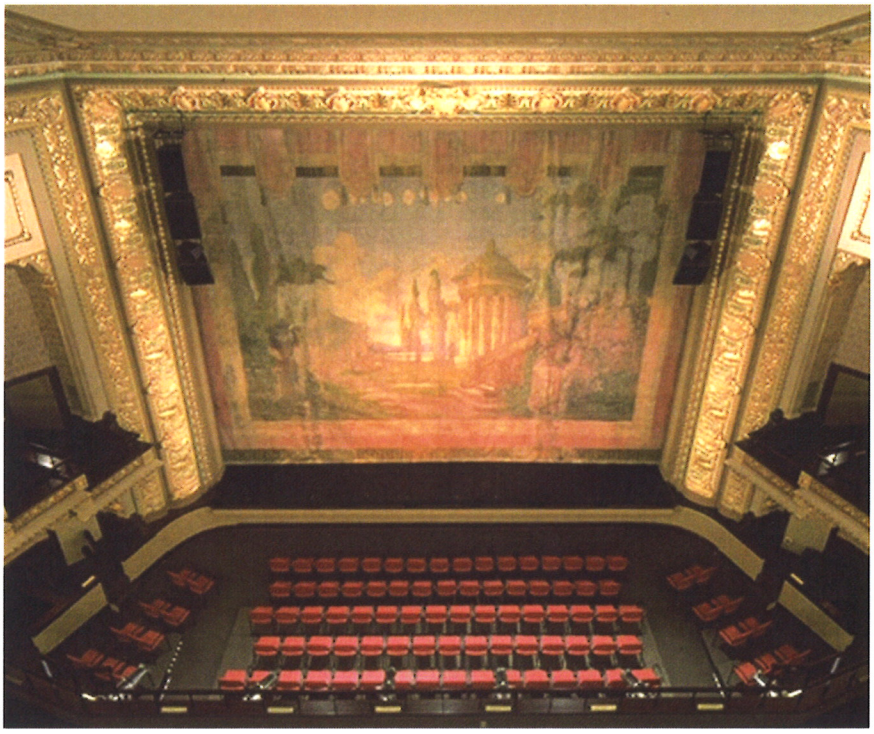
Majestic Seating Capacity: 2,250; Empire Seating Capacity: 900

Project Description

The renovation of the Empire Theatre completed the repositioning of this two venue facility in the heart of downtown San Antonio. The Empire is a proscenium theatre which is used for dance, music, lecture and small drama performances. This theatre has a custom flexible seating system on the orchestra level which allows for three different configurations: Traditional Theatre Seating, Cabaret Seating, and "Pops" Seating. Schuler Shook provided complete theatre consulting services to bring this 900-seat facility back to life. Schuler Shook's scope of work for the Empire Theatre included theatrical and architectural lighting systems, theatre programming, sightlines, stage and house support area development, stage rigging systems, stage curtains.

The Empire Theatre's adjacent atmospheric proscenium venue, the Majestic Theatre, had previously received a stage house extension and new rigging system, designed by Schuler Shook. The Majestic Theatre is used for popular music, orchestra, and Broadway Touring Companies. The two theatres are jointly operated and scheduled affording flexibility and maximizing income. Schuler Shook's scope of work for the Majestic Theatre included new stage rigging systems and stage house expansion.

Majestic Theatre



Empire Theatre

THEATRE PLANNERS
LIGHTING DESIGNERS
Schuler Shook

KOMATSU
ARCHITECTURE

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Saenger Theatre

New Orleans, Louisiana

Renovation and Expansion

Seating Capacity: 4,000

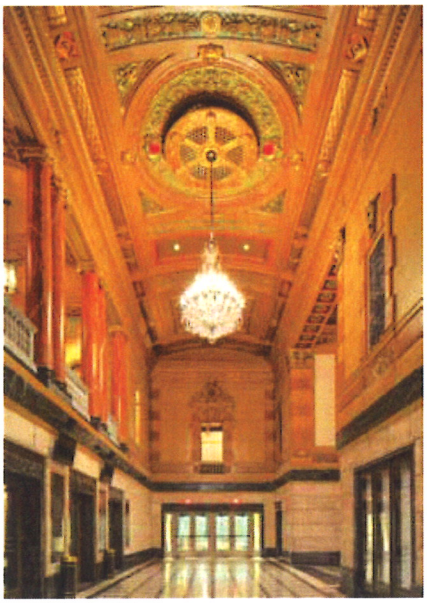
Project Description

Originally opened in 1927, the Saenger Theatre provided many years of theatre, film, and music to New Orleans. Hurricane Katrina devastated this theatre in 2005, rendering the building damaged and idle for many years.

Schuler Shook provided Theatre Planning and Architectural Lighting Design services for the $52 million major restoration that resulted. The atmospheric theatre had increase versatility and functioning with an expanded stage house, all new building and performance systems, and restoration of numerous historic finishes.

The lighting design included refurbishing historic fixtures with updated wiring and circuits for optimal control and replicating missing fixtures with energy efficient and easy to maintain solutions.

The National Trust for Historic Preservation cited the site as one of ten historic sites saved in 2013.



THEATRE PLANNERS
LIGHTING DESIGNERS
Schuler Shook

KOMATSU
ARCHITECTURE

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

Colonial Theatre

Pittsfield, Massachusetts

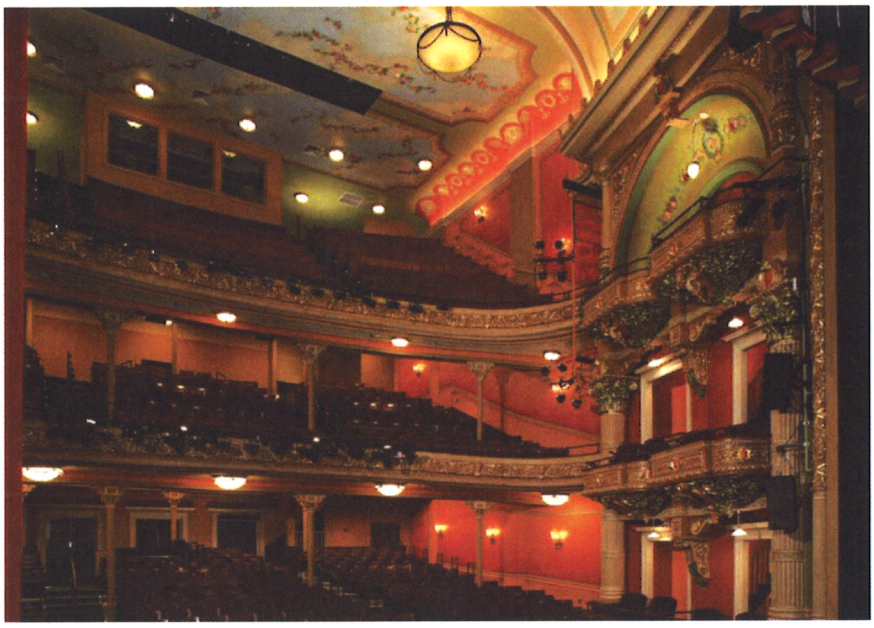
Renovation and Expansion

Seating Capacity: 810

Project Description

Built in 1903, the 810-seat Colonial Theatre operated until 1949. In 2001, the Colonial Theatre Association purchased the theatre. The renovation includes a small expansion to address circulation and ADA compliance, a stage house that was expanded vertically, and the coupling to the adjacent building to provide a location for dressing rooms, lobby, offices and support spaces.

Schuler Shook provided theatre planning throughout the facility and designed new lighting and rigging systems, as well as production infrastructure.



THEATRE PLANNERS
LIGHTING DESIGNERS
Schuler Shook

KOMATSU
ARCHITECTURE

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The Kessler

Oak Cliff, Texas

Planning and Stage Lighting Design

Venue Can Accommodates 125 to 500

Project Description

The Kessler Theater opened as an Oak Cliff movie house in the early days of World War II. Once owned by Gene Autry the Singing Cowboy, it was crushed by a tornado in 1957, rebuilt as a revival church and gutted by fire five years later.

The restoration process included transforming the burnt-out shell into a mixed-use venue that includes a performance space, dance studio, art gallery and more. Schuler Shook provided the theatre planning services and design of the stage lighting systems.

According to The Dallas Observer, it is "easily the best listening room in town." The Kessler Theater also was recently awarded the 2010 Ruth Chenowith OOCCL Conservation Achievement Award by the Old Oak Cliff Conservation League.

THEATRE PLANNERS
LIGHTING DESIGNERS
Schuler Shook

KOMATSU
ARCHITECTURE

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

Project Approach

The Komatsu Architecture Team will bring an inclusive work style through Owner work sessions, so that the design and technical requirements correspond to the Owner's vision. To achieve the project within budget, we adhere to milestone reviews and provide cost options for you to control the cost process from the beginning and throughout the project design and documentation. We bring the insight and experience of a collaborative expert's understanding through our theater and technical lighting consultant, Schuler Shook.

The basic steps we go through with you are:

- Conduct an existing conditions assessment and measured drawings (if original documents are not available)
- Programming Verification: Review of your decision-process and conclusions; confirm that you are happy with the definition and allocation of resources to achieve the optimum results; offer options if there are alternative considerations to take into account
- Pre-design Budget Check: From your approved program requirements, we review with you the gross square foot cost and areas where we may see savings while not sacrificing your functional goals, or where additional funds allocation might achieve a more predictable result that you are already attempting to achieve
- Survey of life safety and accessibility compliance requirements to be included
- We use your guidance in terms of retaining or changing the existing character of the facility. The goal is to enhance the operations, atmosphere, or other aspects that might need to be updated to bring the theater into code compliance without sacrificing the beauty and character of the structure
- Design approvals from you are required at each milestone so that there are no surprises; adjustments are made along the way to tweak the design until it is what you hoped for, anticipated, and need
- Confirm the budget compliance through our construction documents and provide a final cost estimate prior to bid or sealed competitive proposal solicitation
- Stay with the project through punch list with the team's construction administration services

Karl Komatsu, the historic preservation principal on this project, has served as Chairman of the Texas Historical Commission (THC). Komatsu's relationship with the THC dates back to the early 1980s, and we consider the relationship to be a close one with a great deal of mutual respect. Komatsu is currently working with the THC on multiple landmark projects, several Texas Courthouse projects, Section 106 negotiations and tax credit projects.

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

For nearly 40 years of completing historic preservation projects, Komatsu Architecture has followed the guidance of the Secretary of the Interior's Standards for Historic Preservation and Rehabilitation. This has been in coordination with and with the approval of the State Historic Preservation Office (SHPO) within a particular state's jurisdiction. Here in Texas, we have worked extensively with the Texas Historical Commission staff continuously since 1981. We address both State of Texas and US Federal guidelines and regulations for our work as registered architects and engineers in Texas, as well as twelve other jurisdictions. Some of the critical and relevant "standards" and agency coordination points are:

- Texas Historical Commission
- Texas Antiquities Code
- Texas Department of Licensing and Regulation (Texas Accessibility Standards/TAS)
- Secretary of the Interiors Standards for Historic Preservation and Rehabilitation
- National Building Codes
- Americans with Disabilities Act (ADA)
- Local Code Amendments

"Best Practices" range from community relations together with planning and programming tasks to practical design considerations to budget accountability to construction tolerances and practices to final occupancy and one-year construction and systems warranty review. Some of the practices applicable to this program include:

- Listening to our client first
- Helping the owner to plan for construction cost, schedule, and scoping contingencies
- Creating more storage space in historic structures
- Not taking someone's lack of input for granted – striving to get an individual or organization to participate or respond
- Giving the Owner/User options for a solution, including degree of accomplishing their objective and cost implications
- Recommending, at a minimum, a sealed competitive proposal format for procuring construction services; and possibly consider a Construction Manager at Risk (CMAR) to accomplish the work

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

References

Komatsu Architecture
Sheila Davis, Auditorium Manager
City of Sherman
903.892.7230
sheilad@ci.sherman.tx.us

Ms. Penny Tripp, Chairman
Friends of the Bowie Auditorium
(940) 872-6246
pennystripp@yahoo.com

Jack Clark
Retired Lampasas County Auditor
512-556-0522
corvette61@hotmail.com

Ossana Hermosillo, Director
Fort Worth Business Assistance Center
(817) 871-6025
ossana.hermosillo@fortworthgov.org

Betty L. Henson
Baird Chamber of Commerce
(325) 854-1756

Schuler Shook
Kirk Feldmann, Chief Operating Officer
Majestic Theatre
(210) 226-5700
kfeldmann@majesticempire.com

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Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

REQUEST FOR PROPOSAL

DATE: March 3, 2017

City of Texarkana, Texas
PURCHASING AND CONTRACTS DEPARTMENT
220 TEXAS BLVD
TEXARKANA, TEXAS 75501
PH: (903) 798-3976 FAX: (903) 798-3922
moores@txkusa.org

RFP#2017-2001-09

RFP CLOSING DATE
March 20, 2017 @ 2PM CST

PLEASE FILL IN ORGANIZATION NAME & ADDRESS IN THE SPACES PROVIDED:

Komatsu/Rangel, Inc. dba Komatsu Architecture
3880 Hulen Street
Suite 300
Fort Worth, Texas 76107

817-332-1914

DESCRIPTION OF REQUEST FOR QUALIFICATIONS

This document constitutes a request for proposals from experienced engineers and architects to design and prepare plans for the building, expansion, remodeling, and redesign project for the Perot Theater and Annex.

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED PROPOSER HAVING EXAMINED THE REQUEST FOR PROPOSAL AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE ATTACHED PROPOSAL. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

Signature Karl A. Komatsu Title President

Print Name Karl A. Komatsu Date March 20, 2017

RETURN THIS ENTIRE DOCUMENT WITH YOUR PROPOSAL.

Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

KOMAINC-01 NATALIEM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/17/2017

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
Brush Creek Partners LLC
4444 Broadway
Kansas City, MO 64111

CONTACT NAME:
PHONE (A/C, No, Ext): (816) 523-2323 FAX (A/C, No): (913) 800-8249
E-MAIL ADDRESS: info@brushkc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hanover Insurance Group	22292
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Komatsu/Rangel, Inc; Komatsu Architecture
3880 Hulen St., Suite 300
Fort Worth, TX 76107

COVERAGES CERTIFICATE NUMBER: 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	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE $	1,000,000
	CLAIMS-MADE X OCCUR			ODK A589554 01	04/01/2016	04/01/2017	DAMAGE TO RENTED PREMISES (Ea occurrence) $	300,000
							MED EXP (Any one person) $	5,000
							PERSONAL & ADV INJURY $	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE $	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG $	2,000,000
	OTHER:						$	
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) $	1,000,000
	X ANY AUTO			AWKA589531 01	04/01/2016	04/01/2017	BODILY INJURY (Per person) $	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident) $	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) $	
							$	
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE $	1,000,000
	EXCESS LIAB CLAIMS-MADE			ODK A589554 01	04/01/2016	04/01/2017	AGGREGATE $	1,000,000
	DED RETENTION $						$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A			W2K A589538 01	04/01/2016	04/01/2017	E.L. EACH ACCIDENT $	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE $	1,000,000
							E.L. DISEASE - POLICY LIMIT $	1,000,000
A	Prof. Liability			LHKA702109-01	08/06/2016	08/06/2017	Per Claim	2,000,000
A	Prof. Liability			LHKA702109-01	08/06/2016	08/06/2017	Aggregate	2,000,000

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

CERTIFICATE HOLDER
City of Texarkana, Texas
PO Box 1967
Texarkana, TX 75504

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

ACORD 25 (2016/03)

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Attachment: 2017-049 ATTH 01 Perot Theater Komatsu Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

MARLON BLACKWELL ARCHITECTS

with The University of Arkansas Community Design Center

Statement of Qualifications
Texarkana Art Park

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

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MARLON BLACKWELL ARCHITECTS

42 East Center Street
Fayetteville, Arkansas 72701
p. 479.973.9121
www.marlonblackwell.com

March 20, 2017

David Orr
Director
Planning & Community Development
City of Texarkana, Texas
220 Texas Blvd
Texarkana, Texas 75501

Dear David,

On behalf of Marlon Blackwell Architects and the University of Arkansas Community Design Center, it is my pleasure to submit our qualifications for the Texarkana Art Park. We commend you for the leadership you have shown on this project, and we are excited about the prospect of working with you again in the coming months.

Through our recently completed Texarkana Perot Theatre Restoration and Art Park Project, we have come to understand Texarkana as a place of rich opportunity and possibility. Within this context, the Texarkana Art Park is positioned to change the way people understand and use downtown. It can be the spark that motivates further private sector investment and elevates the livability of downtown, extending the Art Park's influence from a single parking lot to entire neighborhoods.

Our goal would be to develop a project that is a framework for the activity and life of the city, a place that captures the imagination and enhances the community's experience of the site. The creative collaboration of Marlon Blackwell Architects and the University of Arkansas Community Design Center will lead the process of translating the established vision into a plan that meets the City's budget and program requirements. We will be supported by a dedicated team of consultants, whom we have selected based on their knowledge and expertise in their respective fields.

I hope that the information and projects we share here are a testament to our team's expansive experience and to a process that maximizes the energies of our highly productive team, pairing bold, creative vision with precise technical and management skill in our efforts to achieve a transformative project for the City of Texarkana.

Sincerely,

Marlon Blackwell, FAIA

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100 ACRE ART AND NATURE PARK
INDIANAPOLIS, INDIANA

MARLON BLACKWELL ARCHITECTS
with The University of Arkansas Community Design Center

"It should not be so difficult for you to look into the ashes of a fire, or stains of a wall, or clouds, or mud, or like places in which you may find really marvelous ideas."

- Leonardo da Vinci

With each project that is what we try to do - to find truly marvelous ideas out of the unique condition of a place.

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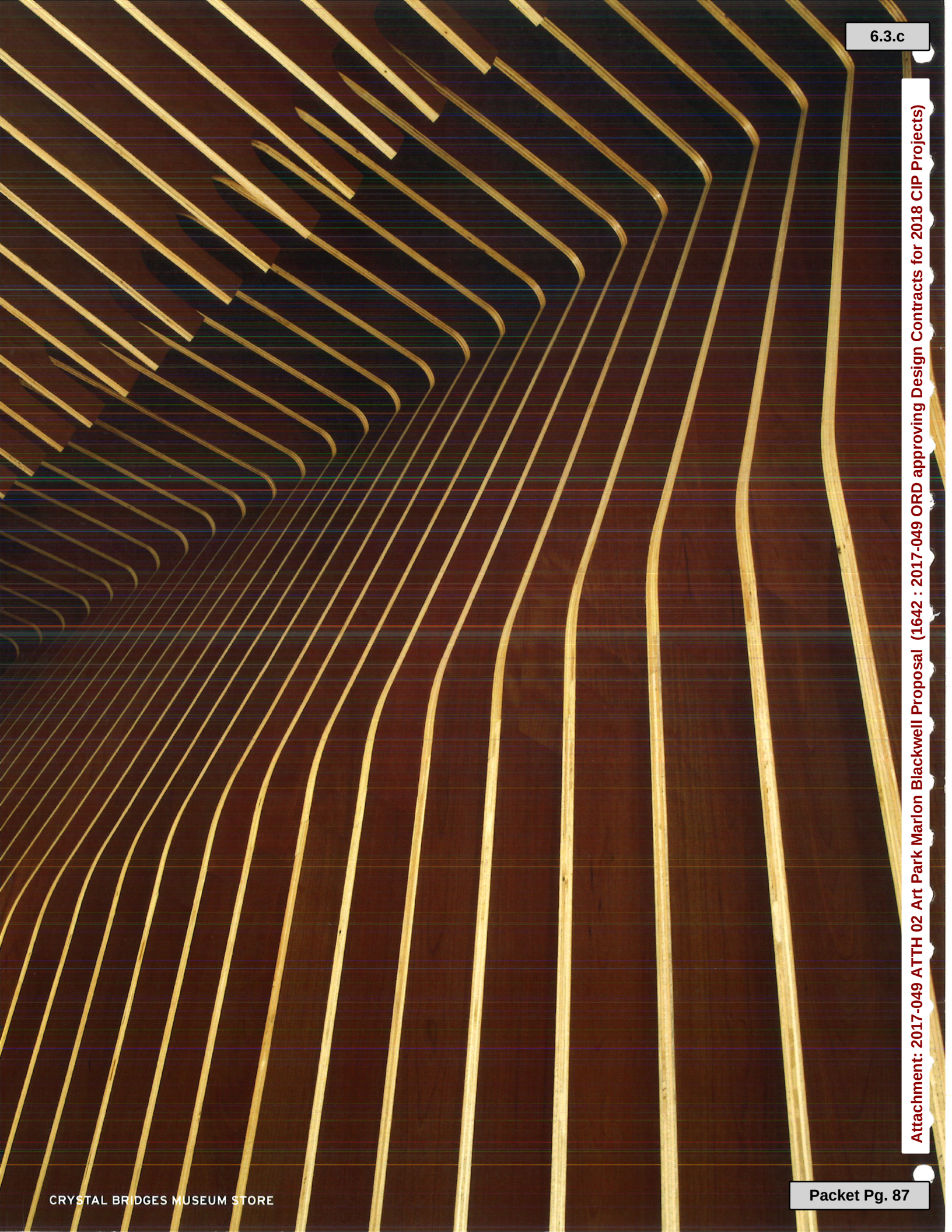

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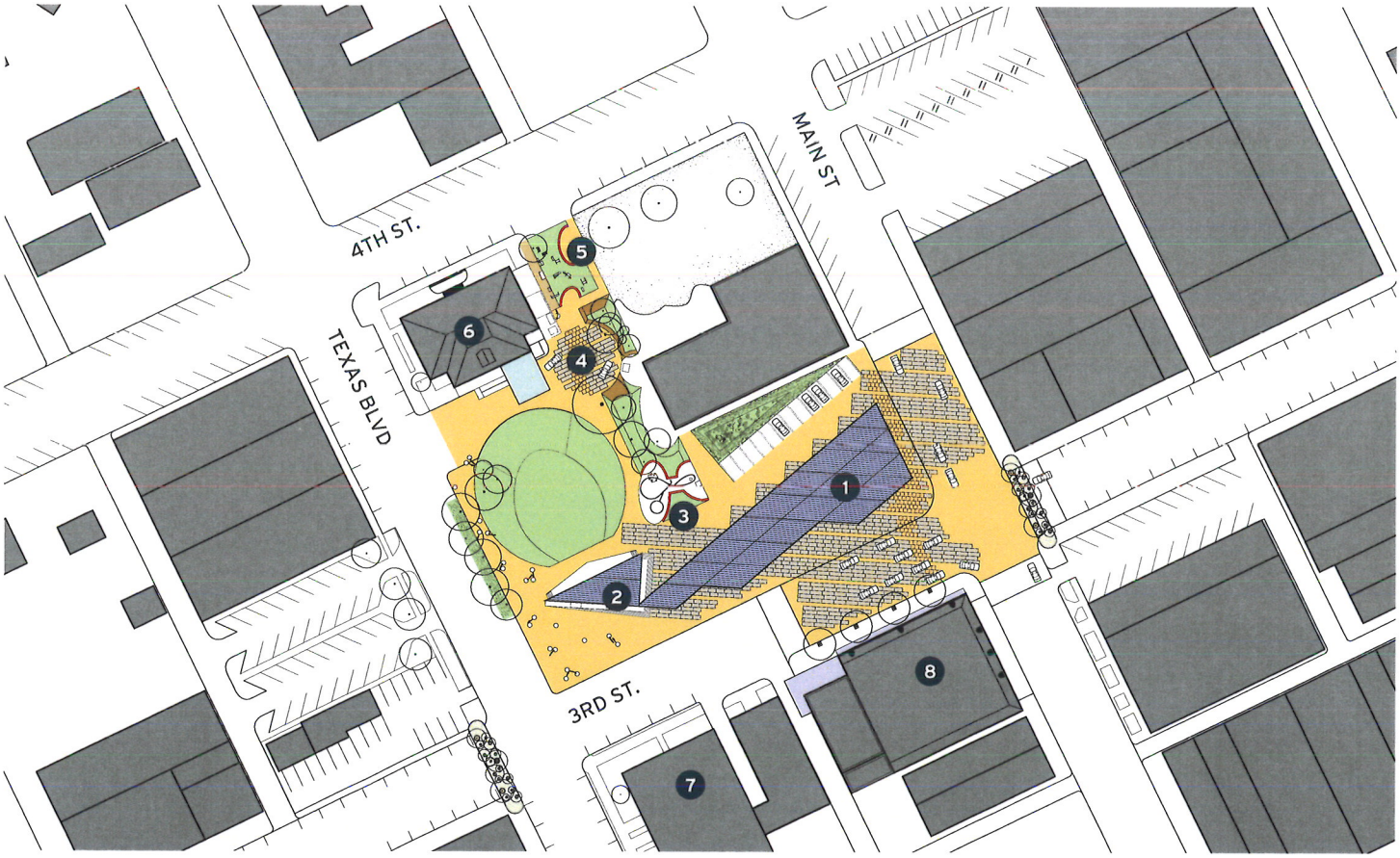
PROJECT UNDERSTANDING AND APPROACH

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

PROJECT UNDERSTANDING

Marlon Blackwell Architects (MBA) and the University of Arkansas Community Design Center (UACDC) are excited about the possibility of continuing our collaboration with the City of Texarkana. In completing the master plan for the downtown Texarkana Arts and Historic District, we worked diligently to craft a vision for the Municipal Parking lot, one that would instill life and activity in the space, and become a catalyst for further investment in downtown neighborhoods. The master plan and conceptual design that emerged will be the template by which we move forward. Our understanding of the existing framework will allow our team to move quickly - with agility and clarity - in the development of a design according to the revised program that will meet the City's budget and schedule.



1. FARMERS' MARKET
2. BAND SHELL
3. SPLASH PAD
4. AUTO COURT
5. ART SALON
6. REGIONAL ARTS CENTER
7. CITY HALL
8. PEROT THEATRE

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

PROJECT APPROACH

Together, our work bears testimony to our design process and the high level of service we provide each client. Our process produces work that is resolute and disciplined, while remaining responsive to numerous factors, including community input and budget. To fulfill the goals for the Texarkana Art Park, MBA and the UACDC will provide timely and thorough services throughout implementation of the project. We approach projects with a wide-angle, microscopic lens: we seek to understand the problem holistically so that we can develop a response that is both specific and appropriate to place and program.

Throughout each phase of the project, we will be in constant communication with the City of Texarkana Planning and Community Development office as well as key project stakeholders, providing regular progress presentations, answering questions, and seeking a full understanding of each task. Key to our approach is cooperation and the shared goal of achieving buy-in from all parties with a focus not on individual agendas, but on the project. This is especially critical when leading large consultant teams with a wide range of responsibilities from traffic engineering to mechanical systems. When presented with challenges, the entire project team should work in service of the project with transparency and accountability. This philosophy will allow us to work effectively and efficiently with each other, the City of Texarkana, and, when the time comes, with the contractors who will be tasked with building the vision.

Although we come to the project with a master plan and conceptual vision in place, the task of aligning program and budget provides opportunity to refine project components. Our decision-making process is iterative, always looking for multiplier effects that optimize the City's investment in the Art Park. For instance, how might an iconic farmers market and its plaza create a traffic calming impact on surrounding streets, while providing the City with a stage for outdoor performances? We let this process grow out of our understanding of the criteria, bringing with us a range of design experience that includes street design, urban planning, and architectural and landscape design. In doing so, we will refine the Art Park, retaining the vision and crafting a place that will enrich the City and community.

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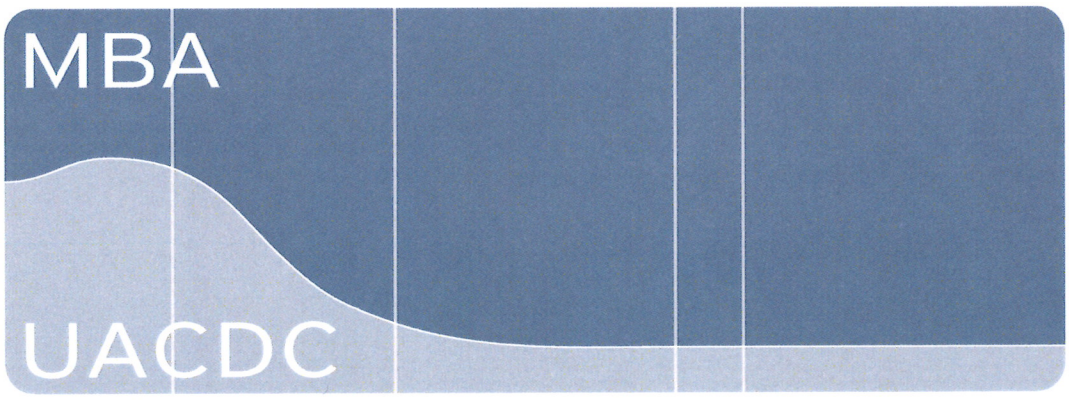
DESIGN PROCESS

We have high expectations for this approach, as it has worked for our team before. Throughout the process, MBA will lead the consultant team and provide project management for the design team. UACDC will be a design partner throughout the process, with a particular focus during the early stages of the project as the existing master plan is redeveloped.

MBA will lead coordination and documentation efforts while coordinating critical design issues with the UACDC. MBA leverages Building Information Modeling (BIM) from the earliest design stages of a project through the construction of the building. BIM is a process involving the generation and management of digital representations of the physical and functional characteristics of a facility. Every element of the Art Park from site elements to light fixtures and plumbing lines will be modeled in three dimensions and supplied with information related to its assembly, material, cost, etc. Three-dimensional digital modeling allows the project team to quickly and accurately study the impacts of design decisions, advancing design resolution and dialogue with the City, stakeholders, and our collaborators while upholding design integrity.

As small and mid-sized cities reinvest in their downtowns, it is important to achieve the most effective mix of services and public amenities to maximize the public sector's return on investment. Achieving the most effective outcome through design is important for motivating further private sector investment, elevating downtown livability, and positioning its neighborhoods to be neighborhoods of choice.



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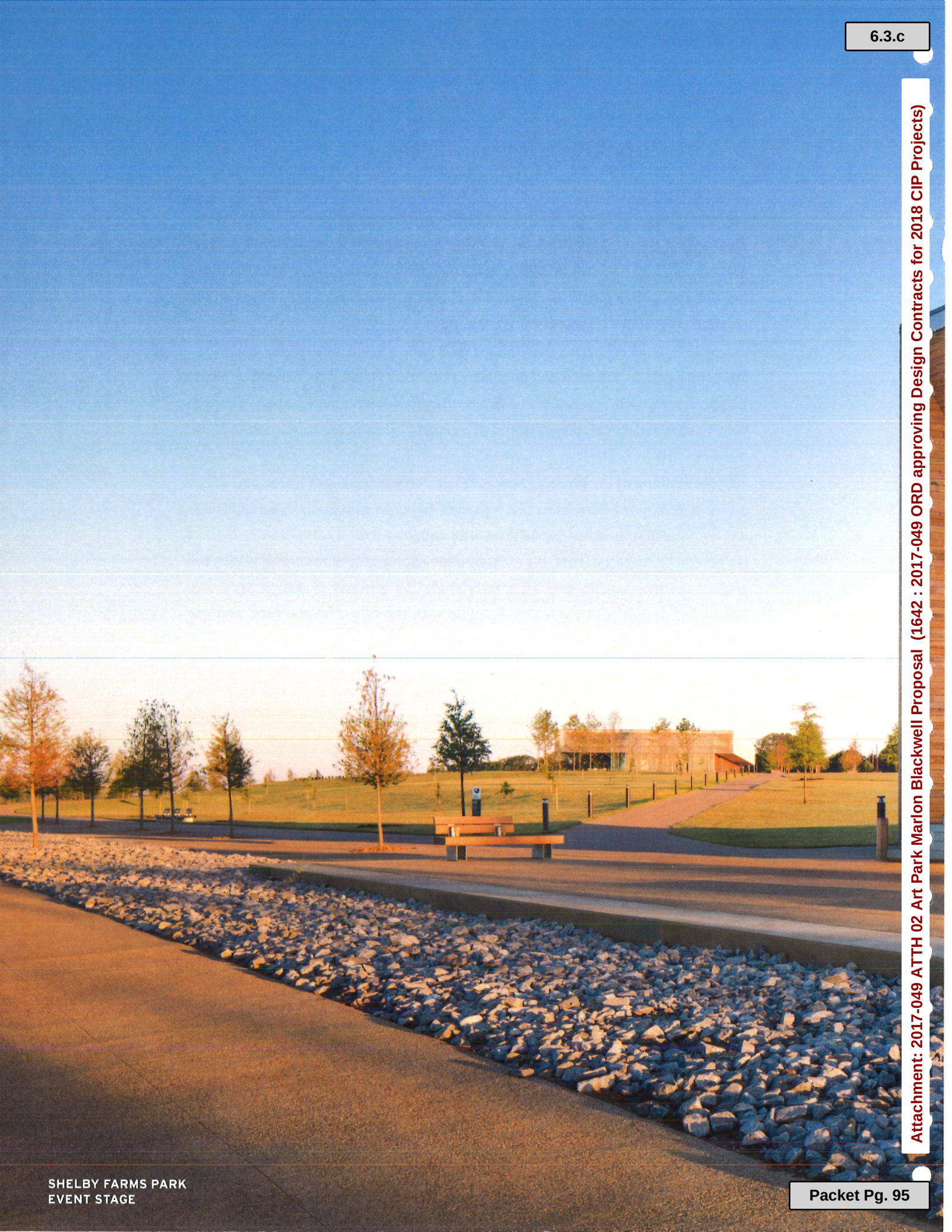
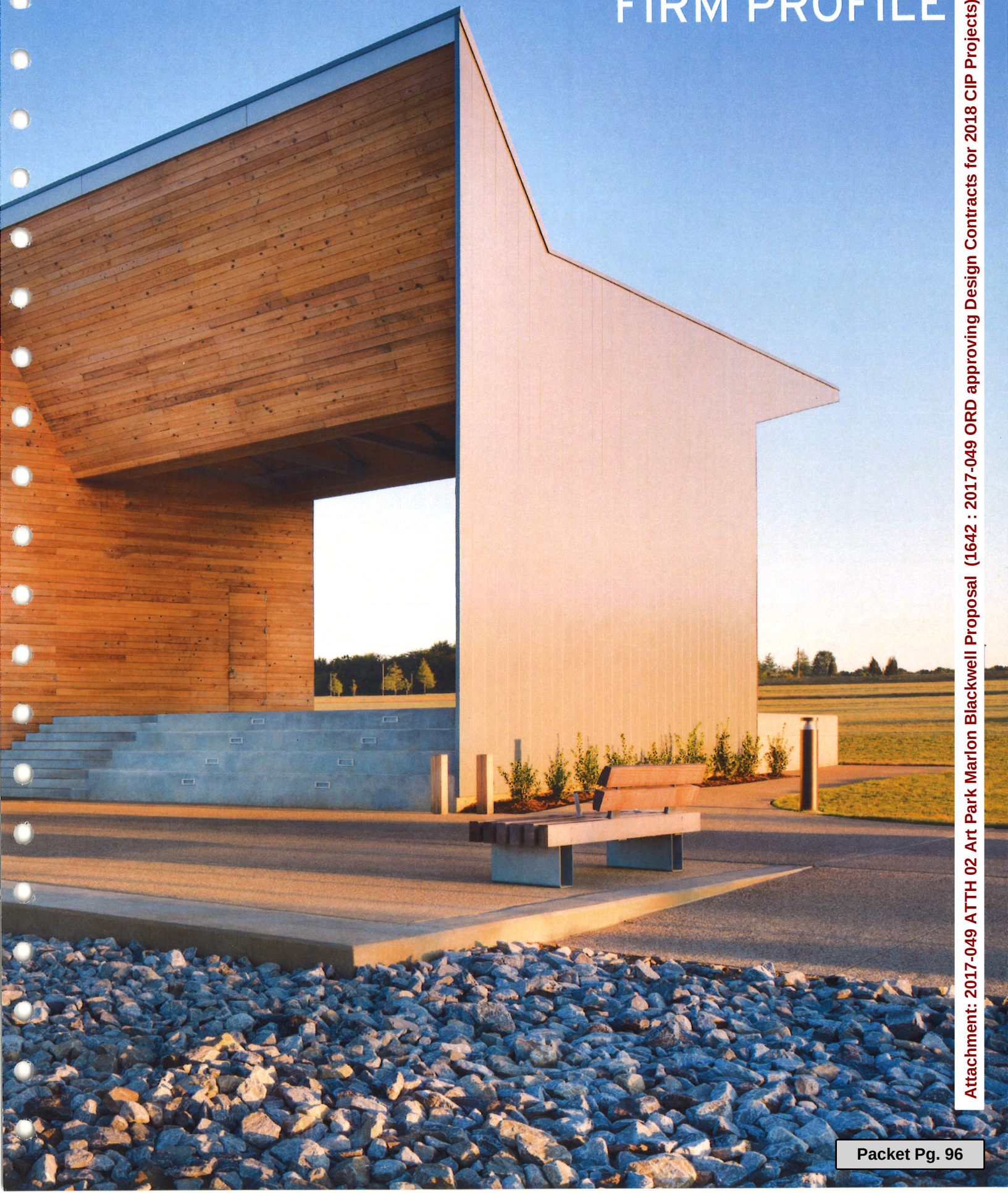


SHELBY FARMS PARK
EVENT STAGE

MARLON BLACKWELL ARCHITECTS
FIRM PROFILE



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FIRM PROFILE

Marlon Blackwell Architects is an agile, full service design firm located in Fayetteville, Arkansas. Our belief that architecture can happen anywhere, at any scale, at any budget - for anyone - drives us to challenge the conventions and models that often obscure other possibilities. We use an economy of means to deliver a maximum of meaning in places where architecture is often not expected to be found.

Established in 1990, Marlon Blackwell Architects is committed to the value of design. We have a successful history of generating and implementing visions for multi-scale projects throughout the country. We achieve this by advocating a collaborative process between the client, community, and ourselves and the entire design team, where all voices are heard throughout the process. We are sensitive to the needs and environmental aspirations of our clients and work diligently to provide beautiful and sustainable designs.

Marlon Blackwell Architects has earned an international design reputation through recognition of its work in many publications, including architectural design journals and books, and receiving more than 120 design awards including state, regional, national and international awards. Marlon Blackwell Architects received the National Design Award in Architecture from the Cooper Hewitt Smithsonian Design Museum in 2016, was ranked #1 in Design by the Architect 50 (a nationwide ranking of architecture firms published by Architect magazine) in 2016, and was the 2011 Residential Architect Magazine Firm of the Year.

Regardless of scale or scope, we provide each project with the same high level of rigor and care. A situational approach allows us to respond to specific conditions and circumstances while speaking to the universal language of architecture, providing our work with a local identity and a global presence. In every instance, we strive to express the richness of the places we work and the ideals of the people and institutions we serve.

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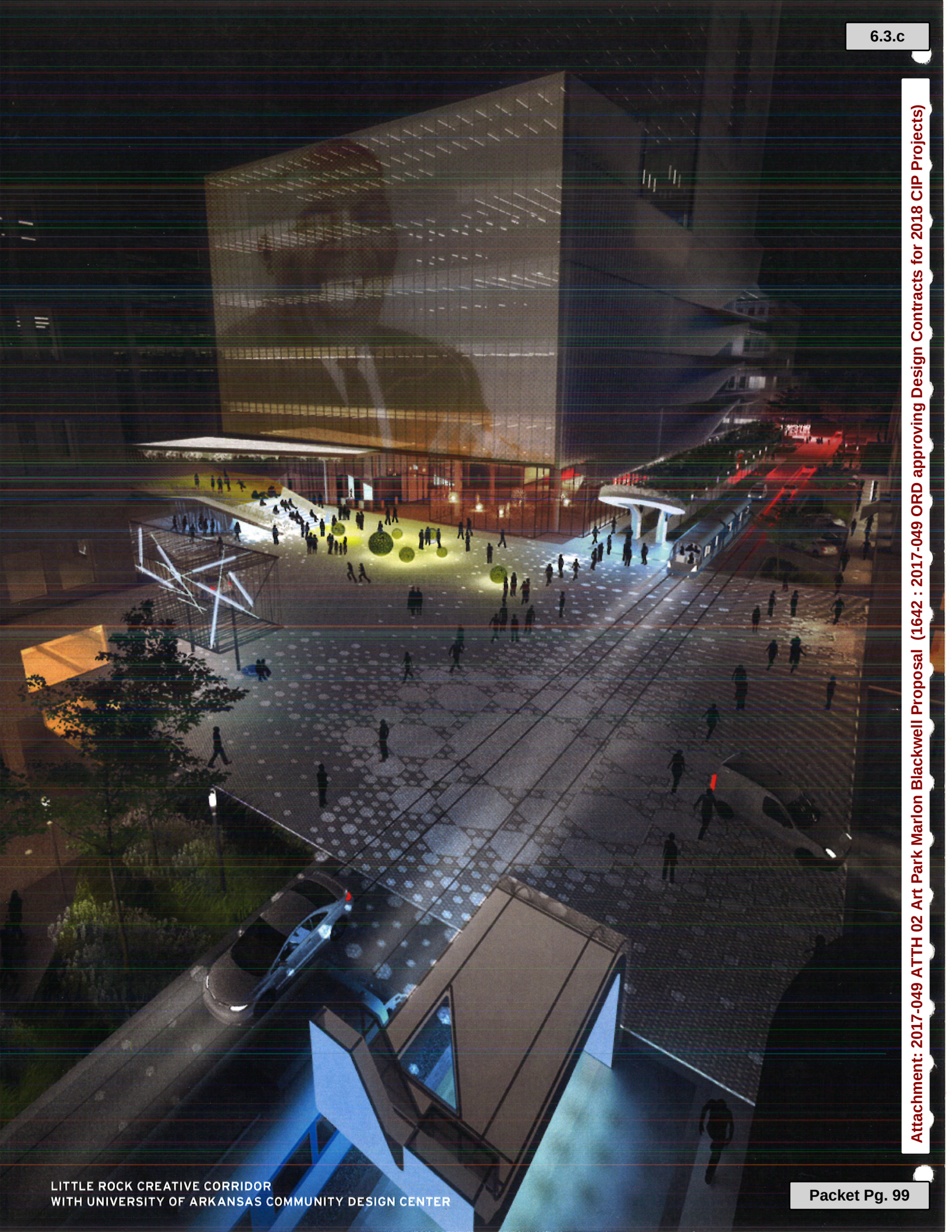

LITTLE ROCK CREATIVE CORRIDOR
WITH UNIVERSITY OF ARKANSAS COMMUNITY DESIGN CENTER

HONORS & AWARDS

Marlon Blackwell Architects has earned an international design reputation through recognition of its work in many publications, including architectural design journals and books, and receiving more than 100 design awards including state, regional, national and international awards.

In 2016, Marlon Blackwell Architects received the prestigious **Cooper Hewitt National Design Award in Architecture and was ranked #1 in Design by Architect 50, an annual ranking of architecture firms by Architect Magazine.** In 2015, the Museum Store at Crystal Bridges Museum of American Art won National AIA Honor Award for Interior Architecture. The University of Arkansas School of Architecture recently won an AZ Award for Best Commercial or Institutional Architecture, was named as the Building of the Year by the Architect's Newspaper, and received a 2014 AIA Gulf States Region Honor Award. These awards build on the success of the Saint Nicholas Eastern Orthodox Church, which received a 2013 National AIA Honor Award and was recognized as the World's Best Civic and Community Building in 2011 at the World Architecture Festival in Barcelona, Spain. **The Little Rock Creative Corridor, a collaboration between MBA and the University of Arkansas Community Design Center received the 2014 National AIA Honor Award for Regional and Urban Design as well as the American Society of Landscape Architects Honor Award for Analysis and Planning.**

Marlon was named a United States Artists Ford Fellow in 2014 and received the 2012 Architecture Prize from the American Academy of Arts and Letters. A monograph of early work, "An Architecture of the Ozarks: The Works of Marlon

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

SELECTED HONORS & AWARDS

2016

COOPER HEWITT NATIONAL DESIGN AWARD

#1 Design Firm Ranking by Architect 50

Boston Society of Architects Unbuilt Architecture + Design Awards
Renwick Gallery Grand Salon
Washington, D.C.

2015

Selected as part of 2015 Architect 50 (#7 in Design, #36 Overall)

AMERICAN INSTITUTE OF ARCHITECTS NATIONAL HONOR AWARD FOR INTERIOR ARCHITECTURE
Crystal Bridges Museum Store
Bentonville, Arkansas

2014

United States Artist Ford Fellow for Architecture and Design

AZ Award: Best Architecture > 1,000 Square Metres
University of Arkansas School of Architecture
Fayetteville, Arkansas

Mies Crown Hall Americas Prize, Finalist
Saint Nicholas Eastern Orthodox Church
Springdale, Arkansas

Gulf States Regional AIA Design Honor Award
University of Arkansas School of Architecture
Fayetteville, Arkansas

Gulf States Regional AIA Design Honor Citation
Northwest Arkansas Free Health Center
Fayetteville, Arkansas

Gulf States Regional AIA Design Honor Citation
Fayetteville Montessori Elementary
Fayetteville, Arkansas

Chicago Athenaeum American Architecture Award
University of Arkansas School of Architecture
Fayetteville, Arkansas

Chicago Athenaeum American Architecture Award
Fayetteville Montessori Elementary
Fayetteville, Arkansas

The Architects Newspaper Building of the Year
University of Arkansas School of Architecture
Fayetteville, Arkansas

Lumen Award for Excellence
University of Arkansas School of Architecture
Fayetteville, Arkansas

Faith and Form Honor Award
Saint Nicholas Eastern Orthodox Church
Springdale, Arkansas

AMERICAN INSTITUTE OF ARCHITECTS NATIONAL HONOR AWARD FOR REGIONAL AND URBAN DESIGN
Little Rock Creative Corridor with the University of Arkansas Community Design Center
Little Rock, Arkansas

AMERICAN SOCIETY OF LANDSCAPE ARCHITECTS HONOR AWARD FOR ANALYSIS AND PLANNING
Little Rock Creative Corridor with the University of Arkansas Community Design Center
Little Rock, Arkansas

2013

World Architecture Festival Finalist (Masterplanning)
Little Rock Creative Corridor with the University of Arkansas Community Design Center
Little Rock, Arkansas

Congress for a new Urbanism Charter Award
Little Rock Creative Corridor with the University of Arkansas Community Design Center
Little Rock, Arkansas

AMERICAN INSTITUTE OF ARCHITECTS NATIONAL HONOR AWARD
Saint Nicholas Eastern Orthodox Church
Springdale, Arkansas

Contract Magazine Interior Design Award - Retail
Crystal Bridges Museum Store
Bentonville, Arkansas

2012

American Academy of Arts and Letters Architecture Prize

Chicago Athenaeum American Architecture Award
Ruth Lilly Visitors Pavilion
Indianapolis Museum of Art, Indianapolis, IN

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

AMERICAN INSTITUTE OF ARCHITECTS NATIONAL HONOR AWARD
Ruth Lilly Visitors Pavilion
Indianapolis Museum of Art, Indianapolis, IN

AMERICAN INSTITUTE OF ARCHITECTS TECHNOLOGY IN ARCHITECTURAL PRACTICE
Building Information Modeling Award for Exemplary Use of BIM in a Small Firm
University of Arkansas School of Architecture
Fayetteville, Arkansas

AMERICAN INSTITUTE OF ARCHITECTS NATIONAL SMALL PROJECT AWARD
Saint Nicholas Eastern Orthodox Church
Springdale, Arkansas

Remodeling Magazine, Grand Award
Saint Nicholas Eastern Orthodox Church
Springdale, Arkansas

World Architecture Festival Finalist (Shopping)
Crystal Bridges Museum Store
Bentonville, Arkansas

World Architecture Network Awards Finalist [Urban Planning]
Little Rock Creative Corridor with University of Arkansas Community Design Center
Little Rock, Arkansas

2011

Residential Architect Magazine Firm of the Year Award

World Architecture Festival
Best Civic and Community Building
St. Nicholas Orthodox Church, Springdale, AR

World Architecture Festival Finalist
Ruth Lilly Visitors Pavilion
Indianapolis Museum of Art, Indianapolis, IN

Architect Magazine Design Review [Honor]
Ruth Lilly Visitors Pavilion
Indianapolis Museum of Art, Indianapolis, IN

Boston Society of Architects Unbuilt Architecture + Design Awards
Cottages at Fallingwater
Bear Run, PA

Chicago Athenaeum
American Architecture Award
St. Nicholas Orthodox Church
Springdale, AR

2010

Architect Magazine Design Review [Honor]
St. Nicholas Orthodox Church, Springdale, AR

Residential Architect Grand Award
L-Stack House
Fayetteville, Arkansas

Architectural Review House Awards [Citation]
Porchdog House
Biloxi, MS

Brit Insurance Design Awards Finalist in Architecture
Porchdog House
Biloxi, MS

Indianapolis Sustainability Awards [Land Category]
100 Acres Art & Nature Park
Ruth Lilly Visitors Pavilion
Indianapolis Museum of Art, Indianapolis, IN

2009

Remodel Magazine Design Awards Grand Award
Gentry Public Library
Gentry Arkansas

Metropolitan Home 100 Best Designs of 2009 (#27)
Gentry Public Library
Gentry Arkansas

NATIONAL AIA / ALA LIBRARY DESIGN AWARD
Gentry Public Library
Gentry, Arkansas

2008

NATIONAL AIA HOUSING AWARD
One and Two-Family Custom Residence
L-Stack House
Fayetteville, Arkansas

2007

The International Design Magazine, The I.D. Forty: Undersung Heroes, 2007

2003

ar + d prize winner
Moore Honeyhouse
Cashiers, North Carolina

1998

Architectural League of New York "Emerging Voice," 1998

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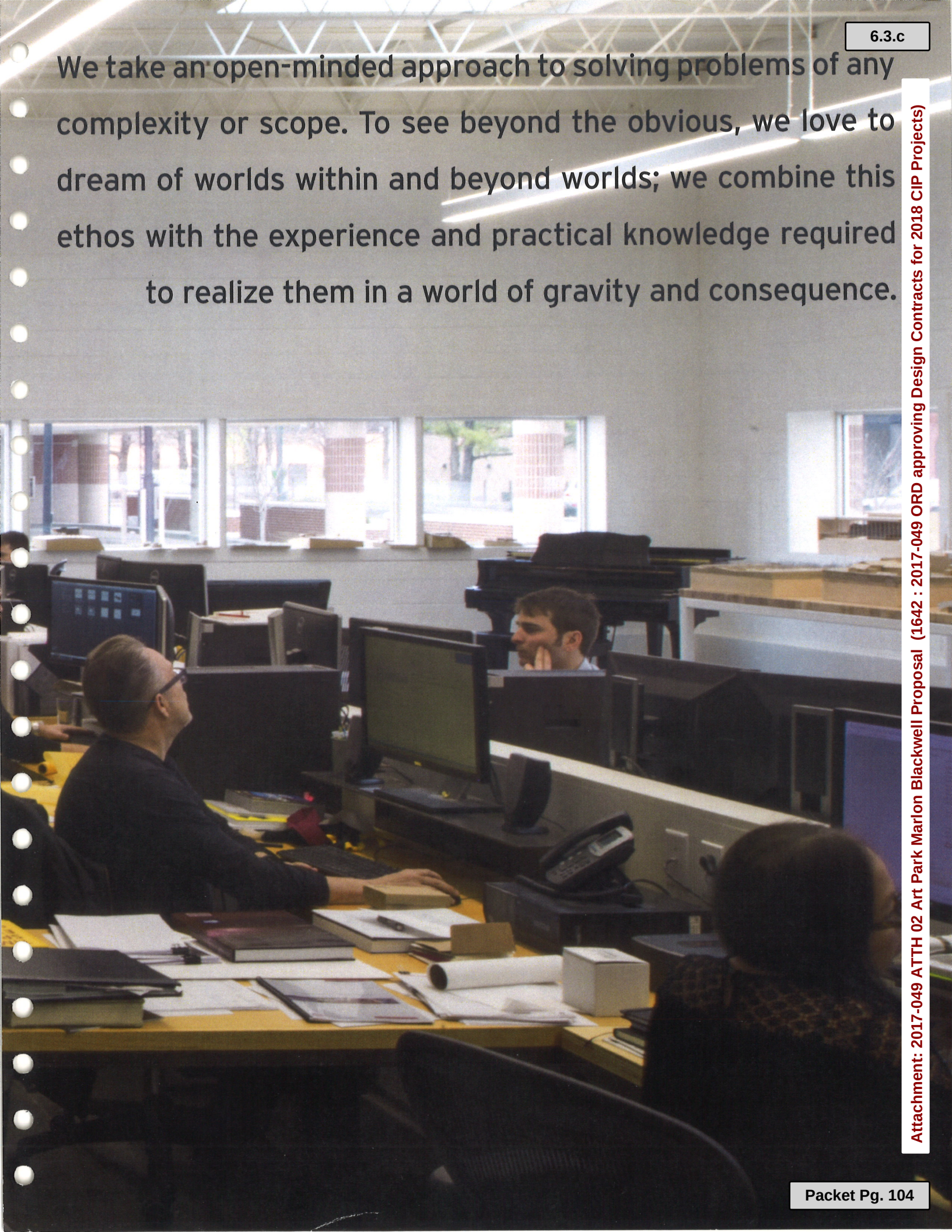
COLLEGE AND CENTER

We take an open-minded approach to solving problems of any complexity or scope. To see beyond the obvious, we love to dream of worlds within and beyond worlds; we combine this ethos with the experience and practical knowledge required to realize them in a world of gravity and consequence.



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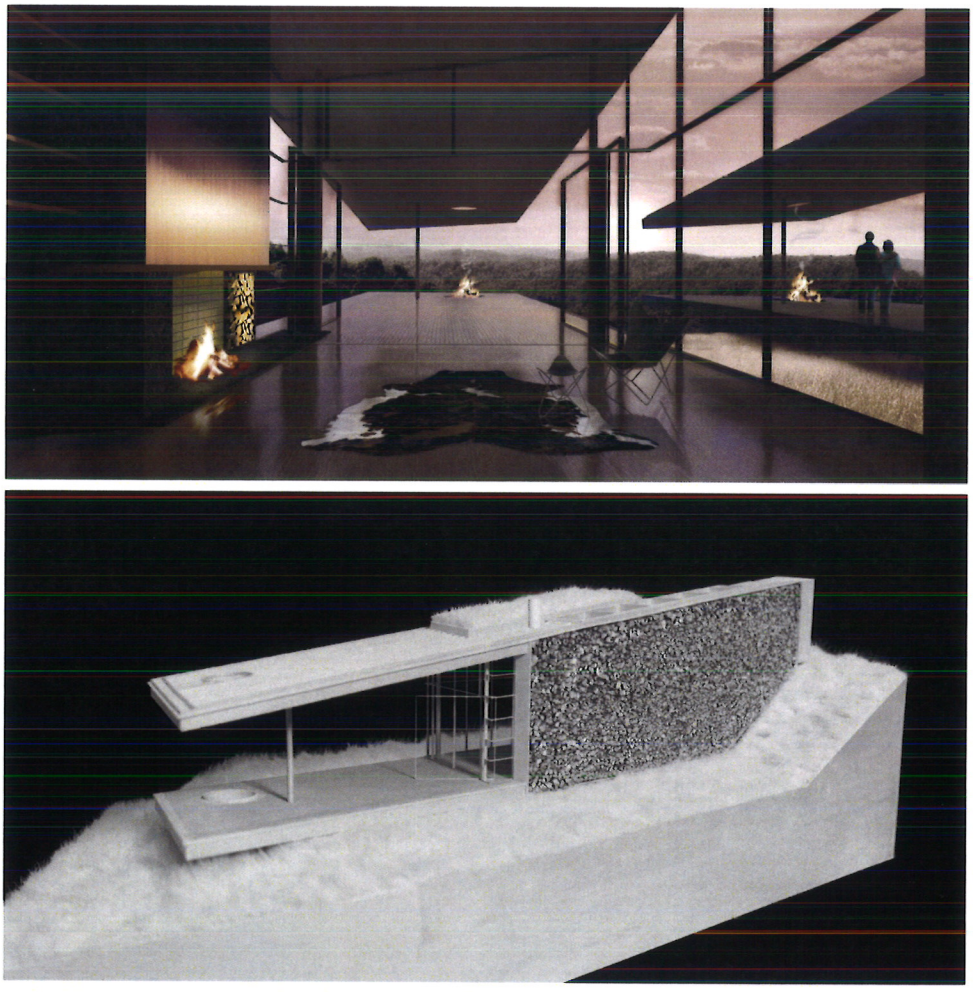
DRAWINGS & MODELS

Especially early on, but in fact throughout the design process, we are comfortable drawing by hand, working fluidly to incorporate influences and ideas. These early ideas and drawings often produce the generative iconic architectural gesture and remain key touchstones throughout the design process. As a project develops, we leverage advanced graphics software to produce high quality diagrams, drawings, and near-realistic visualizations to communicate our intentions and ideas to the client, project stakeholders, and the design team.

Few things capture people's imagination in the building process like an architectural model. Our models are built by hand by our staff and are an essential part of the design process and fundraising efforts. The effort and level of detail invested in these models is representative of the commitment we have to every project.

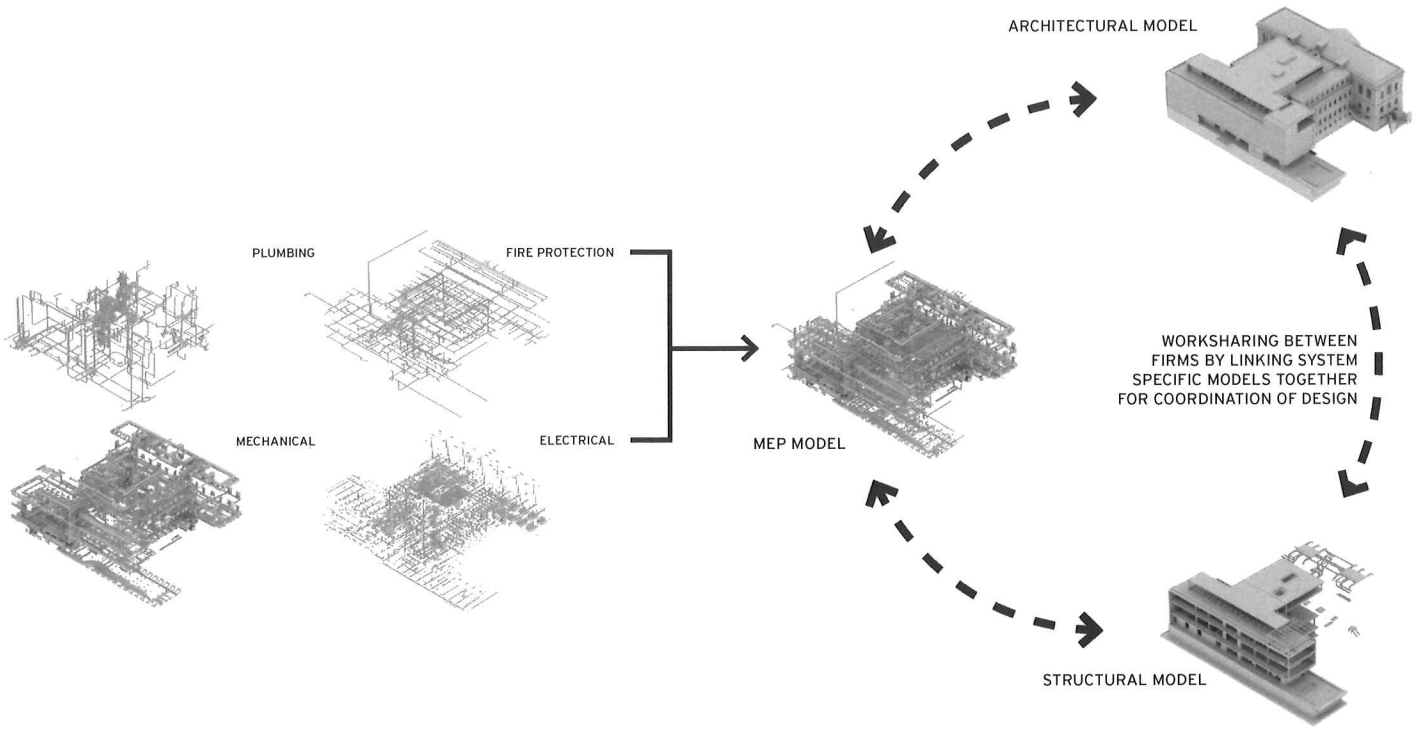


THE COTTAGES AT FALLINGWATER COMPETITION RENDERING [TOP] AND MODEL [BOTTOM]

BUILDING INFORMATION MODELING

Marlon Blackwell Architects leverages Building Information Modeling (BIM) from the earliest conceptual design stages of a project through the construction of the building. BIM is a process involving the generation and management of digital representations of the physical and functional characteristics of a facility. Every element of the building from walls to light fixtures to mechanical ducts is modeled in three dimensions and supplied with information related to its assembly, material, cost, etc. In effect, the entire building is built digitally in three dimensions in advance of the actual construction, giving architects, engineers, contractors and clients an unprecedented understanding of the proposed building.

Marlon Blackwell Architects is recognized as an industry leader in the use of BIM, delivering award-winning designs while helping to revolutionize the process. In fact, the American Institute of Architects recognized Marlon Blackwell Architects with a 2012 Technology in Architectural Practice Building Information Modeling Award for Exemplary Use in a Small Firm for the Steven L. Anderson Design Center and Renovation of Vol Walker Hall at the University of Arkansas Fay Jones School of Architecture.



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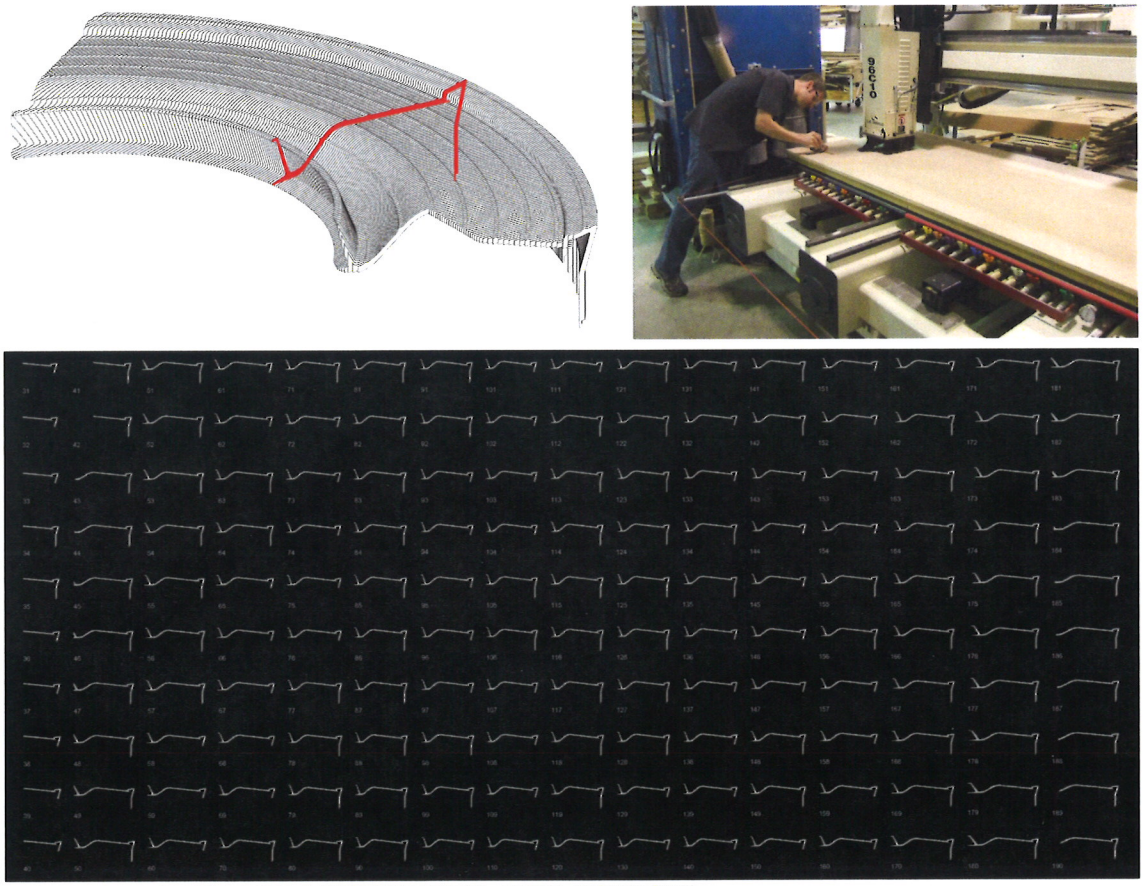
TECHNOLOGY

As a design centered practice, Marlon Blackwell Architects strives to utilize technology as a tool, leveraging the capabilities of advanced systems to augment the design process. This use of technology as a means to an end - rather than an end in itself - allows for exploration of designs that would not be possible or practical without the use of technology.

The design for the Crystal Bridges Museum of American Art Museum Store exemplifies this idea. We utilized the computer model to generate cut-paths for a CNC router in order to precisely fabricate each rib, including rabbeted lap joints at each intersection. The use of technology allowed the fabrication team to achieve a level of craft that would have been unattainable without it while significantly decreasing fabrication time and waste.



CLOCKWISE FROM TOP LEFT: COMPUTER MODEL OF RIB STRUCTURE,
CNC CUTTING PROCESS, CUT PATHS FOR EACH RIB

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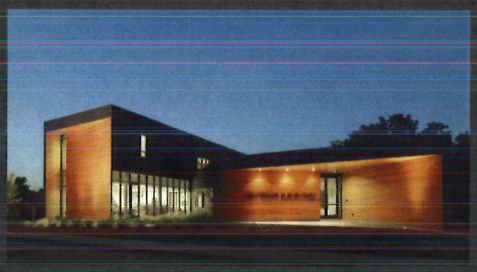
LEED PROJECTS

RUTH LILLY VISITORS PAVILION
INDIANAPOLIS MUSEUM OF ART

LEED CERTIFIED

STEVEN L. ANDERSON
DESIGN CENTER &
RENOVATION OF VOL
WALKER HALL

LEED GOLD



FAYETTEVILLE MONTESSORI
SCHOOL

LEED SILVER

FAYETTEVILLE HIGH SCHOOL
PHASE 1
PHASE 2 *TRACKING LEED GOLD*

LEED SILVER

COTTAGES AT FALLINGWATER

DESIGNED FOR
LEED GOLD

NORTHWEST ARKANSAS FREE
HEALTH CENTER

LEED SILVER

SHELBY FARMS PARK
VISITOR CENTER

TRACKING
LEED SILVER

SHELBY FARMS PARK
RESTAURANT & RETREAT
CENTER

TRACKING
LEED SILVER

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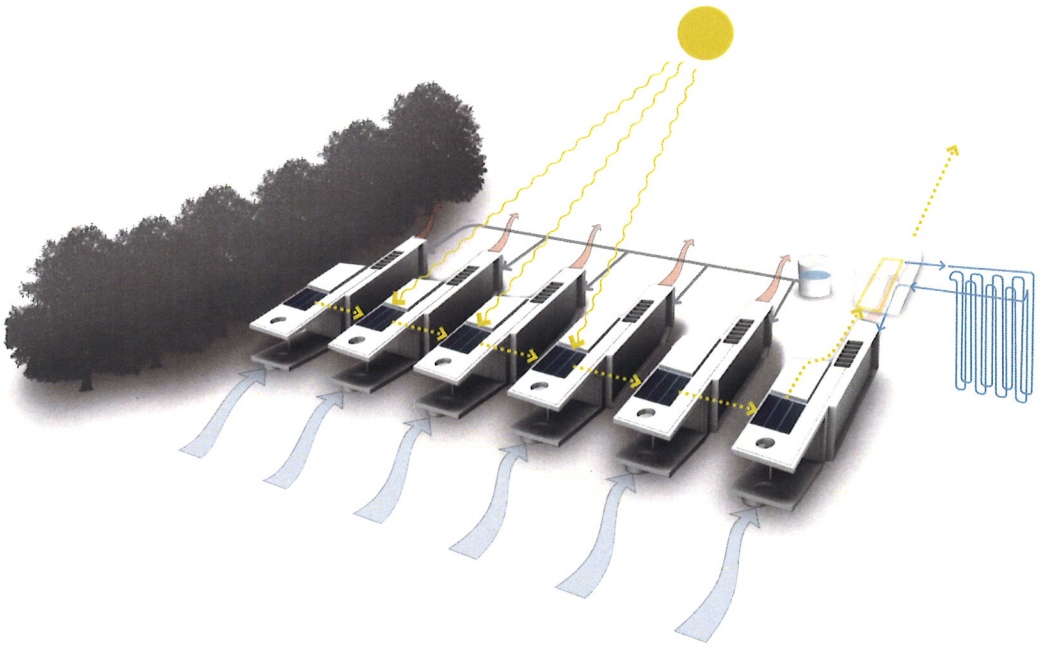
SUSTAINABILITY

We are sensitive to the needs, financial constraints and environmental aspirations of our clients and work diligently to provide economical, beautiful, and sustainable designs. We are developing a portfolio of projects large and small with LEED Certification, including all of our schools. This commitment to design and sustainability is a hallmark of our firm, even on difficult sites with limited budgets.

Ruth Lilly Visitors Pavilion: LEED Certified
Shelby Farms Park Visitor Center: LEED Silver expected
Shelby Farms Park Restaurant & Retreat Center: LEED Silver expected
Fayetteville Montessori Elementary: LEED Silver
Fayetteville High School:
- Phase 1 LEED Silver
- Phase 2 LEED Gold

University of Arkansas School of Architecture: LEED Gold
NWA Free Health Care Center: LEED Silver
Cottages at Fallingwater: designed for LEED Gold
Green River Community Center: designed for LEED Platinum

We will ensure that sustainable concepts are integrated into the design from the beginning, rather than as an added feature which may dilute the architectural expression. We create powerful architecture that is environmentally responsive. We do not believe these aspirations to be mutually exclusive, but rather the result of a deep commitment to their necessity and a dedication to crafting their relationship.



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"Working outside the mainstream Marlon Blackwell has developed a voice that is uniquely his own. The Eastern Orthodox Christian Church in Springdale, Arkansas has a facade that recalls the iconography of a Stuart Davis painting and possesses the strength of a totem. This is truthful architecture - simple, powerful and steadfast."

- Billie Tsien
American Academy of
Arts & Letters

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UNIVERSITY OF ARKANSAS COMMUNITY DESIGN CENTER FIRM PROFILE

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FIRM PROFILE

UACDC advances creative development in Arkansas through design, research, and education solutions that enhance the physical environment. Originated in 1995 as an outreach center of the Fay Jones School of Architecture and Design (FJSOA+D), the center is housed in its own downtown facilities with a 12-month design and planning staff who deliver professional services for communities and organizations statewide. Several staff also hold faculty appointments in the FJSOA+D, including a distinguished university professor in architecture. UACDC is one of only a handful of university-based teaching offices in architecture and urban design nationwide. The design center regularly collaborates with allied professionals and faculty in multiple disciplines. UACDC's signature design approach works within multidisciplinary frameworks that address the "triple bottom line", simultaneously solving for social, economic, and environmental benchmarks.

Under the direction of Stephen Luoni, the center's director for the last twelve years, UACDC has become a respected national authority in urban design and development of the built environment. As a bridge between public and private development sectors, UACDC has developed eight place-making models to address core challenges in the built environment. These community development models include transit-oriented development, low impact residential development, context-sensitive street design, agricultural urbanism, and smart growth urbanism. UACDC has helped to reshape development and planning policy at the state, regional, and municipal levels.

UACDC's urban design projects have won more than 120 design and planning awards statewide, nationally, and internationally. The awards cover a range of professional domains including AIA Honor Awards for Regional and Urban Design from the American Institute of Architects, ASLA Honor Awards for Planning and Analysis from the American Society of Landscape Architects, Charter Awards from the Congress for the New Urbanism, the Holcim International Award for Sustainable Construction, and awards from the Environmental Research Design Association. UACDC's publications connecting design methods with public policies are also award-winning efforts influential outside of Arkansas. UACDC's book, Low Impact Development: a design manual for urban areas, pioneers the role of ecological-based urban stormwater management in urban design and is used in university classrooms and by government agencies nationwide. The center's work is especially focused on urban infrastructure that delivers ecosystem services in addition to urban services.

UACDC has provided design and planning services to over fifty communities and organizations, including many of Arkansas' major counties and cities such as Little Rock, Conway, Fayetteville, Springdale, Hot Springs, Bentonville, Warren, Monticello, and Lake Village among others. UACDC has also worked with nonprofit and for-profit organizations like Target and Wal-Mart on community development work. Center staff participate in national discussions on the built environment and serve as external program and grant reviewers for national organizations. Their planning and design has helped clients and sponsors to secure over $70 million in funding to enact suggested improvements, including grants from the National Endowment for the Arts and the US Environmental Protection Agency.

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SELECTED HONORS & AWARDS

2017

ACSA/AIA Housing Design Education Award, American Collegiate Schools of Architecture and The American Institute of Architects
Third Place Ecologies: Pocket Housing Fabrics for Aging in Community

AIA Honor Award for Regional and Urban Design, The American Institute of Architects
Reinventing Vilonia

2016

American Architecture Award
Texarkana Art Park and Perot Theater Revitalization

American Architecture Award
Conway Urban Watershed Framework Plan: A Reconciliation Landscape

American Society of Landscape Architects
Central States Honor Award for Planning and Analysis
Fayetteville 2030: Food City Scenario

WAN Award for Future Projects in Urban Design: Shortlist, World Architecture News
Texarkana Art Park and Perot Theatre Revitalization

WAN Award for Future Projects in Urban Design: Winner, World Architecture News
Slow Street: A New Town Center for Mayflower, Arkansas

AIA Honor Award for Regional and Urban Design, The American Institute of Architects
Fayetteville 2030: Food City Scenario

2015

ACSA/AIA Collaborative Practice Award, American Collegiate Schools of Architecture and The American Institute of Architects
Fayetteville 2030: Food City Scenario

American Architecture Award
Maumelle Environmental Trailhead Complex

International Architecture Awards, Honorable Mention: Urban Design (Concept)
The Creative Corridor: A Main Street Revitalization for Little Rock

Green GOOD DESIGN Award
Fayetteville 2030: Food City Scenario

ASLA Honor Award for Analysis and Planning, American Society of Landscape Architects
Fayetteville 2030: Food City Scenario

ACSA/AIA Housing Design Education Award, Association of Collegiate Schools of Architecture and the American Institute of Architects
Four Urban Housing Narratives: Getting the City to be a Master Developer

2014

American Architecture Award
Fayetteville 2030: Food City Scenario"

ASLA Honor Award for Analysis and Planning, American Society of Landscape Architects
The Creative Corridor: A Main Street Revitalization for Little Rock

CNU Charter Award, Congress for the New Urbanism
Fayetteville 2030: Food City Scenario

Special Mention: Architizer A+ Awards for Architecture + Urban Transformation, Architizer
The Creative Corridor: A Main Street Revitalization for Little Rock

ACSA/AIA Housing Design Education Award, Association of Collegiate Schools of Architecture and the American Institute of Architects
Pettaway Neighborhood Mian Street Revitalization Plan

AIA Honor Award for Regional and Urban Design, The American Institute of Architects
The Creative Corridor: A Main Street Revitalization for Little Rock

2013

WAN Award for Urban Design: Shortlist, World Architecture News
Fayetteville 2030: Food City Scenario

ASLA Honor Award for Analysis and Planning, American Society of Landscape Architects
Townscaping an Automobile-Oriented Fabric: Farmington, AR

American Architecture Award, The Chicago Athenaeum: Museum of Architecture and Design
The Creative Corridor: A Main Street Revitalization for Little Rock

WAF Award for Future Masterplanning: Shortlisted, World Architecture Festival
The Creative Corridor: A Main Street Revitalization for Little Rock

CNU Charter Award, Congress for the New Urbanism
The Creative Corridor: A Main Street Revitalization for Little Rock

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American Architecture Award, The Chicago Athenaeum: Museum of Architecture and Design
Fayetteville 2030: Transit City Scenario

AIA Honor Award for Regional and Urban Design, The American Institute of Architects
Pettaway Pocket Neighborhood

BSA Unbuilt Architecture Design Award, Boston Society of Architects
Maumelle Environmental Trailhead Complex

Residential Architect Grand Award
Building Neighborhoods that Build Social and Economic Prosperity: Manual for a Complete Neighborhood

Grand Prize: CNU Charter Awards, The Congress for the New Urbanism
Building Neighborhoods that Build Social and Economic Prosperity: Manual for a Complete Neighborhood

2012

ACSA/AIA Housing Design Education Award, Association of Collegiate Schools of Architecture and the American Institute of Architects
Pettaway Pocket Neighborhood

ACSA/AIA Housing Design Education Award, Association of Collegiate Schools of Architecture and the American Institute of Architects
Pettaway Neighborhood Revitalization Plan

ACSA Collaborative Practice Award, American Collegiate Schools of Architecture
Building Neighborhoods that Build Social and Economic Prosperity: Manual for a Complete Neighborhood

WAN Award for Urban Regeneration: Finalist, World Architecture News
The Creative Corridor: A Main Street Revitalization for Little Rock

WAF Award for Future Masterplanning: Shortlisted, World Architecture Festival
Fayetteville 2030: Transit City Scenario

American Architecture Award, The Chicago Athenaeum: Museum of Architecture and Design
Townscaping an Automobile-Oriented Fabric: Farmington, AR

American Architecture Award, The Chicago Athenaeum: Museum of Architecture and Design
Pettaway Pocket Neighborhood

Residential Architect Grand Award
Pettaway Pocket Neighborhood

BSA Unbuilt Architecture Design Award, Boston Society of Architects
Fayetteville 2030: Transit City Scenario

AIA Institute Honor Award for Regional and Urban Design, The American Institute of Architects
Fayetteville 2030: Transit City Scenario

ACSA Collaborative Practice Award, Association of Collegiate Schools of Architecture
Low Impact Development: a design manual for urban areas

2011

WAN Award for Urban Design: Finalist, World Architecture News
Fayetteville 2030: Transit City Scenario

ASLA Communications Award of Excellence, The American Society of Landscape Architects
Low Impact Development: a design manual for urban areas

AIA Institute Honor Award for Regional and Urban Design, The American Institute of Architects
Low Impact Development: a design manual for urban areas

AIA Honor Award for Regional and Urban Design, The American Institute of Architects
Townscaping an Automobile-Oriented Fabric: Farmington, AR

2010

AIA Education Honor Award, The American Institute of Architects
Visioning a 21st Century Learning System: New Fayetteville High School

AIA Honor Award for Regional and Urban Design, The American Institute of Architects
MacArthur Park District Master Plan

AIA Education Honor Award, The American Institute of Architects
Porchscapes: An Affordable LEED Neighborhood Development

AIA Education Honor Award, The American Institute of Architects
New Town Centers for Bella Vista, Arkansas

2009

AIA Honor Award for Regional and Urban Design, The American Institute of Architects
Porchscapes: An Affordable LEED Neighborhood Development

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RELEVANT PROJECTS

MARLON BLACKWELL ARCHITECTS

SHELBY FARMS PARK

INDIANAPOLIS MUSEUM OF ART
100 ACRE ART AND NATURE PARK
RUTH LILLY VISITORS PAVILION

CALDER PLAZA

MBA + UACDC

CREATIVE CORRIDOR

UNIVERSITY OF ARKANSAS COMMUNITY DESIGN CENTER

TEXARKANA PEROT THEATRE
RESTORATION + ART PARK

SLOW STREET: BUILDING
ARKANSAS'S BEST STREET

MACARTHUR PARK DISTRICT
MASTER PLAN

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VISITOR CENTER

SHELBY FARMS PARK
MEMPHIS, TENNESSEE

Shelby Farms Park, the largest urban park in the country, has implemented a master plan, developed by James Corner Field Operations (JCFO), to revitalize the Park into a unique, 21st century park. An ensemble of buildings and structures is located around the 80 acre Patriot Lake; together, the buildings, lake, and landscape are imaged as the "Heart of the Park."

Centrally located, the Visitor Center creates a new iconic image for the reformed landscape and acts as the nerve center of the Park while serving as a hub and point of arrival for visitors. At the east end of the lake, a Restaurant and Retreat Center brings dining and hospitality services to the Park, creating opportunities for the Park to engage with a broad range of audiences. Additionally, Stage Pavilion, Boat Kiosk, and Lakeside Picnic Pavilions contribute to the active and playful landscape at the Heart of the Park, providing for specific, programmed activities through the year. Drawing upon the local vernacular, each building is born of a common porch language, establishing an ensemble of figures and types.

RELEVANCE **At Shelby Farms Park, Marlon Blackwell Architects worked within the master plan to refine the initial siting of the buildings. Relationships to the rolling landscape, view, and vehicular and pedestrian access were carefully considered to maximize the impact of the buildings in the landscape. The Texarkana Art Park will require a similar level of consideration and attention to a multifaceted site.**

PEOPLE Marlon Blackwell, FAIA, is the Principal In Charge and Lead Designer. Meryati Johari Blackwell, AIA, LEED AP, ASID, is the Interior Designer. David Jaehning, AIA, is the Project Architect

SCOPE Building Assessment, Programming, Architectural Design, Interior Design, Consultant Coordination, Materials Research, Construction Administration

SIZE VISITOR CENTER: 8,000 SF TOTAL
RESTAURANT AND RETREAT CENTER: 20,675 SF TOTAL
STAGE PAVILION: 876 SF TOTAL
BOAT KIOSK: 1,264 SF TOTAL
LAKESIDE PICNIC PAVILIONS: 1,566 SF TOTAL

TIME Completed September, 2016

COST $7.64 M

CONTACT Jen Andrews
Executive Director
Shelby Farms Park Conservancy
First Tennessee Foundation Visitor Center
6903 Great View Drive North
Memphis, TN 38134
901.222.7275
jandrews@shelbyfarmspark.com

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1 VISITOR CENTER

2 RESTAURANT + EVENT CENTER

3 EVENT STAGE

4 LAKESIDE PAVILION

5 BOAT HOUSE

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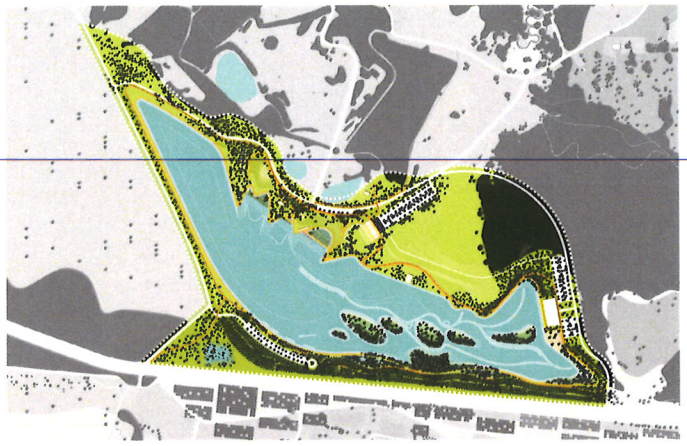

MASTER PLAN BY JAMES CORNER FIELD OPERATIONS

Just as the porches live in between, so the buildings at Shelby Farms seek to live in between, balancing the local and the universal, introducing one to another and honoring the value of them both. This has long been a role for Memphis, offering a collection of its local culture to the world at large, and now Shelby Farms Park offers the opportunity for these tides -the outflow of the local, and the inflow of the universal - to wash across a common landscape. Intensely specific in their function and articulation but universal in their abstract figuration, each member of this family of silhouettes attempts to recreate strangeness, offering a familiarity that is somehow elusive.

EXISTING SITE

AERIAL VIEW OF SITE

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VISITOR CENTER

The Visitor Center is an 8,000 sf building with a 8,000 sf porch. The porch, cooled by five 16' low velocity fans, provides shade from the Memphis sun and functions as a central meeting ground for the community. Multiple entry portals allow visitors to move through and around the building while providing the Park with discrete "pods" that house various functions: park administration, welcome center, and a cafe.

INFLUENCES AND ELEMENTS

AG-TECH CONSTRUCTION

PORCH

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PAVILIONS

Positioned throughout the Shelby Farms Park landscape, the Boat House, Event Stage, and Lakeside Picnic Pavilions provide a wide range of recreational activities. The pavilions are informed by the material palette of the Visitor Center and Restaurant and Retreat Center while adding to the overall architectural language of the Park.

BOAT HOUSE

LAKESIDE PAVILION

EVENT STAGE

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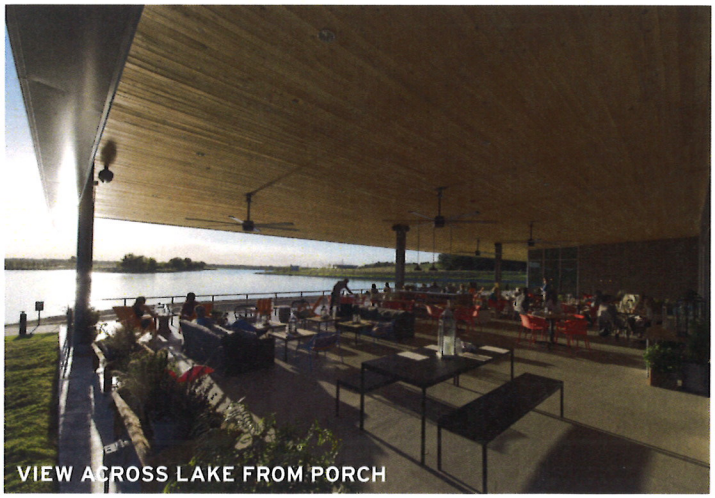
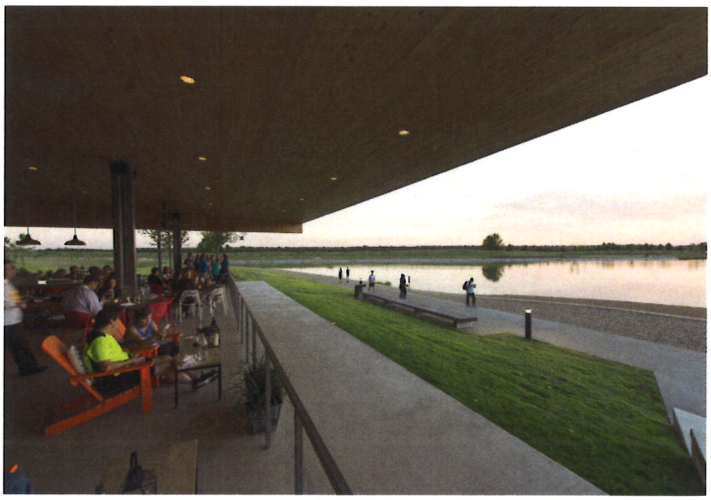
RESTAURANT AND RETREAT CENTER

The Restaurant and Retreat Center provides Shelby Farms Park with an economic and social catalyst. The rentable space in the Retreat Center is expected to draw up to 1,000 people per day to the Park. The building's broad porch follows the lakeside path and frames the setting sun.

VIEW FROM LAKESIDE PATH



VIEW ACROSS LAKE FROM PORCH



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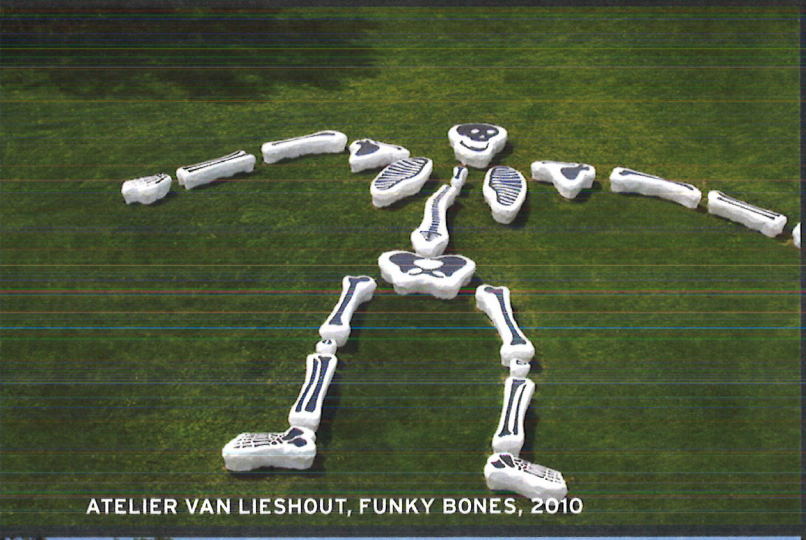
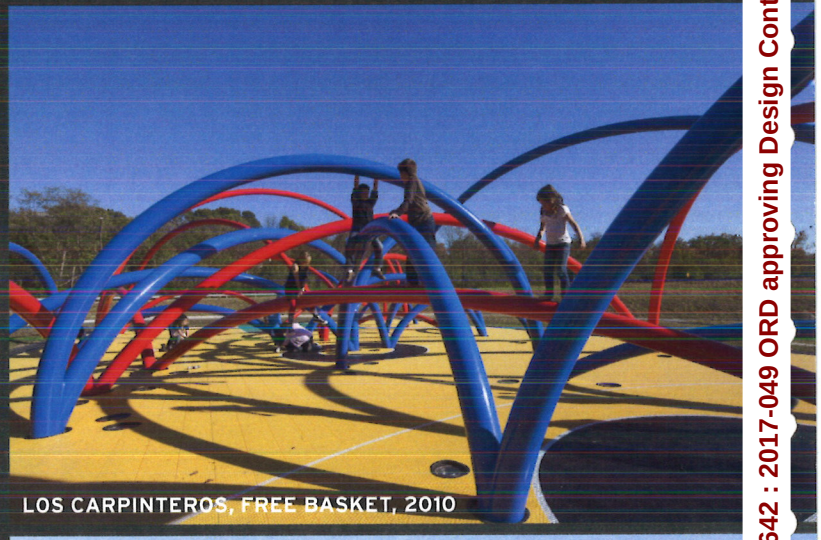
KENDALL BUSTER, STRATUM PIER, 2010

JEPPE HEIN, BENCH AROUND THE LAKE, 2010



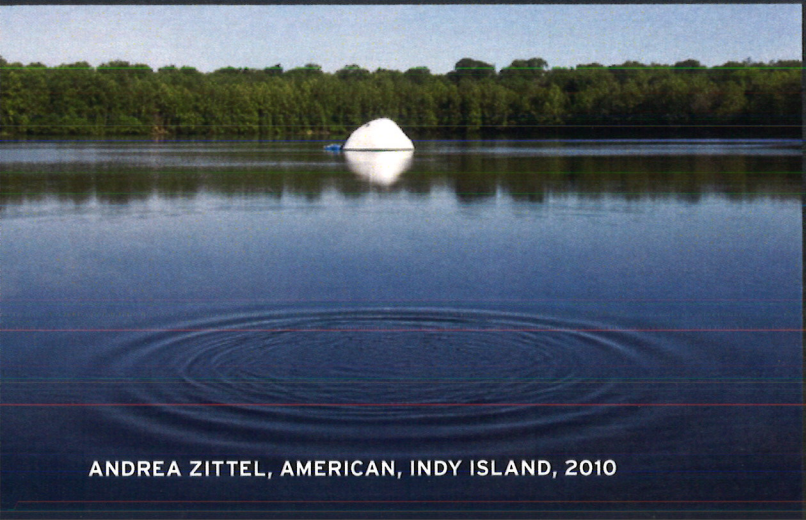
ATELIER VAN LIESHOUT, FUNKY BONES, 2010



LOS CARPINTEROS, FREE BASKET, 2010

ALFREDO JAAR, PARK OF THE LAMENTS, 2010

TEA MÄKIPÄÄ, EDEN II, 2010



ANDREA ZITTEL, AMERICAN, INDY ISLAND, 2010

CONCEIVED BY ARTIST MARY MISS, FLOW: CAN
THE RIVER? WAS A CITY-WIDE PUBLIC ART PRO

100 ACRES ART + NATURE PARK:

INDIANAPOLIS MUSEUM OF ART
with LANDSCAPE ARCHITECT ED BLAKE AND ARTIST MARY MISS

The 100 Acres Art + Nature Park and the Fehnel Art and Nature Center is the result of a studied relationship between building, land and art with an infinite point of view. Throughout the masterplanning process, the ambition was to craft a logic of ideas and physical works that open the repressed raw power of environment, art, and architecture through a re-thinking and re-making of where we already are. Here, the questions posed were born from within the found condition – an immanent response, imbued with convincing meaning and significance for the Museum of Art, its patrons and the citizens of Indianapolis.

RELEVANCE **Similar to the 100 Acres Art + Nature Park, the Texarkana Art Park will require a careful study of the site - the adjacencies, access, and traffic flows - to craft thoughtful relationships between the surrounding buildings, streets, paths, and the new Farmers Market and other Art Park features.**

PEOPLE Marlon Blackwell, FAIA, was the Principal In Charge and Lead Designer Meryati Johari Blackwell, AIA, LEED AP, ASID, Sustainability Coordinator.

SCOPE Programming, Architectural Design, Interior Design, Consultant Coordination, Materials Research, Construction Documents and Administration

SIZE 100 ACRES

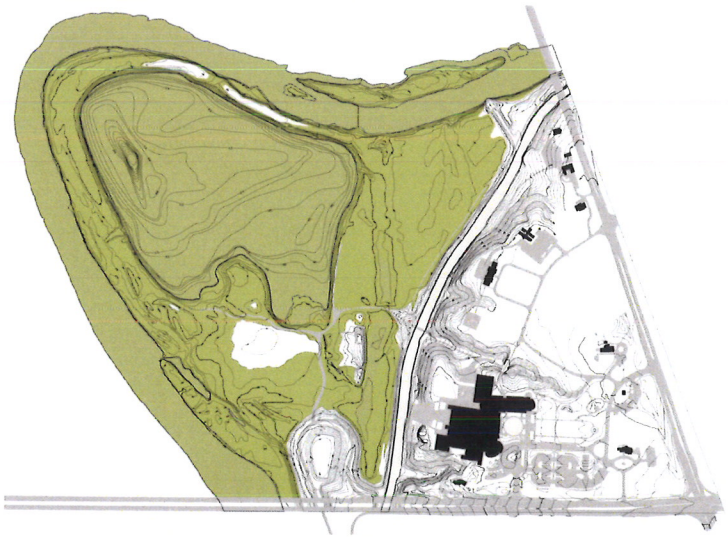
TIME 2003-2010

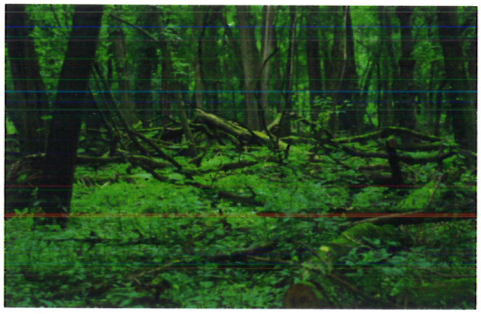
COST $40 M

CONTACT Lisa Freiman
Director
Institute for Contemporary Art
Virginia Commonwealth University
818 West Broad Street, PO Box 842545
Richmond, VA 23284
804.828.2823
ldfreiman@vcu.edu

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

A DETAILED STUDY OF SITE CONDITIONS AND THE FLOOD PLAIN [LEFT]
REVEALED .067 BUILDABLE ACRES WITHIN THE 100 ACRES OF THE PARK [RIGHT]





VARIED SITE CONDITIONS AT THE 100 ACRES ART + NATURE PARK

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

ART INSTALLATIONS [TOP] AND A TRAIL SYSTEM [BOTTOM] ARE WOVEN INTO THE FABRIC OF THE EXISTING LANDSCAPE

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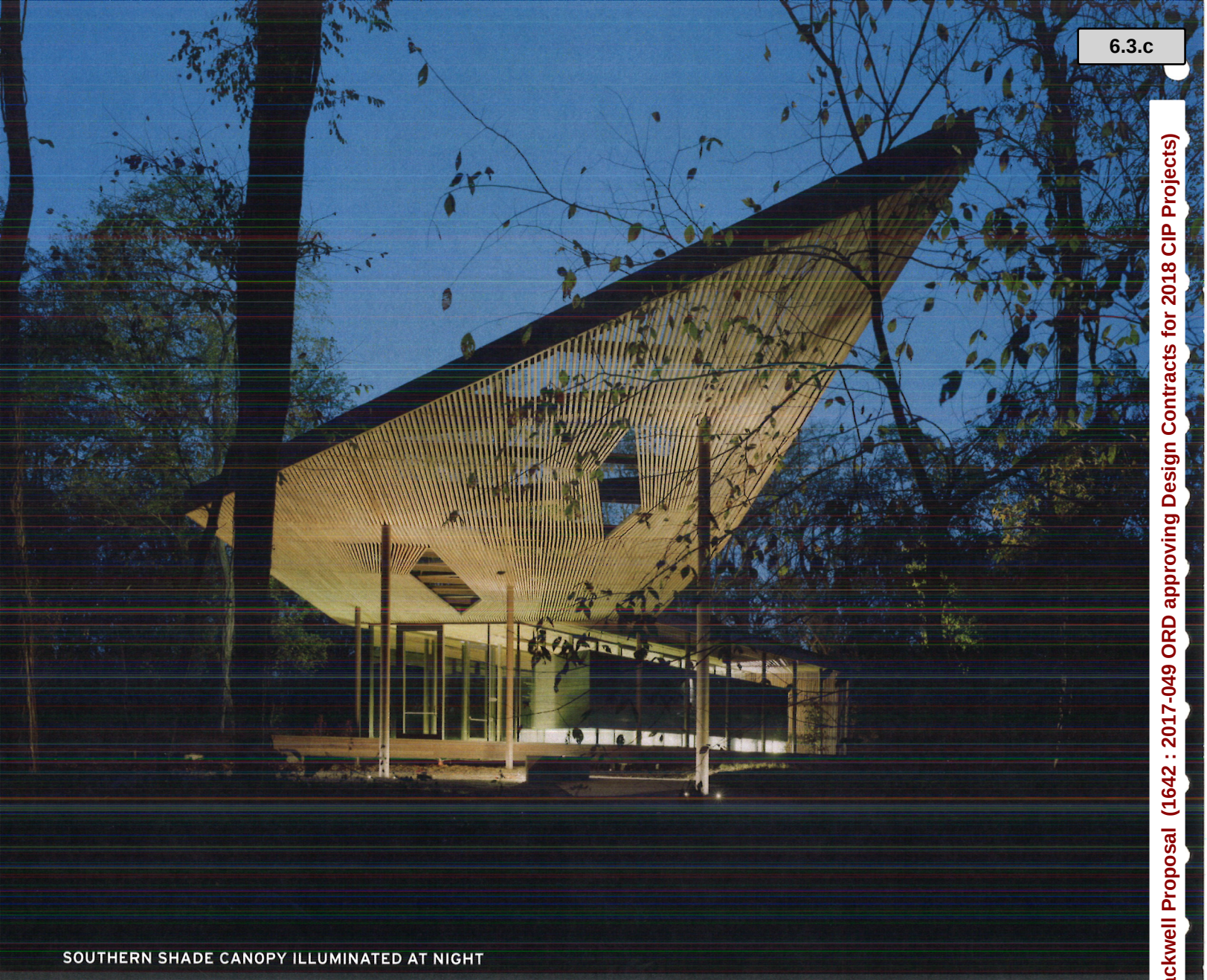
Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)



SOUTHERN SHADE CANOPY ILLUMINATED AT NIGHT

WESTERN APPROACH

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

RUTH LILLY VISITORS PAVILION

INDIANAPOLIS MUSEUM OF ART
INDIANAPOLIS, INDIANA

The Visitors Pavilion provides a place of reflection and assessment, a place of questioning what has been directly experienced by the visitor and of what was observed, or not, of the processes - natural and cultural - at work within the Art + Nature Park. It too may serve as a threshold for those entering the park from the Indianapolis greenway system. Educational activities for a few or maybe fifty persons help visitors gain a deeper, and perhaps, even more meaningful understanding of the relationships between nature-made and man-made forms. A refuge from inclement weather, it is also a respite, a place to rejuvenate the mind and body.

RELEVANCE **The Ruth Lilly Visitors Pavilion is relevant to the Texarkana Art Park in the way in which it responds to a variety of challenging limitations, including stringent setbacks and a significant flood plain. Rather than constrain the design, the strict limitations inform the details and execution of the design, creating a resonance between the building and landscape, all while maintaining the elegance and level of detail expected of an art museum. The elegant structure designed in collaboration with Guy Nordenson & Associates, the refined material palette, and subtleties of the design give the Pavilion a presence much larger than its footprint having received a National Honor Award from the AIA in 2013.**

PEOPLE Marlon Blackwell, FAIA, was the Principal In Charge and Lead Designer. Meryati Johari Blackwell, AIA, LEED AP, ASID, was the Interior Designer and Sustainability Coordinator.

SCOPE Programming, Architectural Design, Interior Design, Consultant Coordination, Materials Research, Construction Documents and Administration

SIZE 1,300 SF TOTAL

TIME 2009-2010

COST $2.3 M

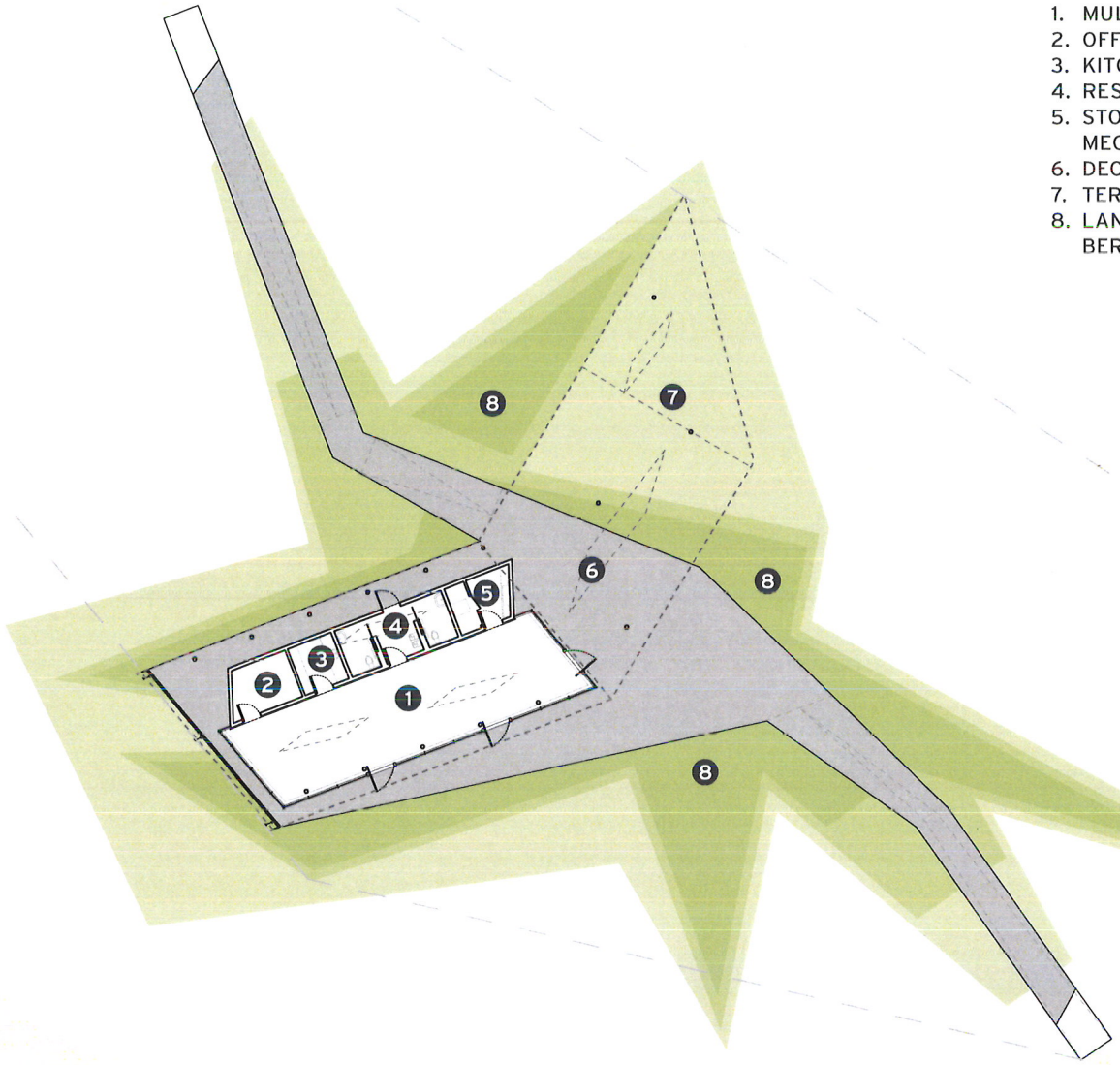
CONTACT

Lisa Freiman
Director
Institute for Contemporary Art
Virginia Commonwealth University
818 West Broad Street, PO Box 842545
Richmond, VA 23284
804.828.2823
ldfreiman@vcu.edu

Jeff Hagerman
President
The Hagerman Group
10315 Allisonville Rd.
Fishers, IN 46038
317.577.6836
jhagerman@hagermangc.com

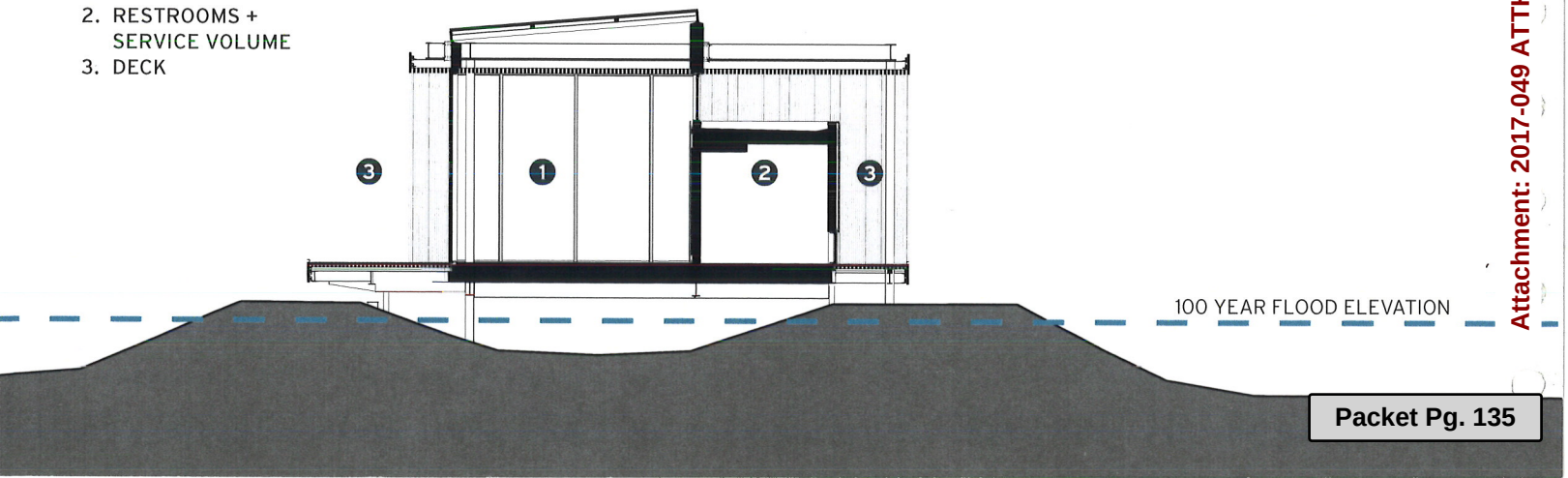
FLOOR PLAN

1. MULTI-PURPOSE
2. OFFICE
3. KITCHEN
4. RESTROOM
5. STORAGE + MECHANICAL
6. DECK
7. TERRACE
8. LANDSCAPE BERMS



TRANSVERSE SECTION

1. MULTI-PURPOSE
2. RESTROOMS + SERVICE VOLUME
3. DECK



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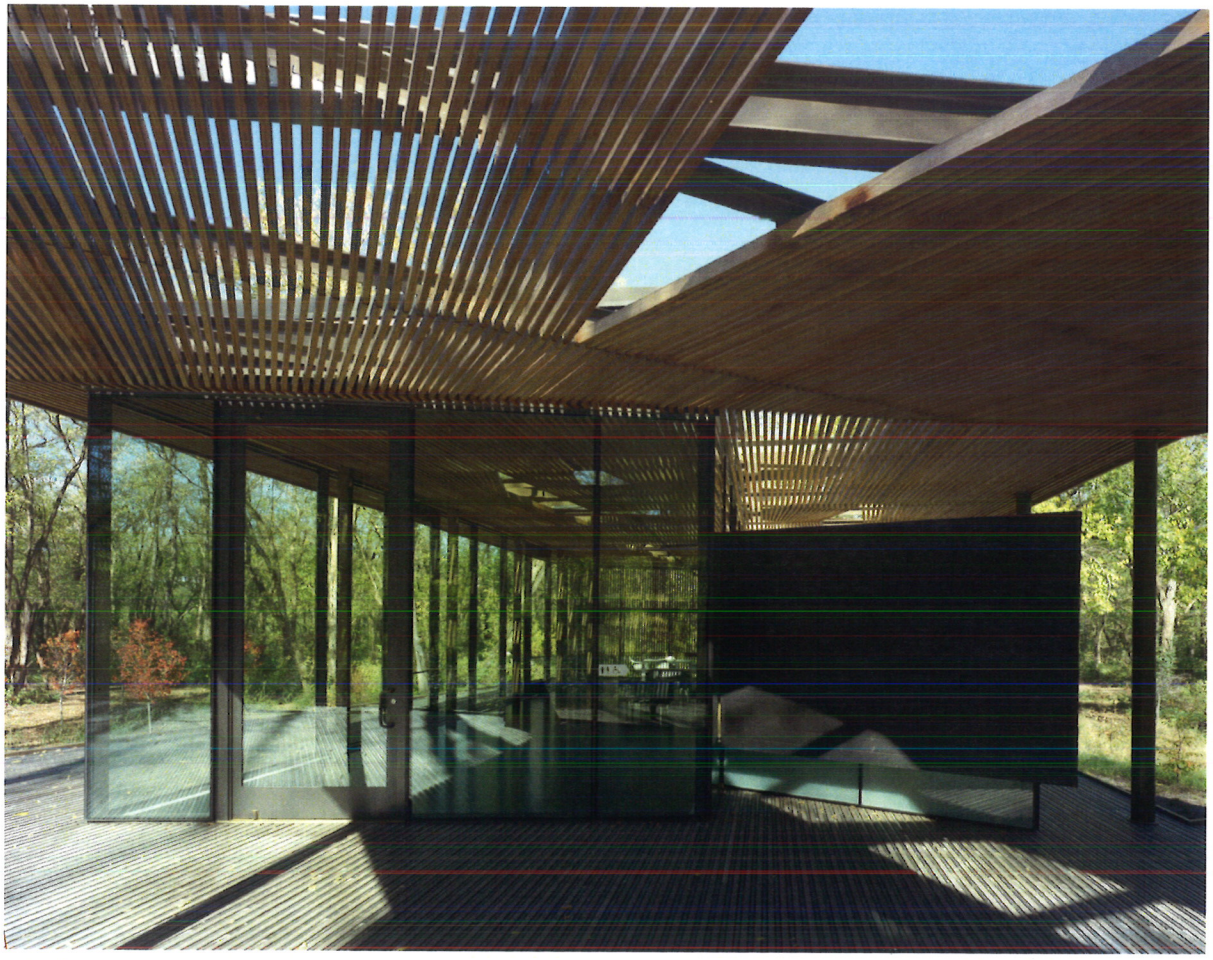
INTEGRAL RAMPS CONNECT THE PAVILION TO ADJACENT TRAILS

EAST ELEVATION WITH SERVICE VOLUME CLAD IN CHARRED CEDAR SEEN FROM 'LANDS

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

INTERIOR OF MULTI-PURPOSE SPACE



DETAIL OF ENTRY TO MULTI-PURPOSE SPACE WITH ADJACENT SERVICE VOLUME CLAD IN FIRE-RESISTANT CHARRED CEDAR

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

NORTHWEST CORNER WITH IPE DECK FOLDING TO BECOME SCREEN WALL ANI

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

TREE GROVE ALONG EAST EDGE
OF THE PLAZA

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

CALDER PLAZA RENOVATION

GRAND RAPIDS, MICHIGAN
with DESIGN WORKSHOP

Grand Rapids has undertaken an ambitious plan to reinvigorate the downtown core of the city. The existing Calder Plaza is a quintessential midcentury modernist civic plaza, designed by SOM and dominated by Alexander Calder's iconic sculpture La Grande Vitesse, 1969. Today, the Plaza is over-exposed to the elements and over scaled for daily activities. The conceptual plan for redevelopment activates the perimeter of the plaza while respecting the original design of the primary elements of the plaza. Both street edges are reconsidered for pedestrian occupation with the addition of a café pavilion, seating, retail, as well as improved pedestrian access points. The Shade Pavilion at the south edge of the main plaza provides a covered refuge from which users can observe both the Calder sculpture and the new interactive light and water installations. The southern edge of the plaza follows the fluid figure of a sinuous bench, connecting the main eastern plaza with the smaller western plaza. The western edge of the plaza is built out over a narrow retail frontage, and connects the street to the plaza and to the adjacent convention center via a graceful pedestrian bridge.

RELEVANCE Like the Texarkana Art Park, the Renovation of Calder Plaza re-imagines a large, open space in the middle of the city. The new vision will draw people to the Plaza as part of their daily routine as well as for special, civic programs. Like the vision for Texarkana, the Calder Plaza Renovation incorporates artwork, a splash pad and several pavilions throughout the space.

PEOPLE Marlon Blackwell, FAIA, was the Principal In Charge and Lead Designer. Meryati Johari Blackwell, AIA, LEED AP, ASID, was the Sustainability Coordinator. Kertis Weatherby, AIA was the Project Architect.

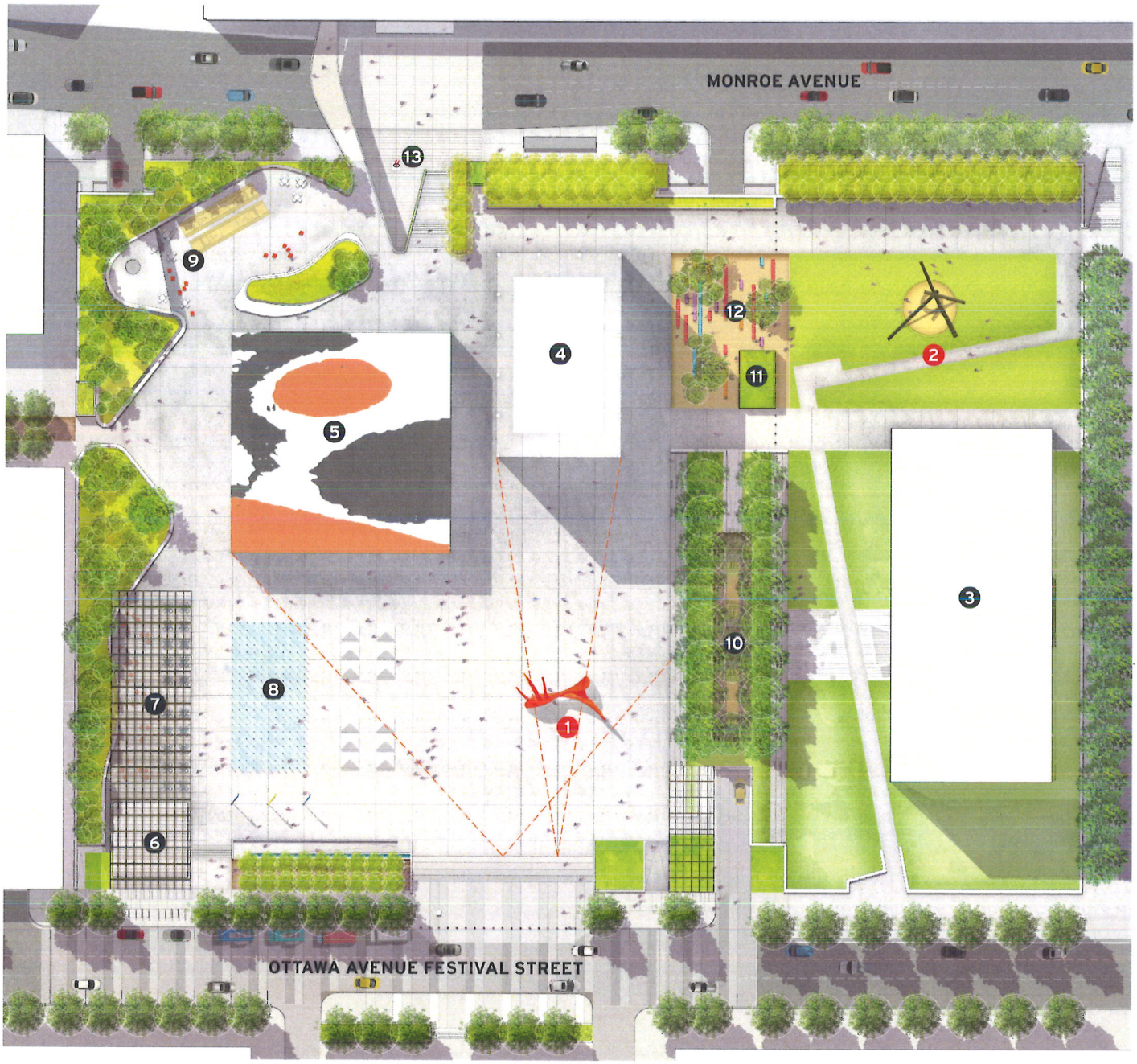
SCOPE Programming, Conceptual Architectural Design, Consultant Coordination, Materials Research

SIZE PLAZA: 225,000 SF
BUILDINGS: 28,500 SF

TIME CONCEPTUAL DESIGN, 2016

COST ESTIMATE: $28 M

CONTACT Tim Kelly
Vice President, Planning and Development
Downtown Grand Rapids, Inc.
29 Pearl NW Suite 1
Grand Rapids, MI 49503
p. 616.719.4610



SITE PLAN

1. LA GRANDE VITESSE BY ALEXANDER CALDER
2. "MOTU VIGET" BY MARK DI SUVERO
3. FEDERAL BUILDING
4. CITY BUILDING
5. COUNTY BUILDING
6. CAFE + DINING
7. SHADE PAVILION
8. SPLASH PAD
9. LANDSCAPE "ROOMS"
10. TREE GROVE
11. RESTROOM PAVILION
12. URBAN PLAYGROUND
13. CONNECTION TO STREET LEVEL

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

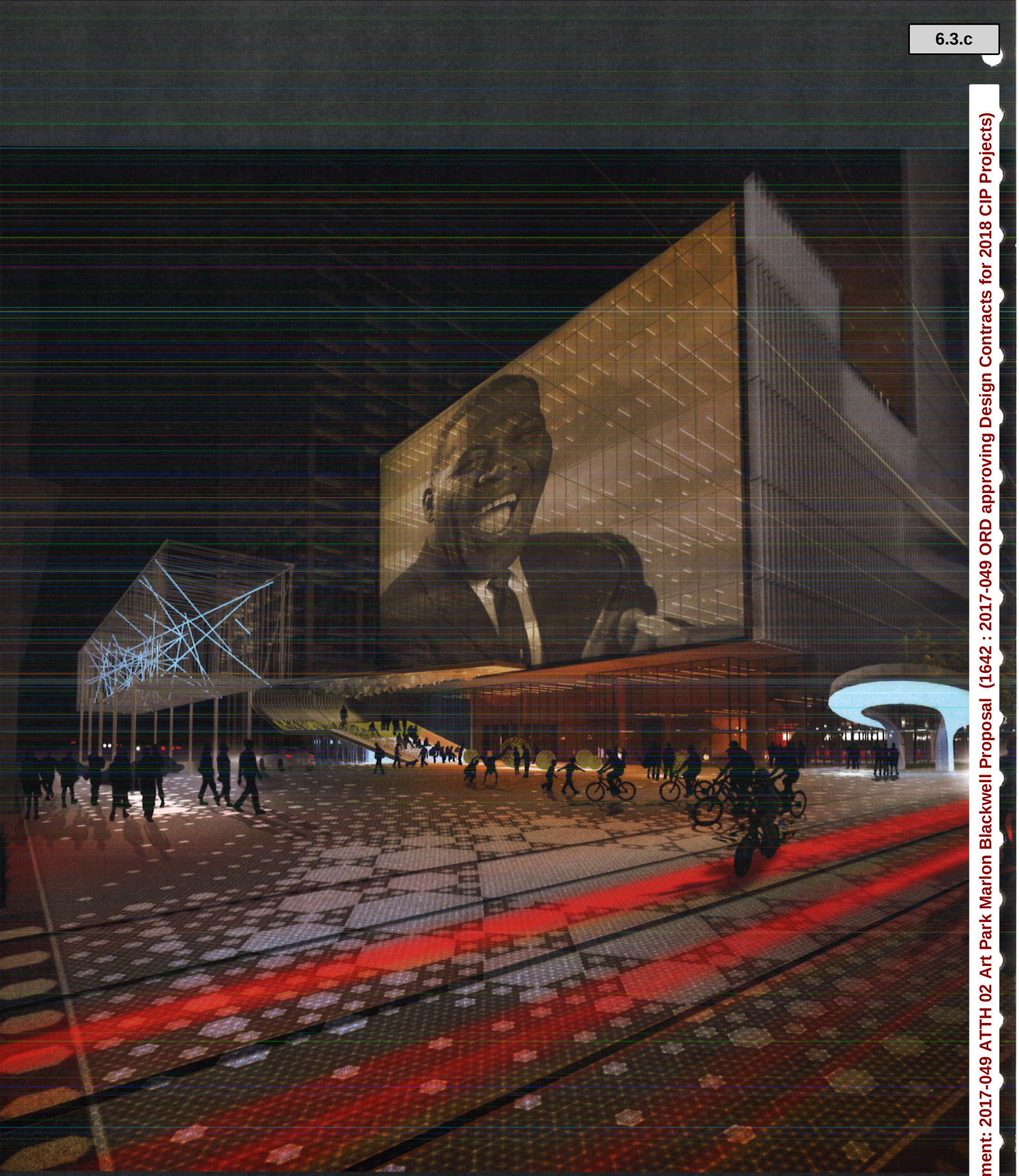
PLAZA IS ACTIVATED BY EVENTS AND GATHERINGS

SERIES OF LANDSCAPE "ROOMS"
AT THE ED

Calder Plaza Building

AERIAL VIEW OF THE
REV

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)



MUSEUM PLAZA

THE CREATIVE CORRIDOR

LITTLE ROCK, ARKANSAS

with UNIVERSITY OF ARKANSAS COMMUNITY DESIGN CENTER

The Creative Corridor offers a vision for the reclamation of a neglected Main Street while providing an affordable downtown living option presently unavailable in Little Rock. The vision retrofits a four-block segment through a new land-use mix that includes residential, tourism, work, and the cultural arts rather than Main Street's traditional retail base. The challenge involves restructuring a public realm conceived for workaday commercial throughput to now serve 24/7 urban lifestyles with a high level of livability (embracing all 10 of AIA's Principles for Livable Communities). This model Complete Streets project preserves 891,000 square feet of existing space in 28 historical structures and stipulates mixed use functions in 532,000 square feet among four proposed infill structures.

RELEVANCE **The Creative Corridor is a creative collaboration between Marlon Blackwell Architects and the University of Arkansas Community Design Center. The design investigates the relationship of urban buildings to pedestrians and various forms of transportation, encouraging visibility and occupation at the street level for enhanced viability and safety.**

PEOPLE Marlon Blackwell, FAIA, was the Principal In Charge and Lead Designer. Meryati Johari Blackwell, AIA, LEED AP, ASID, was the Interior Designer and Sustainability Coordinator.

SCOPE Programming, Architectural Design, Consultant Coordination, Materials Research

SIZE 532,000 SF TOTAL (FOUR STRUCTURES)
300 CAR PARKING DECK

TIME CONCEPTUAL DESIGN
AUGUST, 2012

COST N/A

CONTACT Mark Stodola
Mayor
City of Little Rock
500 W Markham Street, Room 203
Little Rock, Arkansas 72201
501.371.4510

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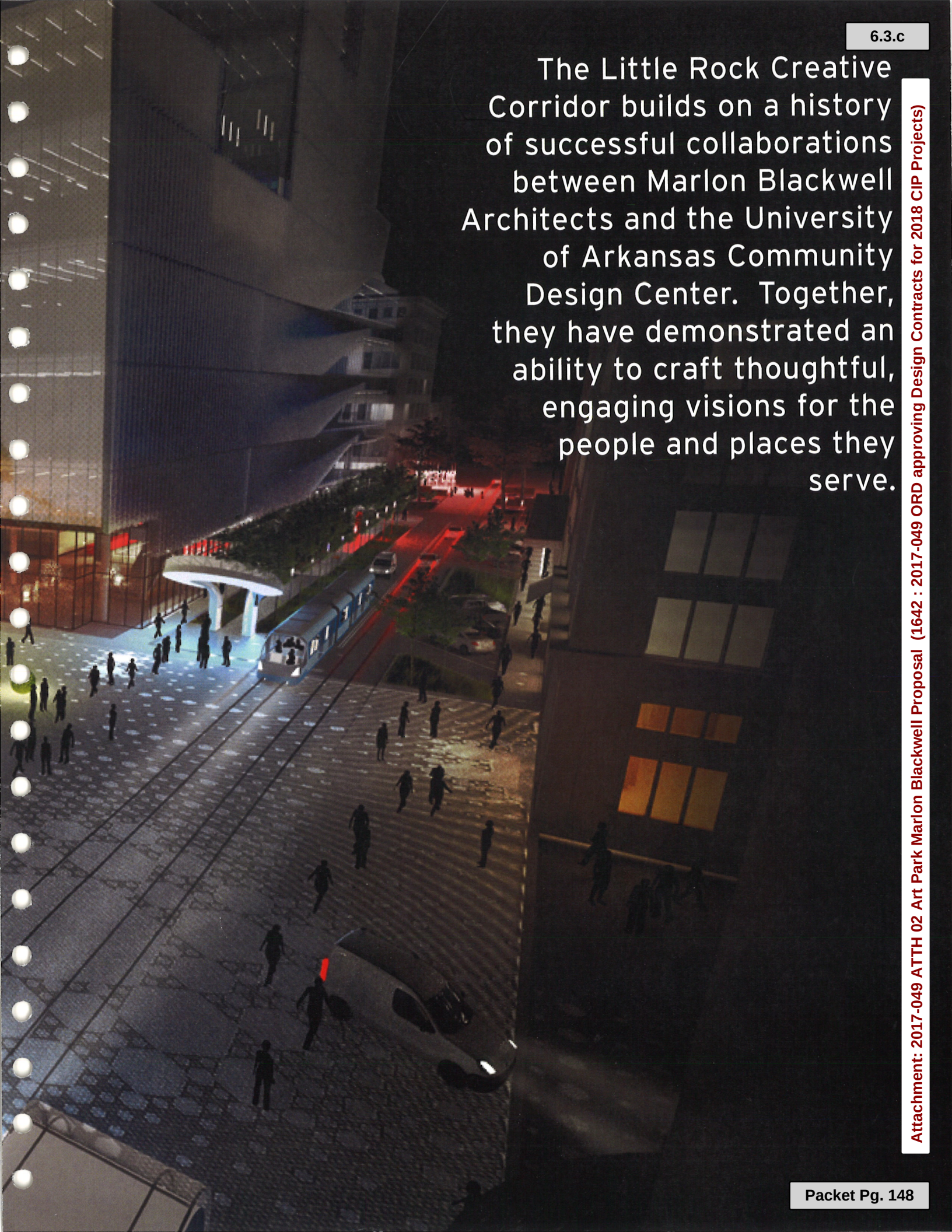

The Little Rock Creative Corridor builds on a history of successful collaborations between Marlon Blackwell Architects and the University of Arkansas Community Design Center. Together, they have demonstrated an ability to craft thoughtful, engaging visions for the people and places they serve.

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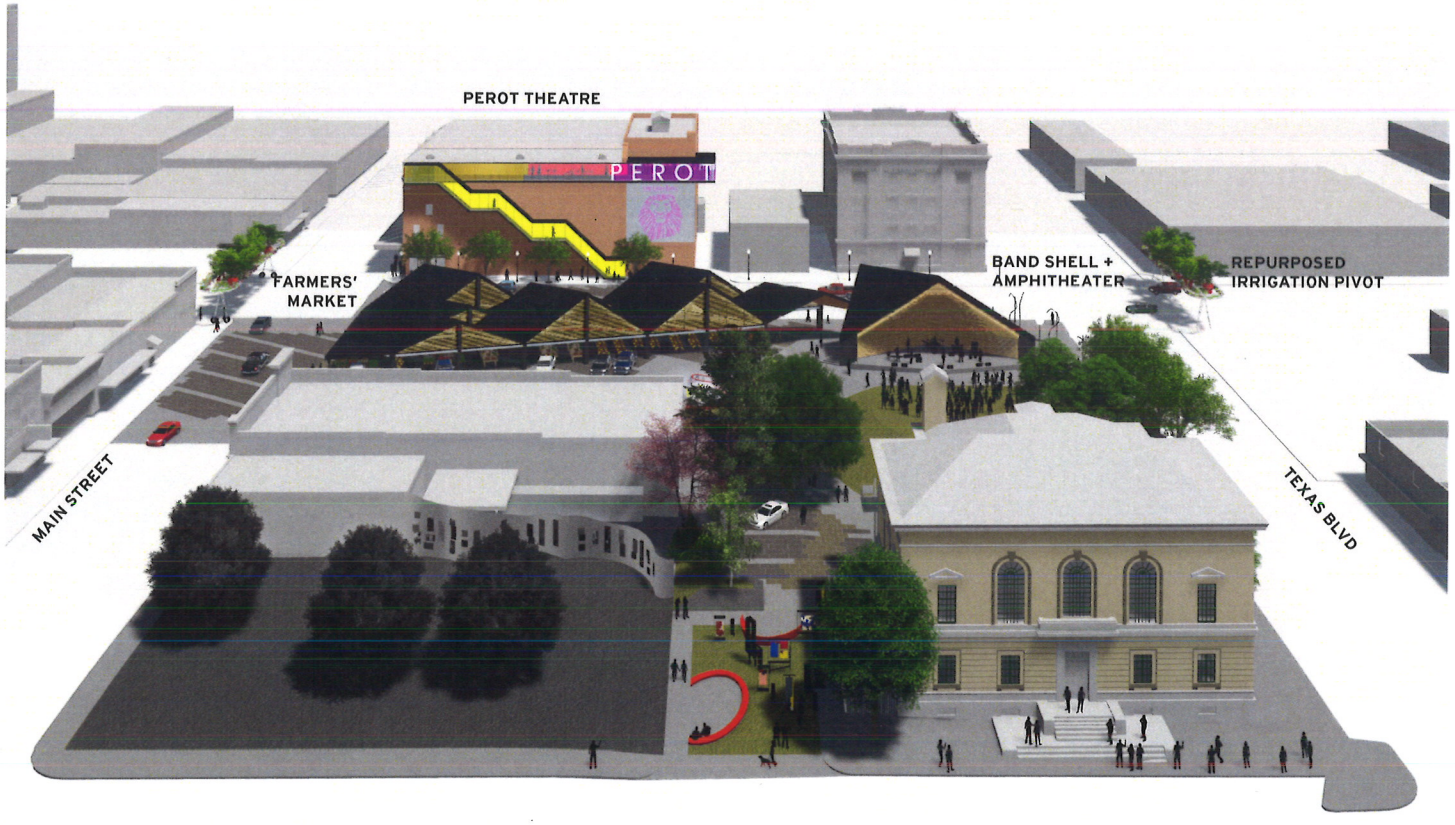
GATEWAY TO TEXARKANA ART PARK



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TEXARKANA PEROT THEATRE RESTORATION AND ART PARK

TEXARKANA, TEXAS

with MARLON BLACKWELL ARCHITECTS

The design proposal consists of four key components, a farmer's market, bandshell and amphitheater, art walk, and gateways. The farmers' market will serve a thriving local food economy and double as covered parking for theater patrons in the evenings. The bandshell and amphitheater introduce outdoor performance events to downtown and also house an art gallery and public restrooms below. The art walk transforms an existing alley into an illuminated and shaded allee with freestanding vitrines for showcasing artworks while also accommodating a splashpad. The four components extend the social life of adjoining cultural venues like the magnificent Perot Theatre. Here, infrastructural space and components—usually thought of as supplemental to the city—are artistically reconsidered in reshaping the city.

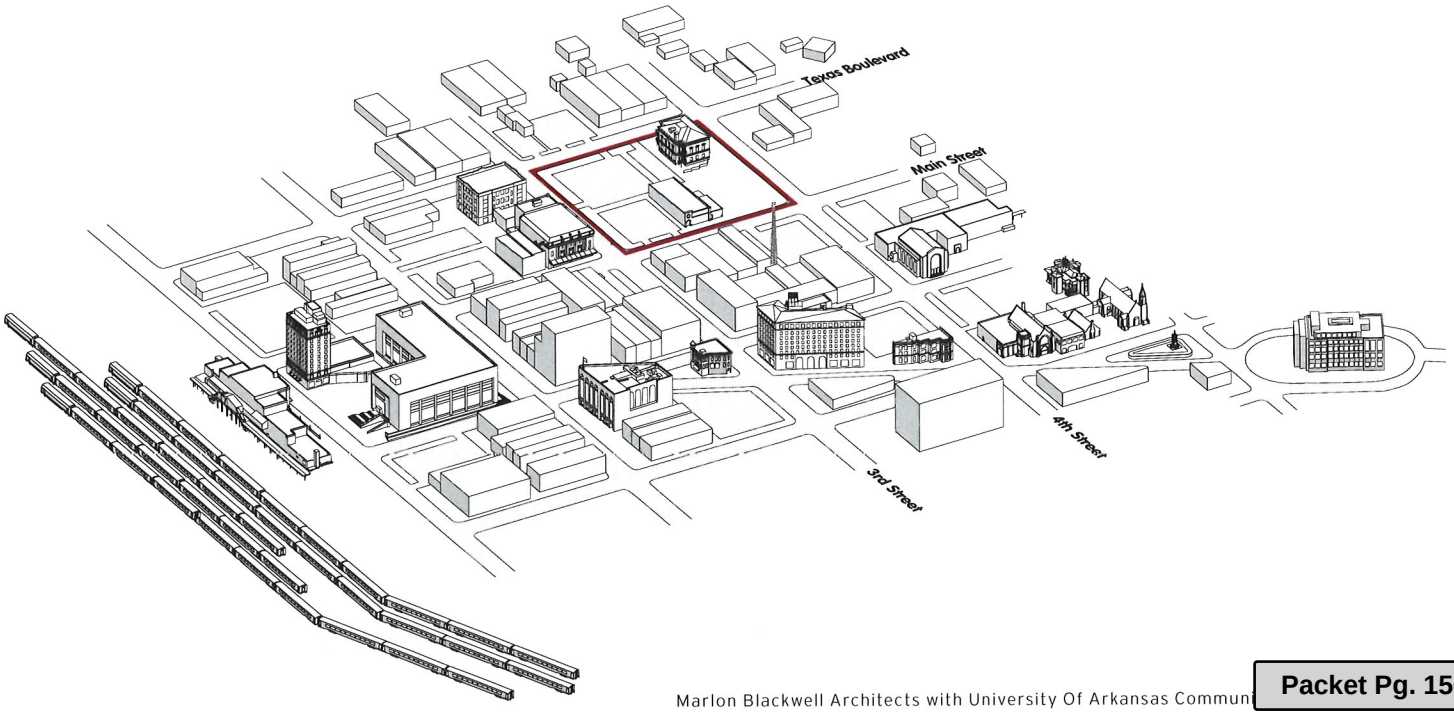
PEOPLE Stephen Luoni, Paco Mejias Villatoro, Matthew Hoffman, Tanzil Shafique, Jay Williams, Jessica Bittle, Jonathan Martinez, Robert Quinten McElvain, Austin Magruder

Marlon Blackwell Architects: Marlon Blackwell, FAIA

SIZE One City Block

CLIENT City of Texarkana, Texas

AWARDS 2016 American Architecture Award
2015 WAN Award Shortlist



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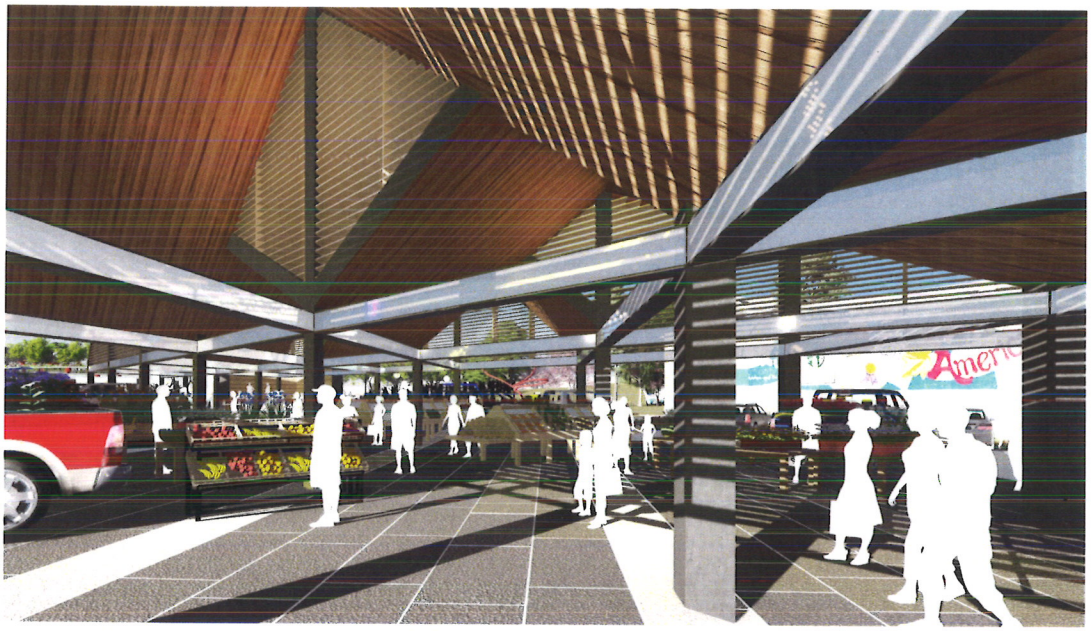


LOOKING WEST THROUGH
THE FARMERS' MARKET

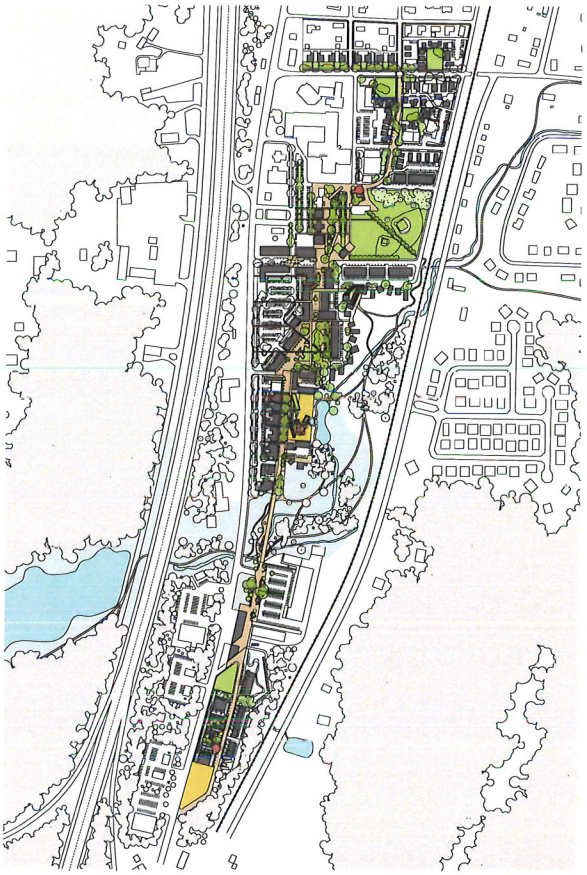
LOOKING TOWARDS FARMERS'
MARKET ALONG ART WALK

LOOKING SOUTH AT ART
SALON ON 4TH STREET

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

LOOKING NORTHWEST FROM THE
TOP OF THE AMPHITHEATER

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)



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SLOW STREET: BUILDING ARKANSAS'S BEST STREET

MAYFLOWER, ARKANSAS

Mayflower's recovery plan from the April 2014 tornado is focused on the development of a new walkable town center with mixed residential, recreational, and commercial functions. Anchored by the existing city park and scattered municipal facilities, the area selected for redevelopment poses two primary challenges. First, the area is hemmed in by limited access transportation corridors–the Union Pacific railroad, Arkansas Highway 365, and Interstate 40–all unamenable to a pedestrian-oriented urbanism. The second challenge involves the area's thin long triangular form, a geometry unsupportive of the gridiron street plan shaping most downtowns. Since the 4,500-foot long area measures only 800 feet at its widest part and comes to a point, the design is structured around a super-street that we have designated "Slow Street". Slow Street combines the qualities of the iconic American Main Street with those of a town square.

PEOPLE Stephen Luoni, Matt Hoffman, Paco Mejias Villatoro, Joshua Palmer, Tanzil Shafique, Jay Williams, and UA Dept. of Architecture Students

SIZE Population of 2,314
90 acres

CLIENT City of Mayflower, Arkansas

AWARDS 2015 WAN Award Winner
2015 NADO Innovation

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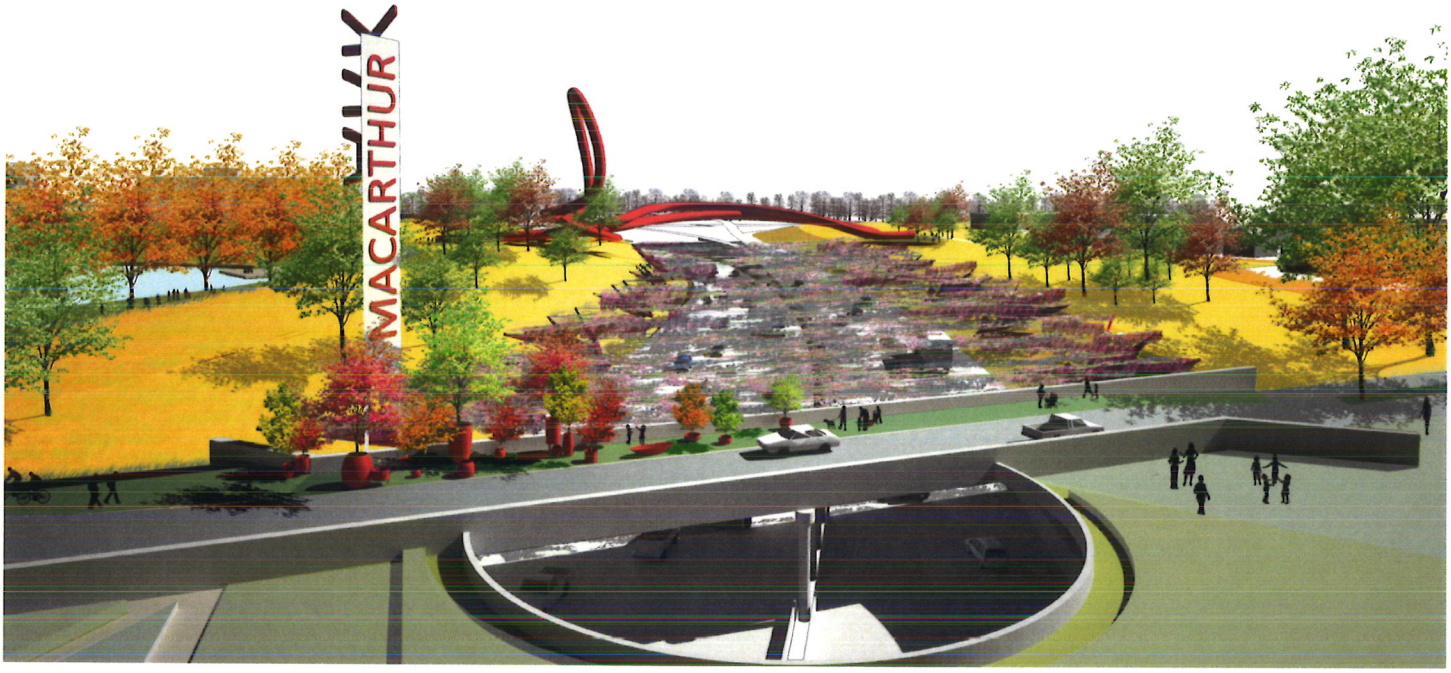

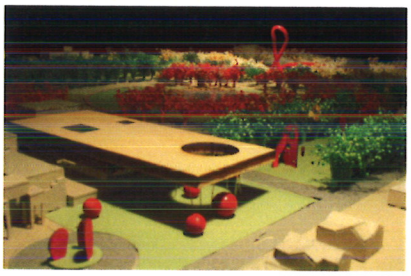

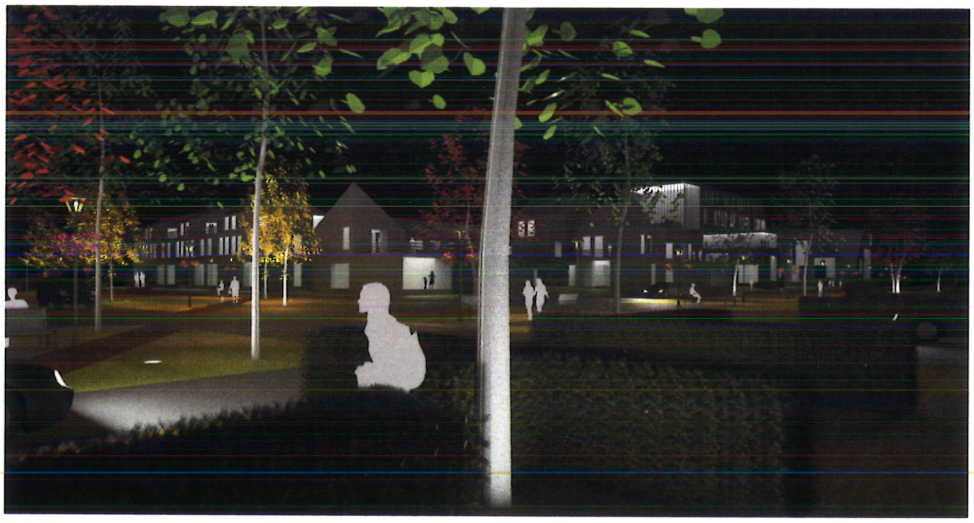

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MacARTHUR PARK DISTRICT MASTER PLAN

LITTLE ROCK, ARKANSAS

Like waterfronts and transit stops, parks leverage value in urban areas. The MacArthur Park District Master Plan envisions the park as the anchor for a larger urban landscape network. This network will connect tree-lined streets, boulevards, neighborhood pocket parks, active recreation facilities, plazas, and other pedestrian amenities throughout the district. Planning synergies between park improvements and development in these legacy neighborhoods will increase the delivery of both ecological and urban services now expected in urban infrastructure. These combined public improvements will amplify the safety and untapped livability potential of this area of downtown Little Rock.

PEOPLE UA Community Design Center; Conway+Schulte Architects, P.A.; oslund.and. assoc.; McClelland Consulting Engineers, Inc.; Donjek, Incorporated; UA at Little Rock, Urban Studies and Design

SIZE one square mile and 40 acre park

CLIENT City of Little Rock Parks and Recreation Department

AWARDS
2011 AR ASLA Award
2010 AIA Honor Award
2009 ALA Gold Medal
2009 AR AIA Award
2009 SARA Award
2009 AR APA Award
2009 BSA Award
2009 MN ASLA Award

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

RENOVATION OF CALDER PLAZA

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

PROJECT TEAM

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

SHROUD CONFERENCE ROOM
FULBRIGHT OFFICE BUILDING

COLLABORATION

Marlon Blackwell Architects believes that the best work comes from the best working relationships when people are committed to working cooperatively and constructively on any project no matter how modest or honorific. Nearly thirty years of practice has reaffirmed that cooperation is an evolutionary imperative and Architecture is a pretext for the relationships formed and sustained long term.

Our team of design professionals have worked with diverse groups and individuals, on a wide array of projects of varying aspirations, complexity and resources. We have learned the value of working collaboratively and the benefit of listening with open minds, heightened curiosity, and a sense of great purpose:

We listen carefully so that we may respond boldly.

Many of our projects are realized within strict budgeting and scheduling parameters and with limited resources and conflicting objectives. With abundant optimism we see limits as a source of innovative thinking, new ideas, and inventive outcomes.

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ORGANIZATIONAL CHART

ARCHITECTURE
Marlon Blackwell Architects

PLANNING + DESIGN
University of Arkansas
Community Design Center

LANDSCAPE ARCHITECTURE
Flintlock

LIGHTING DESIGN
** Essential Light Design Studio

CIVIL + SURVEY
** MTG Strategic Partners

ACOUSTICS
Roland, Woolworth, & Associates

STRUCTURAL
RLG Consulting Engineers

MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION
Reed, Wells, Benson and Company

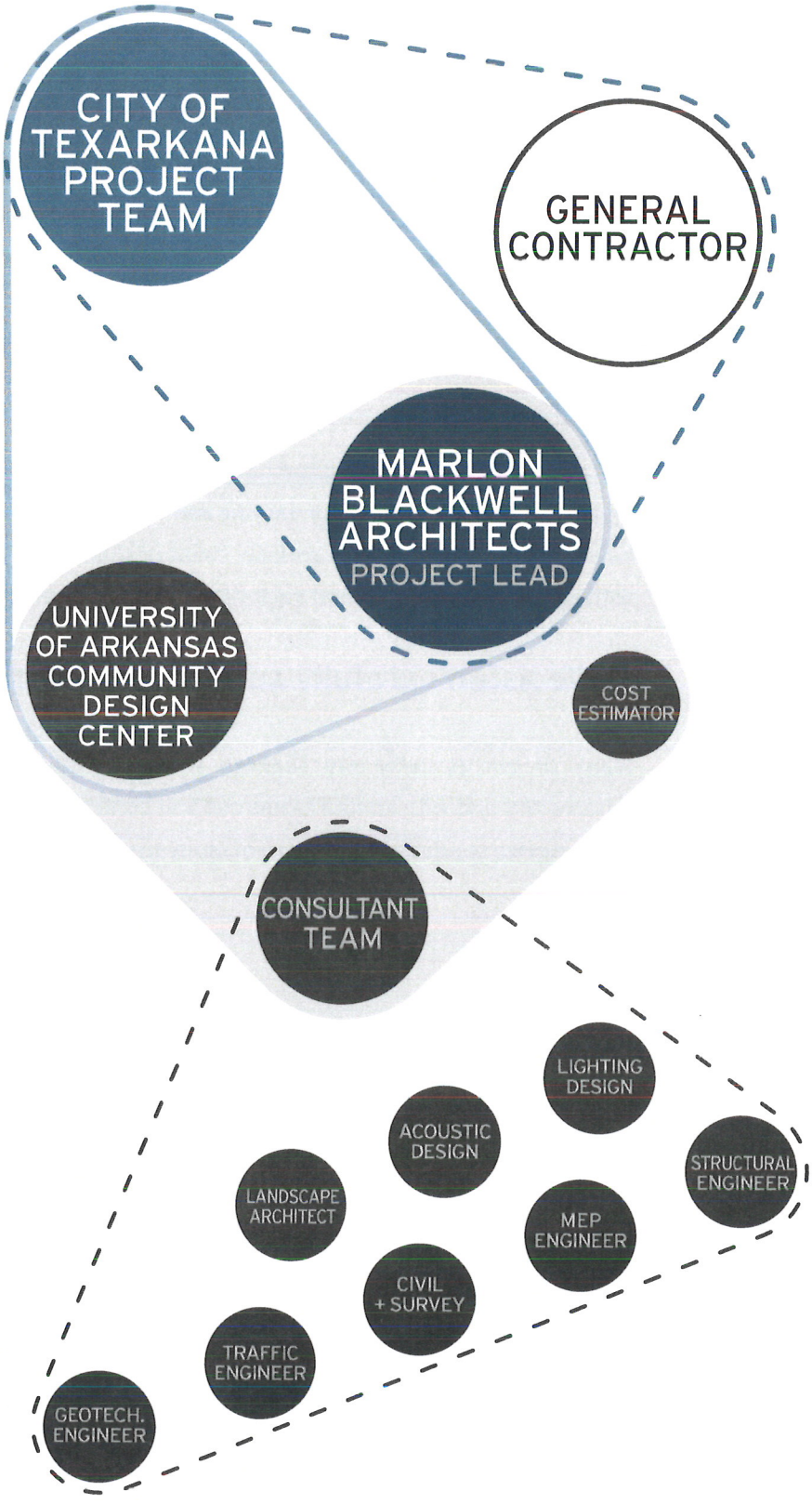
TRAFFIC ENGINEERING
Peters & Associates Engineers

GEOTECHNICAL
ETTL Engineers & Consultants

*** **COST ESTIMATING**
Baldwin & Shell

** WBE Certified and State of Texas HUB certified Business

*** Prepared Master Plan + Concept Phase Estimate



PROJECT TEAM

PROJECT TEAM FIRM

PROJECT TEAM FIRM TO BE SELECTED

Attachment: 2017-049 ATTH 02 Art Park Marlon Blackwell Proposal (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

TEAM STRUCTURE

The design process requires collaboration to develop compelling designs, rich with the influence of clients, contractors, engineers, fellow architects, landscape architects, and lighting designers. Key to the process is cooperation and the shared goal of achieving buy-in from all parties with a focus not on individual agendas, but on the project. When assembling a team of consultants, we will seek collaborators that, when presented with challenges, work in service of the project with transparency and accountability.

Marlon Blackwell Architects (MBA) will lead the consultant team throughout the design and project delivery process. We will be the main point of contact for the City of Texarkana and will provide project management, scheduling, and delivery. We have extensive experience leading large project teams and are confident in our ability to deliver exceptional, one-of-a-kind results for the City of Texarkana.

The Texarkana Art Park is a multi-faceted project with various structures and site elements. To meet the challenge of integrating these elements into a seamless design, we have assembled a team of talented, experienced designers with unique experience and expertise that will enrich the Art Park. Foremost is the University of Arkansas Community Design Center, who we will collaborate closely with as the design develops. Flintlock will provide critical knowledge of landscape design, documentation, and specification. Essential Light Design Studio, a Dallas-based HUB certificated firm, brings rich experience in lighting pavilion structures and outdoor environments. Their inclusion will help insure the lighting plan is elegant and efficient.

To help make the design a reality, we have called on a number of experienced consultants, including Civil, Acoustic, Structural, MEP, Traffic, and Geotechnical Engineering as well as a Cost Estimating. The individuals leading these firms each have demonstrated experience delivering timely, cost effective projects. Their support will ensure our team's capacity to design and execute the Texarkana Art Park at the highest level.

We look forward to working with the City of Texarkana to realize the vision for the Texarkana Art Park. The quality of the outcome is often in proportion to the quality of collaboration; therefore, in every instance, we seek to bring intelligence, advanced expertise, and a cooperative spirit to the table. This is the best way to ensure each collaborator works to their capacity in service of the project rather than personality.

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FIRM STRUCTURE

Marlon Blackwell Architects is a small firm with extensive capacity and experience. Our size allows us to be agile and responsive. We work with the entire team around a single table, allowing for a direct flow of information between team members.

Organizationally, the Principals, Marlon and Meryati, form the basis for the development and implementation of each project from beginning to end. They each have extensive knowledge of the specificities and nuances of each project in the office. Justin, the Project Architect, will be involved throughout the project as well, facilitating the flow of information from the City of Texarkana Project Team and project consultants and coordinating the internal development of the work.

PORTAL TO THE POINT DESIGN IDEAS COMPETITION
PITTSBURGH, PENNSYLVANIA

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PERSONNEL ROLES

MARLON BLACKWELL, FAIA
Principal in Charge

Marlon is integrally involved in all aspects of design and construction for each project in the office. He will lead the architectural design team from conceptualization of ideas through the resolution of critical details. He will be personally present for all key meetings and presentations, and he will be available anytime you need him in each and every phase of the project. Our clients and references can attest to Marlon's (and the entire staff of Marlon Blackwell Architects) availability and determination throughout the entire project. You can always reach him directly on his mobile number at 479-283-1241. His keen attention to detail and design rigor ensure the success of every project, evident in his acclaim as an architect and educator.

MERYATI JOHARI BLACKWELL, AIA, NCIDQ, ASID, LEED AP BD+C
Managing Principal, Director of Interiors and Sustainability

Meryati brings over twenty-five years of experience to the Design Team, specifically in the development of interiors and sustainable strategies. Her extensive knowledge of materials and space planning will be critical to the success of the project as she will work closely with Marlon and the Design Team to deliver a thoughtful design that is both sensual and sensible.

JUSTIN HERSHBERGER, AIA
Project Architect

Justin has extensive experience throughout the entire design and construction process, and his skill as a designer and experience in managing a wide variety of protect types and scales will be critical to the success of the project. As Project Architect, Justin will be the primary point of contact for you and the project team.

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HONEYHOUSE

PERSONNEL
BIOGRAPHY

MARLON BLACKWELL, FAIA
Principal-in-Charge

Marlon Blackwell is a practicing architect in Fayetteville, Arkansas, and serves as the Distinguished Professor and Department Head in the Fay Jones School of Architecture at the University of Arkansas. Working outside the architectural mainstream, his architecture is based in design strategies that draw upon vernaculars and typologies, and the contradictions of place; strategies that seek to transgress conventional boundaries for architecture. Work produced in his professional office, Marlon Blackwell Architects, has received recognition with numerous national and international design awards and significant publication in books, architectural journals and magazines. The office of Marlon Blackwell Architects was recognized as the Firm of the Year by Residential Architect magazine in 2011.

The significance of Blackwell's contributions to design is evidenced by being named a United States Artists Ford Fellow 2014 and selected for the 2012 Architecture Prize from the American Academy of Arts and Letters. A monograph of his early work entitled "An Architecture of the Ozarks: The Works of Marlon Blackwell" was published by Princeton Architectural Press in 2005. Blackwell was selected by The International Design Magazine, in 2006, as one of the ID Forty: Undersung Heroes and as an "Emerging Voice" in 1998 by the Architectural League of New York.

A native of Alabama, Marlon received his undergraduate degree from Auburn University in 1980 and a M. Arch II degree from Syracuse University in Florence in 1991. In 1994, he co-founded the University of Arkansas Mexico Summer Urban Studio, and has coordinated and taught in the program at the Casa Luis Barragan in Mexico City since 1996. Recent Visiting Professor appointments include the George Baird Professor at Cornell University (Fall 2012) and the Thomas Jefferson Professor at the University of Virginia (Spring 2011). Marlon often speaks at conferences and universities throughout the country where he presents the work of Marlon Blackwell Architects.

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PERSONNEL
BIOGRAPHY

MERYATI JOHARI BLACKWELL, AIA,
NCIDQ, LEED AP BD+C
Managing Principal, Director of Interiors and Sustainability

Meryati brings over twenty-five years of experience to the design team, specifically in the development of interiors and sustainable strategies. Her sensitivity as a designer and knowledge of materials and details enrich every project in the office. She will work closely with Marlon and the design team to deliver a thoughtful design that is both sensual and sensible.

With a degree in Architecture and Planning and NCIDQ Certificate holder, Meryati is both a Registered Architect and a Registered Interior Designer. With a broad range of experience in architectural offices in The United States and Asia, Meryati brings a unique perspective and a great depth of experience to her position as Principal at Marlon Blackwell Architects. She has worked with many project types including as churches and banks, health centers, office buildings, stadiums, libraries, schools and university buildings, as well as residences, retail spaces and hotels. Her talents in architectural and interior design and her expertise in the preparation of construction documents, code research and contract administration, design and detailing, spec writing as well as her ability to coordinate work with various consultants involved in a project are highly valued. She is a LEED Accredited Professional specializing in Building Design and Construction with experience on several LEED projects and is currently the LEED Project Team Administrator for several projects that are attempting certification within the office.

During her tenure at Marlon Blackwell Architect, Meryati has been integrally involved in the realization of numerous noteworthy and award winning projects including the Crystal Bridges Museum Store, Blessings Golf Clubhouse, Steven L Anderson Design Center and Vol Walker Hall, Montessori Schools, Northwest Arkansas Free Health and the L-Stack Residence where she also served as the project's General Contractor.

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NO PARKING FIRE LANE
HARVEY CLINIC

MARLON BLACKWELL ARCHITECTS

PERSONNEL
BIOGRAPHY

JUSTIN HERSHBERGER, AIA
Project Architect

Justin Hershberger joined Marlon Blackwell Architects in 2011. Justin's role in the firm currently include all phases of the design and construction process, from conceptual design to construction administration. As a project manager, he has contributed to a wide range of project types and scales, including institutional, commercial, and residential projects from small homes to large developments. Justin was integrally involved in the Harvey Clinic, completed in 2016, and in the development of Shelby Farms Park.

His administrative duties within the firm include writing proposals and organizing marketing materials, including directing the documentation of completed projects, preparation of publication drawings and diagrams, and dissemination of project information to a wide variety of publications. He has also organized significant award and competition entries, including Marlon Blackwell Architects' winning entry for the 2016 Cooper Hewitt National Design Award in Architecture.

Justin earned his undergraduate and graduate degree from the University of Virginia (UVA). His graduate work was recognized by the UVA faculty with the American Institute of Architects' Henry Adams Medal and a Facutly of Architecture Award for Design Excellence. After earning his Masters of Architecture in 2011, Justin moved to the Ozarks to teach at the University of Arkansas Fay Jones School of Architecture + Design. During his tenure as a Visiting Assistant Professor, he taught introductory design studios (1st year and 2nd year) and assisted in the Design-Build program. In the Spring of 2015, he co-taught a seminar focused on hybrid drawing techniques as a means of representation in the design process. Justin continues to lecture frequently on the topic of making and representation in architecture and contribute to design reviews at the Fay Jones School of Architecture + Design. In addition to the University of Arkansas, he has been a visiting critic at the University of Virginia, the University of Cincinnati, Kansas State University, and the University of Texas.

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LITTLE ROCK CREATIVE CORRIDOR

PROJECT TEAM | TEAM RESUMES

Stephen Luoni, *Director and Principal Designer*

Steven L. Anderson Chair in Architecture and Urban Studies

Education

Master of Architecture
YALE UNIVERSITY 1989

Bachelor of Science in Architecture
THE OHIO STATE UNIVERSITY 1983

Professional Experience

UNIVERSITY OF ARKANSAS
COMMUNITY DESIGN CENTER
Fayetteville, AR

TROTT & BEAN ARCHITECTS
Columbus, OH

KARLSBERGER ARCHITECTS
Columbus, OH

Teaching

Distinguished Professor
UNIVERSITY OF ARKANSAS

Bruce Goff Chair of Creative Architecture
UNIVERSITY OF OKLAHOMA

Ruth and Norman Moore Visiting Professor
WASHINGTON UNIVERSITY IN ST. LOUIS

Cass Gilbert Visiting Professor of Architecture
UNIVERSITY OF MINNESOTA

Affiliations

2012 USA Ford Fellow
UNITED STATES ARTISTS

Associate AIA
AMERICAN INSTITUTE OF ARCHITECTS

Member
CONGRESS FOR THE NEW URBANISM

Stephen Luoni is Director of the UACDC where he is the Steven L. Anderson Chair in Architecture and Urban Studies and a Distinguished Professor of Architecture. Under his direction since 2003, UACDC's design and research have won more than 100 awards, including *Progressive Architecture Awards*, *American Institute of Architects Honors Awards* for Regional and Urban Design, *Charter Awards* from the Congress for the New Urbanism, *American Society of Landscape Architecture Awards*, *Environmental Design Research Association Awards*, *American Architecture Awards*, and a *Holcim Award*, all for urban design, research, and education. His work at UACDC specializes in interdisciplinary public works projects combining landscape, urban, and architectural design. Current work includes scenario planning that addresses municipal transit infrastructure and urban food production, pocket housing development, neighborhood revitalization, and highway corridor redevelopment. Luoni directed production of the center's award-winning book: *Low Impact Development: a design manual for urban areas*. His work has been published in *Oz, Architectural Record, Landscape Architecture, Progressive Architecture, Architect, Places, L'Architecture d'Aujourd' hui, Progressive Planning, International New Architecture,* and *Public Art Review*. In addition to being appointed a 2012 Ford Fellow by the United States Artists, he has regularly served as a resource team member and host for the Mayors' Institute on City Design. Luoni has a BS in Architecture from Ohio State University and a Master of Architecture from Yale University.

Selected Presentations

Keynote Speaker: 17th Annual EPA Region 6 Stormwater Conference, Hot Springs, Arkansas 2015
Keynote Speaker: 7th International Conference on World Class Sustainable Cities, Kuala Lumpur, Malaysia 2015
Host: Mayors' Institute on City Design, South Session, 2015
Panelist: Teaching Mayors and Designers About the Importance of Each Other: AIA National Convention, 2014
Workshop: Low Impact Development Exercise, South Carolina Forest Resource Inst: Columbia, SC, 2014
Speaker: The Value of Design: Design and Health Summit, AIA, AIA Foundation, ACSA: Washington DC 2014
Speaker: Memphis Chapter: Urban Land Institute: Memphis, TN 2014
Presenter: Arkansas Chapter of the American Planning Association Conference: Fayetteville, AR 2013
Panelist and Speaker: Educating Activists Conference, College of Environmental Design: UC Berkeley, CA 2013
Presenter: 6th Annual World Architecture Festival: Singapore 2013
Lecturer: Urban Forestry Institute Conference: Nashville, TN 2013
Plenary Panelist: Environmental Design Research Association Annual Conference: Seattle, WA 2012
Presenter: 5th Annual World Architecture Festival: Singapore 2012
Keynote Speaker: AIA Huron Valley Meeting: Ann Arbor, MI 2011
Visiting Design Critic: Arizona State University: Tempe, AZ 2011
Visiting Faculty and Lecturer: American University of Sharjah: United Arab Emirates 2011
Mithun Endowed Lecturer: University of Washington: Seattle, WA 2011
Speaker: Implementing Sustainable Development: Urban Land Institute, Fayetteville, AR 2011
Speaker: REALgreen Sustainability Conference, Arkansas chapters of USGBC and AIA: Rogers, AR 2011
Keynote Speaker: Urban Land Institute Sacramento Chapter: Sacramento, CA 2010
Presenter: Louisiana APA Conference: Natchitoches, LA 2009
Speaker: Monterey Design Conference: Monterey, CA 2009
Speaker: Minnesota AIA Annual Convention: Minneapolis, MN 2008
Panelist: American Institute of Architects National Convention and Expo: Boston, MA 2008
Speaker: Little Rock Sustainability Summit: Little Rock, AR 2009
Lecturer: Green Communities, U.S. Dept of Energy, National Building Museum: Washington DC 2009
Speaker: Designing the San Fernando Valley: Woodbury School of Architecture: Burbank, CA 2009

Service

Founding Partner, National Resilience Initiative: Architects Foundation, 2015-present
Juror: 2013-2014 ACSA Collaborative Practice Awards, American Collegiate Schools of Architecture
Resource Team Member: The Mayors' Institute on City Design, National Endowment for the Arts, 2013, 2007, 2006
Stakeholder Committee: Northwest Arkansas Transportation Alternatives Analysis, 2013
Grant Review Panelist: National Endowment for the Arts, 2012, 2008
Team Member: AIA Sustainable Design Assessment Team for Stanwood, Washington, 2012
Faculty Advisor: Urban Forestry Institute: USDA Forest Service and Southern Group of State Foresters, 2012
Northwest Arkansas Sustainable Development Committee, 2011
Advisory Council: Applied Sustainability Center, Sam Walton College of Business, 2010-present
Professional Advisor: University of Oklahoma College of Architecture, 2010
Arkansas Tourism Development Task Force, 2010-2011
Fayetteville Forward: Mayor's Transportation Committee, 2009-2011

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Paco Mejias Villatoro, *Project Designer*

M. Arch., M. Sc., Ph.D.

Paco Mejias is a Project Architect and Clinical Associate Professor of Architecture and Landscape Architecture at the University of Arkansas Community Design Center. He has a Master in Architecture and Urbanism degree from Valencia Polytechnics (Spain), and Master of Science in Architectural Projects from the European University of Madrid. Paco also holds a Ph.D. from the Madrid School of Architecture. Paco has been teaching architecture since 1997, at the Valencia School of Architecture (Spain), Alicante School of Architecture (Spain), Azrieli School of Architecture and Urbanism at Carleton University in Ottawa (Canada), and Anadolu University in Eskisehir (Turkey). He has been a Visiting Professor and Lecturer at International Architecture Workshops in London, Barcelona, Venetia, Milan, La Habana, Berlin, Eskisehir (Turkey) and Beijing. Paco has worked as designer for the Zaha M. Hadid office in London, for Javier Garcia-Solera and Alfredo Paya office in Alicante (Spain), and for the Alfonso Penela office in Vigo (Spain). He is cofounder and Principal of Figueiras y Mejias Architects since 1997. Paco has participated in more than 50 national and international competitions, and has garnered 15 awards. His work has been shown in national and international exhibitions, and is widely published and recognized. Paco received 1st Prize in the Regional Architecture Biennale Competition in Murcia (Spain) granted by the College of Architects, and was nominated for the prestigious Mies van der Rohe European Award in 2003.

Education

Ph.D
MADRID SCHOOL OF ARCH. 2016

Master Science in Architectural Projects
EUROPEAN UNIVERSITY 1992

Master in Architecture and Urbanism
VALENCIA POLYTECHNICS 1990

Professional Experience

MEJIAS y FIGUEIRAS ARCHITECTS
Alicante, SPAIN.

JAVIER GARCIA-SOLERA
ALFREDO PAYA
Alicante, SPAIN

ALFONSO PENELA
Vigo, SPAIN

ZAHA M. HADID
London

Teaching

Azrieli Visiting Professor
CARLETON UNIVERSITY. OTTAWA.
CANADA

Visiting Professor
ANADOLU UNIVERSITY. ESKISEHIR
TURKEY

Associate Professor
ALICANTE UNIVERSITY

Associate Professor
VALENCIA POLYTECHNICS

Affiliations

SPANISH COLLEGE OF ARCHITECTS

Selected Projects and Buildings

The Whitmore Food Hub, Prototype Facility, Wahiawa, HI 2017
Third Place Ecologies: Pocket Neighborhood Fabrics for Aging in Community, Freeman, SD 2016
Urban Watershed Management Plan for Little Palarm Creek Sub-Watershed, Conway, AR 2015
Recovery Plans for the Cities of Vilonia and Mayflower, AR 2014-2015
Perot Theatre Restoration and Art Park, Texarkana, TX 2015
Greers Ferry National Garden Park, Cleburne County, AR 2014-present
Buildings:
Institute of Molecular and Celular Biology, in Miguel Hernández University, Alicante, Spain 2007-2010
Rehabilitation of Housing for a Pataphysics family in Burriana, Castellon, Spain 2004-2006
French Elementary, Primary and Secondary School *Lycee Français* in Alicante, Spain 2003-2009
Public Elementary and Primary School in Pinoso, Alicante, Spain 2002-2005
Faculties of Labour Relation and Social Work, and Adjacent Parking Lot,University of Murcia, Spain 2002-2005
Chemical Technology Institute in Alicante University, Alicante, Spain 1996-1997
Housing Block in San Vicente, Alicante, Spain 1993-1996

Selected Presentations and Service

Lecturer: Laurentian University School of Architecture: Sudbury, Ontario, Canada 2016
Lecturer: Peking University College of Architecture and Landscape Architecture: Beijing, China 2016
Speaker: Workshop for Master Landscape Architecture Students ar Peking University: Beijing, China 2016
Speaker: Comprehending Building Symposium, Azrieli School of Architecture and Urbanism: Ottawa 2013
Lecturer: PIT Lecture, Azrieli School of Architecture and Urbanism: Ottawa 2013
Visiting Faculty: Anadolu School of Architecture: Eskisehir, Turkey 2013
Visiting Faculty: Azrieli School of Architecture and Urbanism: Ottawa, Canada 2013
Speaker and Panelist: II Regional Congress of Architects: Murcia 2011
Speaker: International Teaching Network ALFA-AURORA: Havana 2007
Juror: National Competition for apartment building in San Anton Neighborhood: Alicante 2007
Speaker: International Design Studio of Architecture and Urbanism: Barcelona 2004
Juror: National Competition for a new Church Tower in Murla: Alicante 2004
Lecturer: *Lycee Français* Competition: Alicante College of Architects 2000
Lecturer: Thinking about Architecture Seminar: Alicante College of Architects 2006
Lecturer: Own Work, La Coruna School of Architecture: Spain 1995
Lecturer: Own Work, Kingston University School of Architecture: London 1994

Recognitions

1st Prize in the National Ideas Competition for the Extension of the Real Canoe Swimming Club, Madrid, 2010
1st Prize in the National Competition for the Biology Institute in Elche University, Alicante, Spain, 2004
1st Prize Regional Architecture Award for the Social Work School, Murcia University, Spain, 2003
Mies Van Der Rohe European Award Nomination for the Social Work School, Murcia University, Spain
1st Prize in the National Competition for the new Lycée Français d'Alicante, Spain, 2000
1st Prize in the National Competition for Social Work School and parking in the Murcia University, Spain, 1997

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PROJECT TEAM | TEAM RESUMES

Jonathan Alexander Martinez, *Project Designer*
Assoc. AIA

Jonathan Alexander Martinez is a Project Designer at the University of Arkansas Community Design Center (UACDC). He has worked with the center since he was a third year architecture student. In May 2016, upon completion of a Bachelor of Architecture degree, with a minor in General Buisness from the Sam M. Walton College of Business, Jonathan joined the UACDC as a full time staff member. He assists the center in research, design and planning. Jonathan's work on the Little Rock Arts High School has been exhibited at Studio Main in Little Rock, AR. His interest in urbanism began after studying abroad in Mexico; a full immersion into a city with an urban fabric that is unquie to the Americas. Work at the UACDC has provided Jonathan with the opportunity to unite his interests in urbanism and architectural visualtization. Prior to graduation, Jonathan also worked at The Donald W. Reynolds Boys and Girls Club supervising and interacting with youth members in the Fayetteville School District.

Education
Bachelor of Architecture
UNIVERSITY OF ARKANSAS 2016

Professional Experience
UNIVERSITY OF ARKANSAS
COMMUNITY DESIGN CENTER
Fayetteville, AR

Affiliations
Associate AIA
AMERICAN INSTITUTE OF ARCHITECTS

Candidate Member
NATIONAL COUNCIL OF
ARCHITECTURAL REGISTRATION BOARD

Selected Projects
The Whitmore Food Hub, Prototype Facility, Wahiawa, HI 2017
Complete Street Master Plan for Malvern Avenue, Hot Springs, AR 2016
Third Place Ecologies: Pocket Housing Fabrics for Aging in Community, Freeman, SD 2016
Perot Theatre Restoration and Art Park, Texarkana, TX 2015
Urban Watershed Management Plan for Little Palarm Creek Sub-Watershed, Conway, AR 2015
Recovery Plans for the Cities of Vilonia and Mayflower, AR 2014-2015
Greers Ferry National Garden Park, Cleburne County, AR 2014-Present
School Avenue Artscape: Integrating Art, Landscape, and Sustainability, Fayetteville, AR 2013

Exhibitions
Southeastern Conference Applied Art Exhibition, Atlanta, GA, "Texarkana Market and Art Park" 2015

Competitions
Finalist: Comprehensive Studio Competition & Studio Main Exhibition, "Little Rock Arts High School"

Recognitions
National Scholar, Office of Nationally Competitive Awards, University of Arkansas 2016
5th Year Architecture Program Book Award, Fay Jones School of Architecture + Design 2016

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MTG STRATEGIC PARTNERS

Progressive Philosophy, Experience/Expertise, Technological Innovation, Innovative Solutions

FIRM PROFILE

MTG Strategic Partners, LLC (MTG) is a full service HUB Certified civil engineering firm dedicated to fulfilling your needs.

MTG is known for our innovative and progressive philosophy in serving our clients. Our goal is to meet the needs of our clients by providing a broad range of civil engineering services based on a combination of experience, technological innovation, and a process of continuous improvement. Our projects are on time and within budget.

Our involvement and experience in The City of Texarkana Municipal projects brings a wealth of knowledge and expertise in the design of parks, infrastructure and relationships resulting in positive benefits to the success or your project.

The services provided are as diverse as our clients. Listed below are several recent projects and partnerships.

URBAN RENEWAL PROJECTS

Texarkana T-Line

Located in downtown Texarkana, MTG SP Project Engineers worked with the City of Texarkana, TX and surrounding municipalities to help convert an old auto- mobile dealership to the public transportation hub of the region. This station provides offices & parking for staff of the Texarkana MPO and provides for the expansion of the system.

Silvermoon on Broad

MTG SP Project Engineers worked with a local business owner in Texarkana to help convert several deteriorated buildings and sidewalk areas to a downtown focal point. An old building floor slab was converted into a parking lot. MTG teamed with the City of Texarkana, TX to obtain a grant and provided design for brand new pedestrian facilities, lighting and streetscapes.

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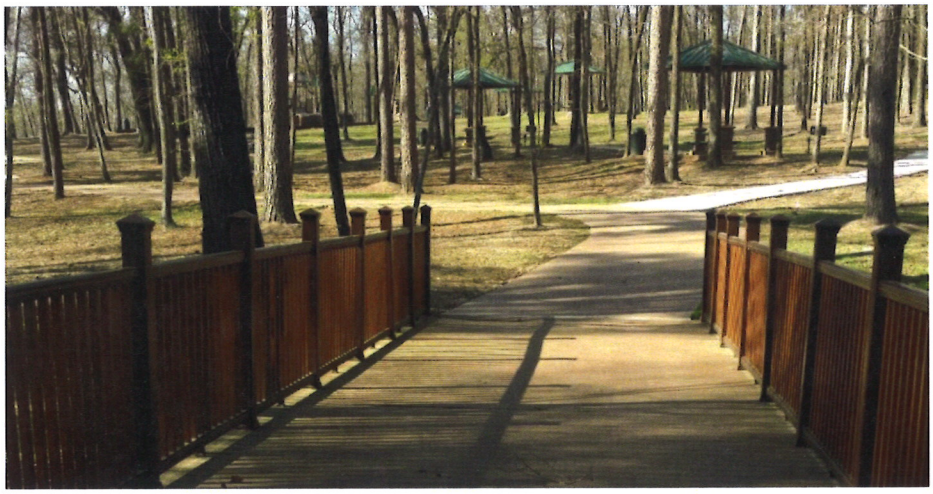
PEDESTRIAN AND PARK FACILITIES



Texas A&M-Texarkana

MTG Strategic Partners worked with the Texas A&M -Texarkana System to turn an old cattle pond into the main campus feature. This beautification project included Master Planning and Designing Pedestrian Trail Facilities, a Lake Side Dock and Amphitheatre, and Roadway Modifications/Extensions. This project connected other MTG projects both constructed and ongoing, including the Intramural Soccer Field, Rec Building, Central Plant Expansion, and the 2017 Academic Building.

Texas A&M- Commerce

Located in the center of the Texas A&M-Commerce Campus, this natural hillside amphitheater and pavilion hold some of the college's major functions and concerts. The amphitheater is fully accessible and worked around signature trees.

Bringle Park Texarkana

MTG SP Project Engineers worked with the City of Texarkana, TX on developing two lake side parks connected by trails. Due to wetlands and trees, MTG created a ✣ Mile Lakeside Elevated Trail System to connect the parks. Pocket Parks, Pocket Pavilions, Play Grounds Restroom Facilities, Floating Lakeside Docks, and Pedestrian Trails make this park one of the most enjoyable spots in the City!

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MTG STRATEGIC PARTNERS

ADDITIONAL RECENT PROJECTS BY MTGSP TEAM MEMBERS:

Roadways for the City of Texarkana, TX
University Avenue
Summer Ridge Drive
Gibson Lane
Pavilion Parkway
Texarkana's First Roundabout
Galleria Oaks

Local Schools
Sullivan Performing Arts Theatre
Texas Middle School
TISD Science and Admin Facility
TISD Grim Stadium
TISD Athletic/Multipurpose Complex
TISD Morris Elementary
PGISD New Gym and Multi-Purpose Facility
PGISD Intermediate School
PGISD Football Stadium
LEISD High School Campus Expansion
LEISD Kindergarten Campus

Texas A&M-Texarkana
Dormitory and Road Design
Amphitheatre Design
Athletic Complex Master Plan
Infrastructure Improvements
Bringle Lake Village Dr. Exten.
Soccer Field Design
Central Plant Expansion
Multi-Purpose Building 2016

Texarkana College
Texarkana College Campus at TexAmericas Center

REFERENCES

Mr. David Orr
City Planner
City of Texarkana, TX
903-798-3902

Mr. James Scogin
Vice President Finance and Administration
Texas A&M-Texarkana
903-223-3110

Mr. Dustin Henslee
Public Works Director
City of Texarkana, TX
903-798-3953

Mr. Terry Goen
Associate Director of Facilities
Texas A&M-Commerce
903-513-0372

Mr. Myron Stringer
Director of Maintenance & Construction
Texarkana ISD
903-794-7191

Mr. James Henry Russell
President
Texarkana College
903-832-5565

MTG is a HUB Certified registered Texas consulting engineering. We have participated on many Main Street projects. Our engineers are pre-certified with state agencies for transportation, road and pedestrian facilities. We are familiar with local, state and federal funding requirements.

Kayla R. Wood, P.E.
President
kwood@mtgengineers.com

Daniel J. Boyles, P.E.
Principal
dboyles@mtgengineers.com

David A. Williams, P.E.
Principal
dwilliams@mtgengineers.com

Robert H. Murray, P.E.
Principal
rhmurray@mtgengineers.com

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KAYLA R. WOOD, P.E.

President

Education
Bachelor of Science, Engineering, 2005
Cum Laude
Texas A&M University

Registration
Texas: #104859
Arkansas: #14543

Background and Experience

Mrs. Wood has over 10 years of project management and design experience. In this capacity, projects have included Master Planning and Development, Civil Site/Grading Design, Utility Systems, Roadway Design, Residential Subdivision Projects, Availability/Cost of Design Options, and Drainage Impact Studies.

Mrs. Wood has been the project engineer for various projects for the City of Texarkana, TX since 2009. She has worked integrally with the city staff and teams for infrastructure improvements and city enhancements. Mrs. Wood values her relationship with the city staff.

Recent City of Texarkana, TX Projects

Bringle Lake Park (2012) - Project Manager and Design Engineer for the 2 parks on Bringle Lake. This project included ✣ Mile Lakeside Elevated Trail System to connect the parks. Pocket Parks, Pocket Pavilions, Play Grounds, Restroom Facilities, Floating Lakeside Docks and Pedestrian Trails were just some of the design features of this park project.

Texarkana Convention Center - Project Manager and Design Engineer for the Texarkana Convention Center. This was a private-public partnership with the City of Texarkana and Local Hotel Developer. This project included civil construction plans for this hotel and convention center site, along with the relocation of an adjacent creek, beautification and wetland mitigation.

Street Construction Projects - Project Manager and Design Engineer for 6 street projects for the City of Texarkana, TX. These separate street projects total nearly 3 miles of street improvements projects performed in the last 5 years, and include street design, master planning, drainage and utility improvements and regional detention facilities.

University Overlay District - Project Team member for the University Overlay District. Met with several city staff members over project area and design restrictions. Attended key meetings over the course of 2 years. The University Overlay District is now an acknowledged zoning district for the City of Texarkana, TX.

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flintlock
ARCHITECTURE & LANDSCAPE

FIRM PROFILE

Flintlock Architecture & Landscape is a multidisciplinary firm based in Fayetteville, Arkansas, founded by licensed architect + licensed landscape architect Allison Thurmond Quinlan. Allison has experience on multiple award-winning low impact development projects, holds a Bachelor of Architecture from the University of Oklahoma, and received a Master of Landscape Architecture from Virginia Tech. She worked as the staff Landscape Architect for the University of Arkansas Community Design Center prior to opening her own shop, contributing to projects including the Little Rock Creative Corridor, Fayetteville 2030: Food City Scenario Plan, Building Neighborhoods that Build Social and Economic Prosperity: Kigali, Rwanda, and the Conway Urban Watershed Framework Plan. The Little Rock Creative Corridor project was a successful example of a National Endowment for the Arts grant project led by the UACDC and Marlon Blackwell Architects. Allison served as landscape architect with the UACDC and has since presented the project as a case study with Mayor Stodola at the American Society of Landscape Architects conference.

In addition to a private practice focused on downtown mixed-use and civic projects in Arkansas, Oklahoma, and Missouri, Allison serves as President of the Arkansas Chapter of the ASLA, on the board of non-profit Partners for Better Housing, as a member of the City of Fayetteville Planning Commission, on the City of Fayetteville Construction Board of Appeals, and teaches Landscape Architecture Construction IV at the University of Arkansas's Fay Jones School of Architecture + Design (focusing on urban hydrology and low impact development). This varied professional, non-profit development, and civic experience has given Allison an appreciation for the complexity of achieving success in public projects. It has also provided her with a sensitivity to the political challenges, budgetary limitations, and citizen engagement needs of civic projects in mid-sized cities.

As a firm, Flintlock thrives on cooperative projects—bringing together owners, contractors, and professionals in a collaborative atmosphere of knowledge, needs, and efforts. We firmly believe that each player in the project has importance and requires specific attention and collaboration. We bring a deep understanding of construction results to a designed project that is both constructible and has significant value, including detailing for maximum impact from minimal investment with easily sourced, local materials. Our attention to (and discussions with) maintenance staff results in a project that is easy to maintain, is durable, and ages well. For example, elegant trench drains that are wide enough to be cleaned easily with a simple square-point shovel and planting plans designed for clarity of weeding are details that ensure long-term performance and resiliency. Attention to setting realistic design schedules, meeting project budgets, and interfacing successfully with city officials and city staff make us a team the City can count on.

Our guiding principles are rooted in professional integrity, creative problem solving, environmental sensitivity, and technical knowledge. Flintlock's work constantly and consistently strives to explore creative opportunities in every project, and to find beautiful, functional solutions. Our design process combines knowledge of history and tradition with fluency in contemporary technologies and construction techniques. Flintlock Ltd Co is a Limited Liability Company organized in the State of Arkansas in 2015. We carry professional liability insurance in the amount of $250,000 per claim, $500,000 per aggregate. Worker's Compensation insurance is provided with a $100,000 accident limit, $500,000 disease limit.

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ALLISON THURMOND QUINLAN, AIA RLA LEED AP

Landscape Architect

EDUCATION

2010 Virginia Polytechnic Institute and State University
Masters of Landscape Architecture, post-professional degree

2008 University of Oklahoma College of Architecture
Bachelor of Architecture, first professional degree with high honors

SIGNIFICANT Projects + awards

2017 **Thrive Argenta,** low impact development streetscape and site design for a 4 acre mixed-use multifamily project adjacent to Main Street in North Little Rock, AR.

2016 **Thrive Jenks**, native pollinator-focused landscape architecture for downtown multi-family housing.

2016 **South Street Cottages,** design and development of 18 small, vernacular single family homes on a 1.5 acre urban infill site four blocks from the downtown Square. Fayetteville, AR

2015 **Lightbearer's Ministry Multi Family Housing**
3 acre Low Impact Development site design, planting design, and storm water system design

2015 **Broadway Square Park**, 3 acre downtown phased park, Elk City, OK

2013 **Fayetteville Food City 2030**, urban agriculture model for Fayetteville, AR (with UACDC)
American Institute of Architects Honor Award, American Society of Landscape Architects National Design Award, Award of Merit, 2014 Congress for New Urbanism Charter Awards

2013 **Public Housing**, public housing and urban agriculture, Kigali, Rwanda
Grand Prize, 2013 Congress for New Urbanism Charter Awards

2013 **Little Rock Creative Corridor**, re-development plans for Little Rock's Main Street (with UACDC)
American Architecture Award, Merit Award Arkansas Chapter, American Society of Landscape Architects

2012 **Half Street**, two block curb-less Low Impact Development streetscape design, Washington, DC
Merit Award, American Society of Landscape Architects, Potomac Chapter, Merit Award American Institute of Architects, Washington DC Chapter

2012 **10th St Flats**, Low Impact Development streetscape, roof garden, and courtyards, Arlington, VA

2010 **The Darcy / The Flats**, 900,000 SF multiuse high-rise, Bethesda, MD

2009 **Choksi Residence**, renovation of former Afghan Embassy, Washington DC

2008 **Abu Dhabi Airport**, airport master plan update, Abu Dhabi, UAE

2006 **Dulles Airport**, renovation and equipment/process upgrade, Washington DC

2005 **Beaumont Park**, equine sports venue and training facilities St Kitts, West Indies

PROFESSIONAL REGISTRATIONS & AFFILIATIONS

2016 - President, American Society of Landscape Architects Arkansas Chapter(Board Member 2012 - present)

2016 - City of Fayetteville Planning Commissioner

2016 - Partners For Better Housing Board Member

2015 - Registered Landscape Architect, State of Arkansas No 9052

2015 - Registered Architect, State of Arkansas No 9034

2013 - Registered Architect, Commonwealth of Virginia No. 0401015599

2007 - U.S. Green Building Council, LEED Accredited Professional

2015 - American Society of Landscape Architects, Central States Conference Executive Chair

2015 - City of Fayetteville Construction Board of Adjustments Appointed Member

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flintlock
ARCHITECTURE & LANDSCAPE

HALF STREET
WASHINGTON, D.C.

The 600' long streetscape of Half Street stretches between Navy Yard Metro Station and the main entrance to the new, and wildly popular, Washington Nationals Ballpark. It was designed, detailed, and taken through Washington DC's municipal approval process, including resolution of maintenance plans for non-typical street materials with the DC DOT. Designed to integrate low-impact development principles with highly traditional, durable materials—cobblestones and granite—Half Street is a modern, vibrant, curb-less street that can be closed for street festivals and events during baseball games. City approvals and developer/tenant coordination were extensive. Allison served as contributing landscape architect for Half Street's design while an employee of Landscape Architecture Bureau in Washington DC. All work shown is her own design and production, but drawing credits belong to LAB.

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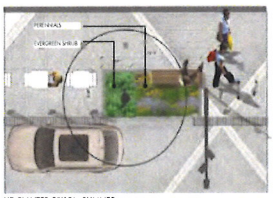
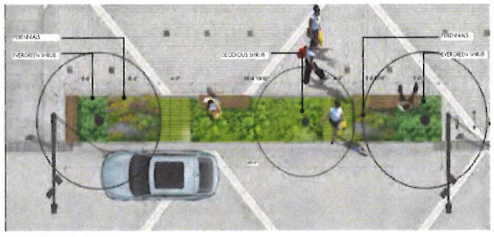
Planting design to meet the unique needs of Low Impact Development planters requires both drought and flood tolerance, salt tolerance, and year round interest.

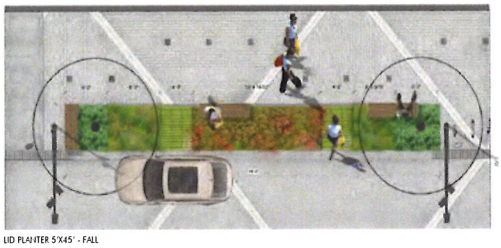


LID PLANTER 5'X12' - SUMMER

LID PLANTER 5'X12' - FALL



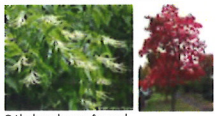
LID PLANTER 5'X45' - SUMMER



LID PLANTER 5'X45' - FALL

TREES:

Ulmus americana 'Liberatus' - Liberty American Elm Ulmus americana 'Princeton' - Princeton American Elm



Oxidendrum arboreum - Sourwood

EVERGREEN LOW SHRUBS

Ilex glabra 'Densa' - Dwarf Inkberry

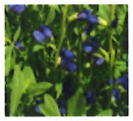
Nandina domestica - Heavenly Bamboo

DECIDIOUS SMALL SHRUBS

Rhus aromatica 'Gro Low' - Sumac

Clethra alnifolia ' Hummingbird' - Summersweet

HERBACEOUS PLANTS



Baptisia Australis - Wild Indigo

Lobelia Cardinalis - Cardinal Flower

Carex elata - Carex

Echinacea Purpurea - Coneflower

Rudbeckia Hirta - Black Eyed Susan

Panicum virgatum -Bluestem

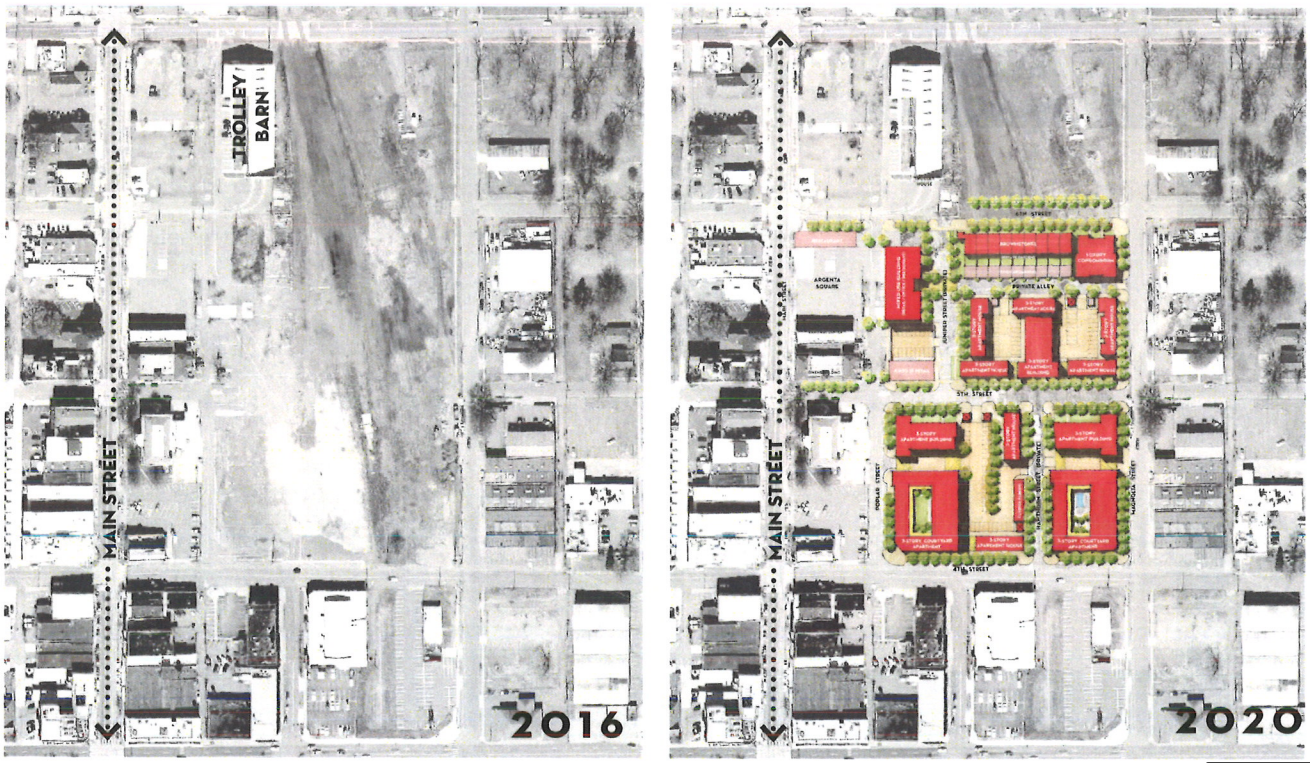
flintlock
ARCHITECTURE & LANDSCAPE

ARGENTA ARTS DISTRICT

NORTH LITTLE ROCK, AR

A city built connecting rail and riverboat terminals, more than half the land in downtown Argenta was dedicated to rail yards. The removal of those rail yards in the last decade have opened up around sixteen acres of prime downtown land for redevelopment. The sale of the land to several private developers is funding the construction of a new city square in the Argenta Arts District, facing Main Street and the active Rock Region Trolley line, which allows new residents to commute to downtown Little Rock via trolley. Phase 1 of the project, consisting of the southern-most 4 acres of land, is nearing completion of construction documents and will be under construction in the summer of 2017.

Sitting only a few feet above the top banks of the Arkansas River, the project incorporates large, shallow low impact development swales between new streets and sidewalks that work in conjunction with entirely permeable parking lots and underground detention to handle a five year storm entirely on site. The coordinated design met stringent cost needs with off-the-shelf parts and a focus on long-term maintenance and performance. Flintlock Ltd Co led site design and the engineering, grading, and landscape architecture of the Phase 1 site for a private developer. Funding the new street, LID features, and sidewalk construction is a private/public cost share, requiring high levels of coordination and approval of all elements and dimensions with all city departments and the private development, finance and construction teams. Six species of native street trees will be installed with a minimum of 300 CF of soil per tree and a focus on creating urban bird and pollinator habitat.



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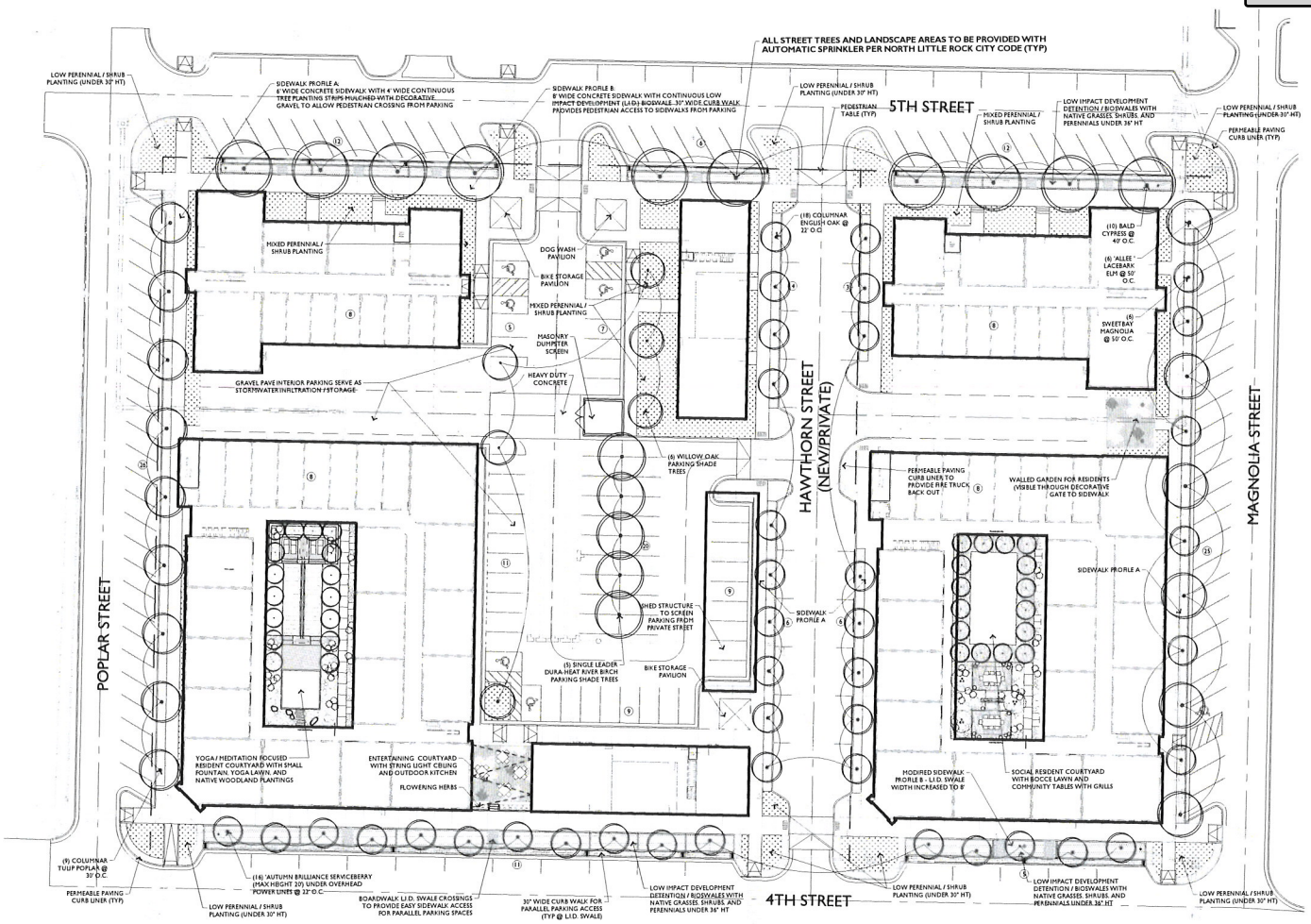

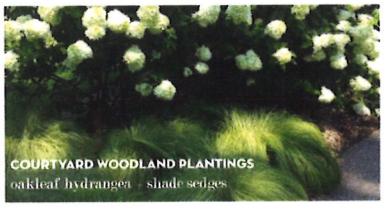

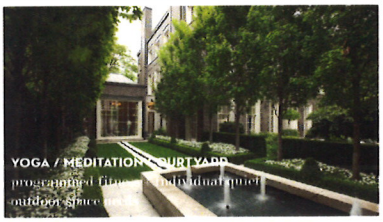

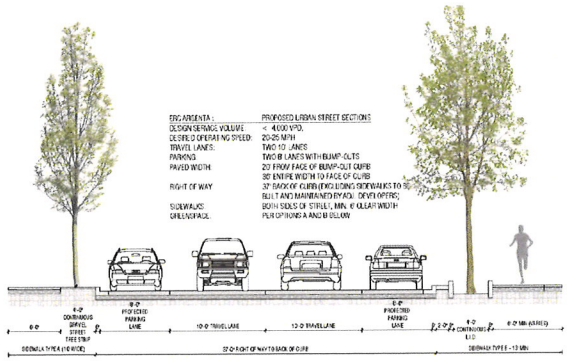

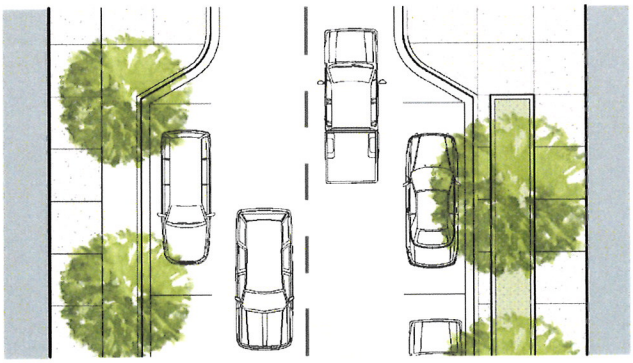

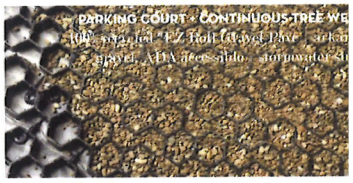

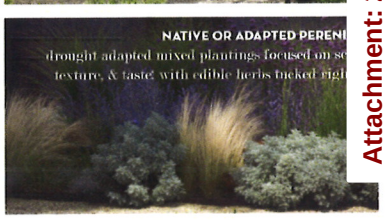

1957 ERC BUILDING CO.
flintlock ARCHITECTURE & LANDSCAPE

THRIVE ARGENTA LANDSCAPE CONCEPTS

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FIRM PROFILE

RLG Consulting Engineers, is a privately held Dallas, Texas based Civil Engineering, Structural Engineering, Forensic Repair and Strengthening & Surveying corporation that offers professional engineering design and planning services to public and private clients throughout the United States. Founded in 1953 by Raymond L. Goodson Jr., the corporation has maintained steady and consistent growth from an initial four employees to having three offices serving clients nationally.

THE LAMPLIGHTER SCHOOL
MARLON BLACKWELL ARCHITECTS

THE LAMPLIGHTER SCHOOL
MARLON BLACKWELL ARCHITECTS

DAVID M. GOODSON, PE, SECB

President and CEO

Mr. Goodson founded the Structural Engineering department at RLG in 1981 based on a philosophy of using experience and talent to provide practical and efficient structures with an emphasis on personal service.

Using experience and practical analysis early in the design of projects has led to long lasting client relationships. The combination of excellence in design, clear communication, practical and constructible solutions, and easily read construction documents has resulted in multi-decade long relationships with architects, contractors, and owners. His talents and skills have been recognized with awards for design excellence from the AIA, AISC, American Subcontractors Association and PSA Architects.

Our profession is constantly evolving with new technology and new code requirements. The structural department, led by Mr. Goodson, has taken the lead in many of these changes including the incorporation of BIM technology and LEED. Mr. Goodson's consulting on the Shangri La Botanical Garden and Nature Center contributed to the first LEED Platinum for New Construction Project in the state of Texas.

Noteworthy projects performed under Mr. Goodson's leadership:

Dallas Farmer's Market, Shed 2; Visitor Center - Dallas, TX

Shangri La Botanical Garden and Nature Center - Orange, TX

First LEED Platinum Project for New Construction in the State of Texas Winner 2009 Top Ten Green Projects Award by the National AIA Committee on the Environment

Great Wolf Lodge Resort and Conference Center - Grapevine, TX

Award Nominee for the 2009 Topping Out Awards and Award Nominee for Outstanding Project - 2007 by the American Subcontractors Association.

Greenhill School - Dallas, TX

The Westin DFW Airport - Irving, TX

Wyndham Park Central - Dallas, TX

Park Cities YMCA - Dallas, TX

Mirador Senior Living - Corpus Christi, TX

CC Young, The Pavillions - Dallas, TX

EDUCATION
Master of Civil Engineering (Structures) University of Houston, 1979

Bachelor of Science, Civil Engineering Cornell University, 1976

REGISTRATIONS
Texas, Alabama, Arkansas, California, Colorado, Delaware, District of Columbia, Florida, Georgia, Indiana, Kansas, Kentucky, Louisiana, Maryland, Minnesota, Mississippi, Nebraska, New Jersey, New Mexico, New York, North Carolina, Ohio, Oklahoma, Oregon, South Carolina, Tennessee, Virginia, Washington State

CERTIFICATIONS
Structural Engineers Certification Board

PROFESSIONAL ACTIVITIES
Structural Engineer's Association of Texas State and NCTx Chapter President 1988 NCTx Chapter Board of Directors 90-'92

NCTx Chapter Committee on Professional Practice

National Council of Structural Engineers Associations

American Society of Civil Engineers

State Chapter Structures Committee Chair American Council of Engineering Companies

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RWB
Consulting Engineers

FIRM PROFILE

Reed, Wells, Benson & Company was established in 1986, with the resolve to provide the highest quality of professional planning and design services to architects, facility owners, developers, and tenants. We specialize in the engineering of mechanical, electrical, plumbing and fire protection systems for a variety of facilities, including municipal, medical, corporate offices, data and communications facilities, airline/aircraft facilities, educational institutions, commercial, worship, retail and correctional facilities.

Our goal is to deliver system designs that meet the current and long-term goals of our clients.

ON-TIME, & ON-SPEC: We provide planning for Mechanical and Electrical Systems to meet design and construction schedules, as well as, all design and operating specifications.

PROFICIENCY: Efficiency and timeliness in producing plans and specifications are enhanced by the design capabilities of our highly trained and experienced personnel and by use of advanced design software for building systems design (AutoCAD, Revit).

RELIABILITY: Our systems' designs emphasize reliable and efficient operation and ease of maintenance.

COST-EFFECTIVENESS AND EFFICIENCY: We propose systems which are highly efficient over the life of the facility, that represent the highest value for the owner's initial investment, and are intentionally efficient over the life of the facility.

The personal involvement of the principals and associates in the programming, design, construction, and acceptance of all projects has been essential to our record of success and significant repeat clients. This will continue to be a primary commitment of Reed, Wells, Benson and Company, which assures that, along with meeting our clients' goals, we will achieve our own:

Repeat Business with Satisfied Clients

Services:

Heating, Ventilation and Air Conditioning Systems (HVAC)

Energy Management and Control Systems

Electrical Building Systems (Power Distribution and Lighting Systems)

Power Quality Tests and Diagnosis

UPS Systems and Standby Generating Systems

Fire Alarm Systems

Plumbing Systems

Fire Protection Systems

Medical Systems (Med. Gases, Nurse Call, Water Treatment)

Building Systems Analysis/Review and Optimization

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NATHAN P. HART, P.E.

Principal

Nathan Hart is a Principal of the company and his responsibilities include project and personnel management, design of heating, ventilating and air conditioning systems; production of contract documents and specifications; preparation of cost estimates; and performing computerized energy analysis for determining the optimum life-cycle operating costs of systems and energy comparison for LEED and other design standards. He also coordinates work with clients, suppliers, and contractors, monitors construction progress, to include verifying that submittals, shop drawings, and installations are in compliance with Construction Documents requirements; and verifies compliance of design criteria with building codes. He is the engineer of record on a number of LEED certified and geothermal design projects, including a Net-Zero Energy use LEED Platinum higher education facility.

His design experience includes such projects as municipal and local government facilities; data processing facilities; telecommunications facilities; healthcare facilities; manufacturing facilities; religious facilities; office buildings; and university, secondary and primary educational facilities.

Nathan holds a Bachelor's Degree in Mechanical Engineering from Cedarville University. He joined RWB in 2002, became an Associate in 2008 and a Principal in 2012. He is a past President of the Dallas Chapter of ASHRAE, and a past Regional Vice Chair for ASHRAE

Nathan is a licensed engineer in the State of Texas, license number 93906.

THE LAMPLIGHTER SCHOOL
MARLON BLACKWELL ARCHITECTS

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essential light
design studio

FIRM PROFILE

Founded in 2005, Essential Light Design Studio is dedicated to the design and integration of both natural and electrical lighting to complement and enhance architecture. Consideration is always given to how the space will be used and how the distribution of light will effect human perception, productivity and health.

Essential Light's approach to each project is participatory and interactive. A partnership with the architect, design team, and the construction team is vital to the success of the lighting design and installation within the project. We pride ourselves on our availability and accessibility to the client, ability to present creative approaches to unique design challenges, and desire to work with the construction crew to resolve conflict and achieve a coordinated installation.

Essential Light is able to take the lighting design for your project from conceptual design through construction documents, assist with the construction administration of the lighting-related elements and the aiming and adjustment of the final lighting installation.

Comprehension of architectural spaces is critical to the success and the enhancement of the architecture through lighting. With a background in architecture, interior design, theatrical lighting, manufacturing and utility based energy efficiency, Essential Light is especially suited to architecturally complex projects.

Essential Light Design Studio's main office is located in Dallas, TX at 3027 Clover Street, Dallas, TX 75226. We have a staff of three full time senior lighting designers and one part-time lighting designer. Essential Light also has an office in New York City at 90 Broad Street, Suite 1803, New York, NY 10004. There we have a staff of one full time lighting designer and one part-time junior lighting designer.

Essential Light Design Studio, LLC is woman-owned, WBE Certified and State of Texas HUB certified, certificate/VID number: 1470960730400.

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JILL D. KLORES, LC, IALD, IESNA, LEED AP BD+C

Essential Light Design Studio, LLC Partner	8/05 to present
2clighting, Dallas, Texas Senior Designer	2/01 to 8/05
Roeder Design, Dallas, Texas (subsidiary of Pacific Lightworks) Senior Designer	2/99 to 1/01
Pacific Lightworks Canada, Vancouver, British Columbia Canadian Office Manager	1/98 to 1/99
British Columbia Hydro, Vancouver, British Columbia Architectural Lighting Energy Consultant	3/93 to 12/97
Ledalite Architectural Products, Inc., Vancouver, British Columbia Applications Manager	12/90 to 3/93

AWARDS

Cook Children's Hospital, North Tower and Dodson Clinics, Park Place Lexus Plano, Cityplace Urban Parks, Fort Worth Museum of Science and History, Tarrant Regional Water District, Art House Residence, Fort Worth Country Day School, Arts Building, Old Parkland Corporate and Historic Renovation, Great Wolf Lodge, Shady Oaks Country Club, Belo Pavilion Conference Facility

EDUCATION

University of British Columbia, Vancouver, BC – Theatrical Lighting	9/96 to 9/97
University of Colorado at Boulder, Boulder, CO – Environmental Design Bachelor of Environmental Design (BENVD), Minor in Illumination Engineering, Dean's Scholar and GPA Award Scholar	9/86 to 5/90
Brandeis University, Waltham, MA – Physics Major	9/85 to 12/85

PROFESSIONAL AFFILIATIONS

LEED AP, BD+C – GBCI & USGBC affiliated, Leadership in Energy and Environmental Design IALD – International Association of Lighting Designers – Professional Member
NCQLP – National Council of Qualifications for the Lighting Professions – LC Certified IESNA – Illumination Engineering Society of North America, Board of Managers

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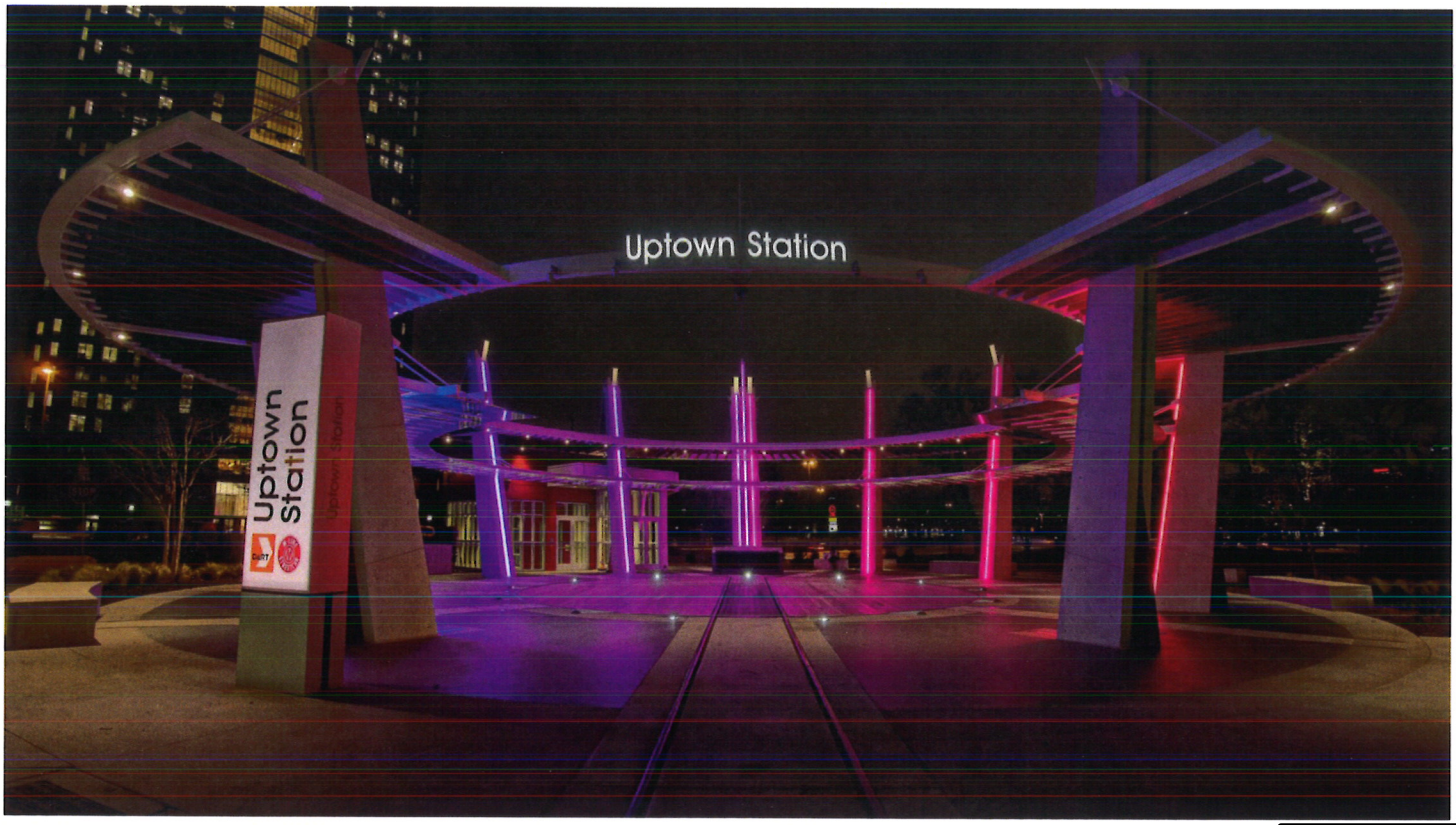
essential light
design studio

CITYPLACE STATION SQUARE AND URBAN PARKS

DALLAS, TX
2012

Cityplace Station Square and Urban Parks consists of a trolley turnaround station with physical connection to DART rail station below, a sitting park with Cliff Garten sculpture, and a plaza with bowl fountain. The purpose is for pedestrians to interact and stay awhile.



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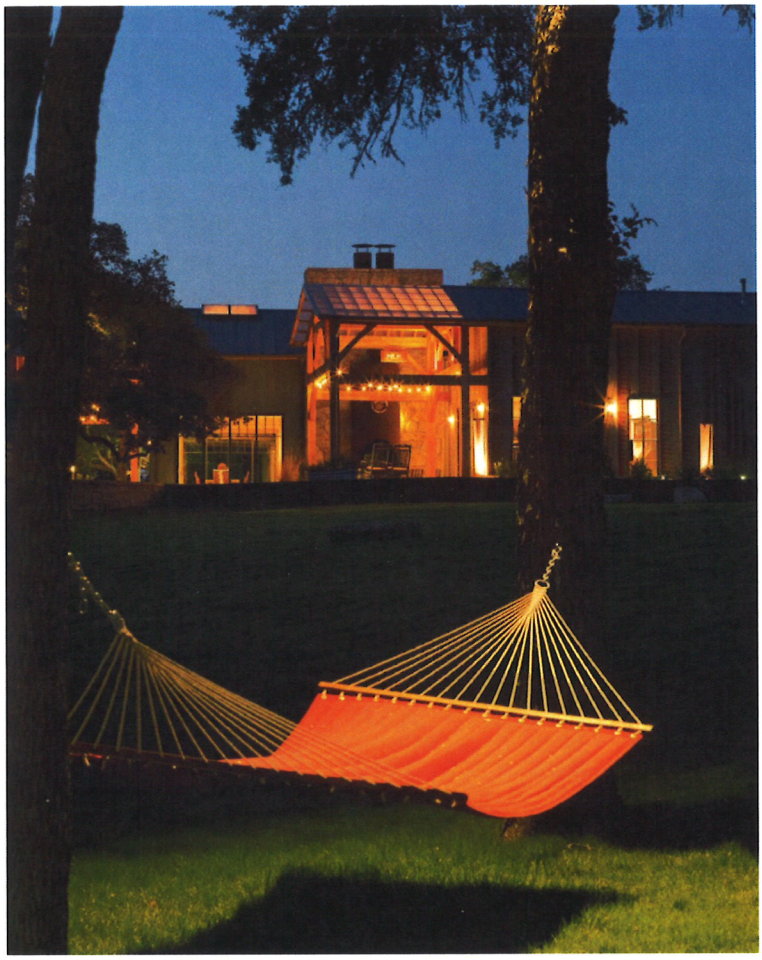
PROJECT PROFILE

SEALE PROPERTY DEVELOPMENT

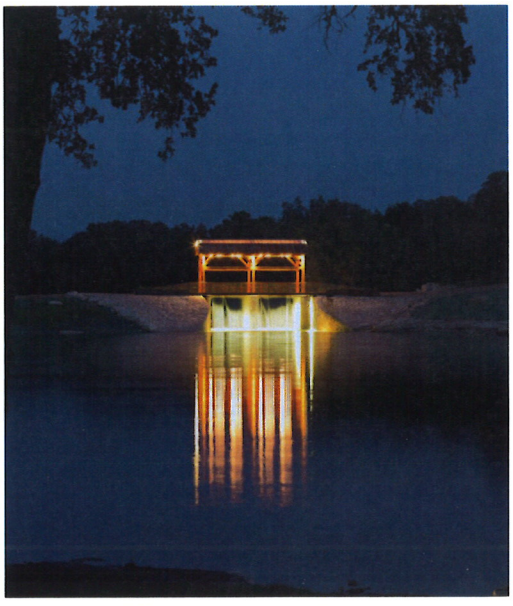
DRIPPING SPRINGS, TX
2014



On the property of Hank Seale, a retreat was developed for use by his company, located in Austin, TX, and his family. A barn to host large gatherings and an activity lawn that encompasses a large seating area, play area, hammock grove, fire pit, and bridge crossing to the adjacent lake. Above is the "before" condition.

Also on the site is a large live oak tree with a treehouse (seen in previous condition photo.) This has been lit for tree house use at night, but the special feature is the carving underneath the treehouse that is the marriage proposal by Mr. Seale a number of years ago.

Activity lawn perimeter, with overlook to lake. To allow the lawn to remain open for seating or a play field, lighting is placed only around the perimeter using high mounted softly glowing lanterns atop peanut shakers with small wide distribution LED uplights at the base.



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Roland, Woolworth & Associates, LLC
Consultants in Acoustics & Integrated AV Systems

356 CR 102
Oxford, MS 38655
662.513.0665

SELECTED PROJECT LIST

RWA has extensive experience in outdoor sound and design of outdoor spaces for audio visual applications; the following list highlights a variety of project types and a depth of understanding of outdoor sound.

Oxford Pavilion, Oxford, MS (Acoustics and AV) outdoor pavilion (metal roof) made from converted armory. Home to farmer's market, art market, and outdoor events. Sound system used for communication and light live music, utilizes outdoor all weather loudspeakers.

French Market Cafe, New Orleans, LA. Acoustical (sound abatement) and sound system design for light entertainment (jazz combos) for french market restaurant: roofed structure with open sides.

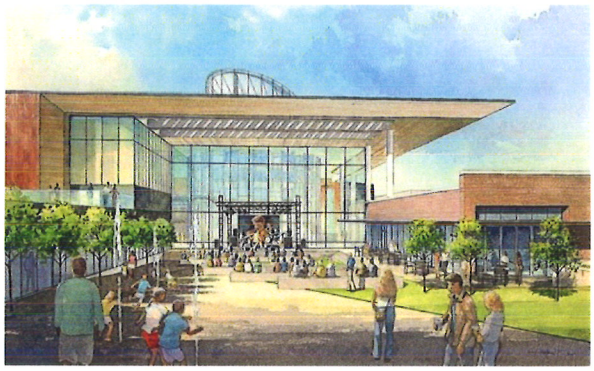
Amphitheater for Mississippi Music and Arts and Entertainment Experience Meridian MS (under construction, acoustics and AV) outdoor amphitheater (capacity 1000) used for events at the MAEEx that utilizes the building for partial barriers to block external (train and road noise) and reduce impact on neighboring businesses. Dedicated outdoor sound system is included. The project also includes all AV and acoustics for an interactive indoor museum experience.

Universal Studios Hollywood (CA) City Walk. Comprehensive design of AV infrastructure, display mapping and coordination of advanced integrated systems.

Purdue University Baseball, Softball and Soccer facilities. Design of infrastructure, integrated AV systems and related coordination. Includes stadiums, fields, concourse pavilions and back of house areas.

ET Adventure, Universal Studios, Hollywood CA. Design of advanced AV systems and related infrastructure for combined indoor and outdoor queue lines, retail pavilion and supporting spaces.

Bywater Hostel, New Orleans, LA (under construction) Outdoor entertainment area acoustical abatement study and design for new construction in residential neighborhood.



MAEEx

FRENCH MARKET CAFE

FANEUIL HALL MARKETPLACE

In conjunction with One Systems:

Outdoor Amphitheater, Haluk, Turkey. Sound system/acoustic modeling for 3000 seat outdoor amphitheater. Commonwealth

Stadium, Lexington, KY, Sound system/acoustic modeling for 68,000 seat open air stadium (University of Kentucky).

Faneuil Hall Marketplace, Boston, MA, Sound system/acoustic modeling for public corridor outdoor market, utilized for background music, announcements and emergency communications.

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DESCRIPTION

RWA is an architectural acoustics and AV/technology consulting firm providing services including project design consulting (program development to construction administration), feasibility investigations, audio visual design, field and in house acoustical testing, forensics, environmental impact statements, industrial noise control, education, and research. The firm has a wealth of experience in restoration and re-purposing of historic structures throughout Mississippi, Louisiana, and the Southeast. The Principals Will Roland and David Woolworth have been working together for over 10 years together and have combined experience of over 60 years.

RESOURCES

RWA is a 3 person firm, and owns all of its design and testing equipment. We are a member firm of the National Council of Acoustical Consultants, which provides access to additional resources, including manpower and information. We also have access to testing facilities and student workers at National Center for Physical Acoustics at the University of Mississippi.

Advantages RWA brings to the client:

Utilizing building layout planning to improve acoustic functionality, comfort of the end user, and minimize materials use.

Utilizing standard building materials and simple constructions to meet building requirements related to noise isolation.

Improved building quality and post occupancy satisfaction.

Prevention of post construction corrections related to complaints or government codes.

Control of noise impact from mechanical systems on the occupants and surrounding community.

Extensive experience in retrofitting, re-purposing, and restoration of existing buildings.

Extensive experience in Louisiana and Mississippi specific construction for building envelopes.

Complete AV design documents to ensure (1) quality control and (2) competitive bidding.

AV and technology design to meet user design criteria, including testing and commissioning.

Fully integrated design in acoustics and AV with other disciplines, reducing costs while optimizing performance and functionality for communication, privacy, productivity and safety.

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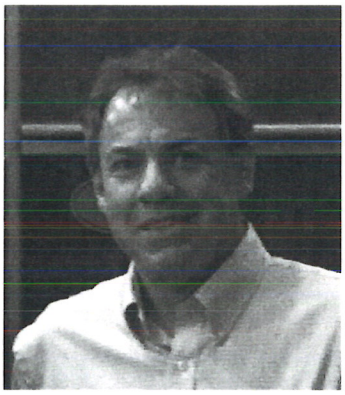
acoustics + technology

Roland, Woolworth & Associates, LLC
Consultants in Acoustics & Integrated AV Systems

356 CR 102
Oxford, MS 38655
662.513.0665



WILLIAM R. ROLAND

Principal
wroland@rwaconsultants.net

Mr. Roland has an extremely diverse background that makes him the textbook example of "industry veteran". With well over 35 years of direct industry experience, Mr. Roland brings a unique, versatile background that extends across multiple disciplines.

Mr. Roland's primary work experience is based in the Los Angeles market, where he began a focused regiment of work experience at the highest levels. As a consultant, designer and systems integration engineer, Mr. Roland worked extensively with projects in performing arts, theme parks, museums, libraries, municipal facilities, hotels, resort casinos, sports facilities, worship and presentation.

Mr. Roland also has an extensive background in engineered audio systems, being on the ground floor of a major industry shift to Digital Signal Processing technology. Mr. Roland became an integral part a product development team that forever changed the professional & commercial audio industry.

Mr. Roland is the product of mentoring by several, world-class industry veterans where specific, project-focused guidance provided in-depth experience in architectural acoustics, electro-acoustics and advanced systems integration. Additional education, with diverse coursework and auditing at Bakersfield College (California), the Cleveland Institute of Electronics (Ohio) and California State University adds to an already heavily experienced background. Coursework includes mathematics, electronics, business, music theory, jazz composition, jazz arranging, jazz performance and ear training. Continuing education and extensive self-study in architectural acoustics, AV technology, information technology and electronics over the last 25 years contribute to an extremely diverse and comprehensive background.

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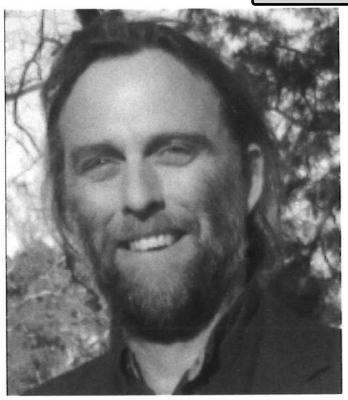

DAVID S WOOLWORTH

Principal
dwoolworth@rwaconsultants.net

David Woolworth has been performing consulting, education, and research in acoustics and noise control since 1987. He is an instructor for continuing education for professional architects in the field of acoustics and noise control in the Southeast, and is active in the ASA-TCAA and TCN on classroom acoustics standards and acoustics research. Annually he is a guest lecturer and mentor at Mississippi State University and Louisiana State University School of Architecture for the topics of architectural acoustics and noise control, and annually at the University of Mississippi in audiology and is an advisor for physics graduate students' independent study topics in architectural acoustics.

Mr. Woolworth has been working in design and research of performance halls and musical instruments for over 25 years, and has been performing on the double bass for over 35 years in many genres, including playing 10 years professionally. His approach to design and analysis of music halls utilizes a combination of experience as a scientist and musician, and he specializes in historical architecture renovation, restoration, and re-purposing. Mr. Woolworth has worked as principal in the design or restoration of over 60 music halls and historical buildings.

Mr. Woolworth has also served as a professor of physics at the University of Mississippi and conducted government research at the National Center for Physical Acoustics from 1994 to 2006 in the following areas: High Intensity Focused Ultrasound transducer development and testing for medical applications, Schlieren imaging and Particle Image Velocimetry for sound fields, Resonant Ultrasound Spectroscopy, sound isolation and transmission for naval vessels, and non-linear resonant cavities. His current research involves low frequency noise in communities, soundscape methods, and education in acoustics. He has produced over 35 publications, seminars, and presentations to technical societies.

EDUCATION

University of Mississippi, M.A. Physics, 2000
Specialization in acoustics

Rensselear Polytechnic Institute, BSME 1991
Specialization in architectural and musical acoustics and vibrations

University of Hartford/Hartt School of Music, 1988
Acoustic Engineering and Classical Music Performance

AFFILIATIONS

National Council of Acoustical Consultants

Acoustical Society of America (ASA) ASA Technical Committee on Architectural Acoustics

ASA Technical Committee on Noise
Public Policy for Wind Turbines

Acoustical Society of America
Mid-South Chapter

Institute of Noise Control Engineering Community Noise Working Group WG41 (ANSI S12.9)

Outdoor Sound Measurement Working Group WG27 (ANSI S12.18)

Robert Newman Foundation
Co-chair of annual Student Design Competition

New Orleans Musicians' Assistance Foundation
National Advisory Board for NOMAF Safe Sounds

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PETERS & ASSOCIATES
ENGINEERS, INC.

SPECIALIZED EXPERIENCE AND TECHNICAL COMPETENCE FOR REQUIRED WORK

Peters & Associates Engineers, Incorporated is a small firm, uniquely qualified with extensive experience in a variety of engineering projects. The Firm offers several distinct characteristics:

Peters & Associates is an Arkansas Corporation with its office in Little Rock since 1982; a proven commitment to continue to provide professional engineering services to public and private sector clients.

Our small staff necessitates direct involvement of principals in all aspects of the work and provides direct communications and close coordination.

Peters & Associates is a recognized expert in the area of traffic engineering that has provided professional traffic engineering services for many private and public sector clients.

The President and principal engineer is a registered professional engineer in the State of Arkansas.

Peters & Associates Engineers, Inc. is a Corporation; an organization dedicated to the study and solution of traffic safety and civil engineering problems. Considerable practical experience has been gained in many phases of transportation and civil engineering with substantial experience being gained while employed by cities, counties and state agencies. This direct practical experience with governmental units, together with relevant professional consulting engineering experience, is judged to be invaluable in working both with public and private sector clients.

Experience gained as consulting engineers includes work with school districts, city, state, county, and the Federal government as well as select private sector clients. Peters & Associates Engineers, Inc. feels that this varied experience record allows the Firm to bring special expertise and judgment to projects undertaken. Mr. Peters alone has thirty-eight years of experience, over thirty of which has been in Arkansas.

Little Rock, Arkansas is the location of Peters & Associates Engineers, Inc. only office. This office provides consulting services in Arkansas and surrounding states. Peters & Associates Engineers, Inc. considers it's established Little Rock office as a proven permanent commitment to provide traffic engineering services in the State of Arkansas.

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ERNEST J. PETERS, P.E.

President

EXPERIENCE

Peters & Associates Engineers, Inc.

Mr. Peters, in association with other professionals, formed Peters & Associates, Engineers in 1981. He has provided professional engineering and technical services in areas including Parking Studies, Traffic and Transportation Engineering, Highway Safety, Commercial Site Development, Residential and Commercial Subdivision and Computer Applications as well as more traditional streets and drainage Civil Engineering projects. Mr. Peters has done research and provided expert testimony in Traffic Engineering in numerous State Administrative Hearings as well as Circuit and Federal courts. He has provided training to local government engineering/public works officials on traffic safety and traffic control principals and practices.

City of Little Rock, Arkansas

While serving the City of Little Rock for four years, Mr. Peters held the positions of Research and Development Engineer, Chief of Engineering Research and Design and Director of Engineering. In these positions, he was responsible for all traffic and civil engineering design and construction activities for all city street and drainage improvements, and the review of all subdivision and site development plans. Mr. Peters also served the Little Rock Regional airport for nine months, in charge of engineering and planning.

EDUCATION

B.S. Civil Engineering, Ohio University, 1971

Graduate Study: FHWA Fellow, Civil Engineering and Industrial Engineering, Transportation Engineering Specialization, 1974

REGISTRATION

Professional Engineer:
Arkansas - 4682
Colorado - 37937
Florida - 0035902
Georgia - 036881
Illinois - 062-048503
Kansas - 13282
Kentucky - 18290
Louisiana - 25516
Mississippi - 11885
Missouri - 21687
North Carolina - 24031
Oklahoma - 19281
Tennessee - 00101966
Texas - 77533

ORGANIZATIONS

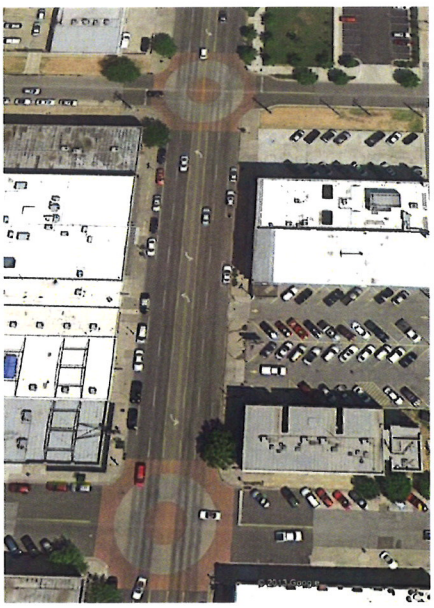
Institute of Transportation Engineers

PROJECT PROFILE

Broadway Avenue (Automobile Alley) On-Street Pavement Marking Modifications Design

Location: Oklahoma City, OK

This work involved preparing on-street pavement marking modifications design to convert a five-lane roadway section to a three-lane with angled parking roadway section on a busy thoroughfare near downtown Oklahoma City, Oklahoma. The design standards of the plans were worked on with this Consultant and the City and agreed upon with the City of Oklahoma City. The outcome of this project has been very positive feedback from the City.



BEFORE

AFTER

ETTL
Engineers & Consultants Inc.

Founded in 1965, ETTL Engineers & Consultants Inc. (ETTL) is a HUB Certified, Service Disabled Veteran Owned Small Business multi-discipline firm providing professional and technical project management, geotechnical and environmental drilling, laboratory soil testing, geotechnical engineering, construction materials testing and environmental consulting services.

With more than 50 years of continuous service and headquartered in Tyler, Texas, ETTL is licensed and certified to provide services for its clients throughout Arkansas, Louisiana, Oklahoma, and Texas. ETTL's construction materials laboratory and geotechnical and environmental consulting personnel, as well as its fleet of ten subsurface exploratory rigs, support vehicles, and associated field equipment are based in Tyler. ETTL also has branch offices in Austin, Arlington and Longview, Texas and Texarkana, Arkansas. Each office location has a construction materials testing laboratory with support technicians and engineers.

ETTL employs more than 80 dedicated employees. Our multi-disciplined staff consists of engineers, geologists, environmental scientists and other environmental experts, licensed drillers, field and laboratory technicians, construction materials inspectors, and support personnel.

ETTL has provided construction materials engineering services for projects worth billions of dollars (construction costs). During the last 15 years, ETTL has performed on numerous construction materials testing projects in Texas, Arkansas and Oklahoma for local government agencies and private venture groups. Furthermore, an indicator of ETTL's ability to perform on high profile projects is the fact that it's experienced engineering and management staff has remained with the company over the past several decades.

Quality control involving both equipment and personnel plays a significant role in maintaining a high degree of performance in the construction materials and geotechnical engineering fields. For this reason, ETTL utilizes outside as well as in-house inspection and evaluation programs to help maintain a high degree of competency within the organization.

ETTL participates in several proficiency sample-testing programs, including those conducted by AASHTO Materials Reference Laboratory (AMRL); Cement & Concrete Reference Laboratory (CCRL); and TxDOT Materials & Test Division Bituminous Proficiency Sampling. As part of their routines, the programs involve ETTL's laboratory facilities, which run tests on representative samples prepared by these agencies. ETTL's home office is audited every second year by AASHTO, which accredits ETTL's CME services. In addition, ETTL meets the requirements of ASTM E 329. ETTL has also been inspected and approved for work by the Texas Department of Transportation. ETTL's laboratory is Corps of Engineers validated for work on projects within ETTL's geographic service area.

In addition to the above, ETTL's primary pieces of equipment are annually calibrated by an independent calibration service utilizing standards devolving from the National Institute of Standards & Technology. ETTL has been instrumental in developing "Suggested Methods and Schedules for Calibration of Materials Testing Equipment," a document adopted by the Texas Council of Engineering Laboratories (TCEL) for use by member firms.

For more information regarding ETTL services, contact James Aldredge at (903) 595- 4421, or please visit our website at www.ettlinc.com.

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RUSSELL W. GIBSON, PE

Project Manager

EXPERIENCE

Mr. Gibson has over 19 years of experience in all phases of civil engineering design and construction in the areas of geotechnical engineering, construction materials testing, roadway design, residential and commercial developments, construction inspection and quality control.

In his service as a project manager for ETTL, Mr. Gibson has worked in the area of geotechnical engineering as it relates to foundation and earthwork recommendations including both shallow and deep foundation elements. The projects for which he has been responsible have included smaller residential and larger commercial and industrial facilities. In addition, he has performed and/or assisted with foundation designs and complex settlement analysis for bridges and large industrial facilities as well as elevated and ground storage tanks. In addition, Mr. Gibson has provided engineering support for various construction and materials testing related projects in and around the East Texas area as well as south west Arkansas.

In past positions, Mr. Gibson has provided engineering design and construction inspection services for a wide variety of projects. In his capacity as a design engineer, the projects with which he was involved included municipal infrastructure projects such as water distribution and treatment systems, wastewater collection systems and treatment facilities, and city streets. In addition to his work in the engineering field, Mr. Gibson has also spent time as a quality control inspector for general contractors on larger US Army Corps of Engineers projects. These duties involved inspecting the work of various subcontractors and trades to insure conformance with the project plans and specifications

AREAS OF EXPERTISE
Geotechnical Engineering
Construction Materials Testing
Civil Engineering

REGISTRATION
Professional Engineer:
Texas, No. 104979
Arkansas, No. 14101

EDUCATION
B.S. Civil Engineering Texas A&M
1997

PROFESSIONAL HISTORY
Project Manager
ETTL Engineers and Consultants
April 2009-Present

Quality Control Manager
Carothers Construction
2008-2009

Civil Quality Control
B.L. Harbert International
2008

Design Engineer
Johnson and Pace, Inc.
2005-2007

Design Engineer
Guice Engineering Sciences
2004-2005

Assistant Project Manager
Pape-Dawson Engineers, Inc.
2003-2004

Design Engineer
HEC - Hart Engineering Co., Inc.
2000-2003

Graduate Engineer
Schaumburg and Polk Inc.
1999-2000

Design Engineer
Stokes and Associates
1998-1999

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BALDWIN & SHELL CONSTRUCTION COMPANY 70
Building Relationships

PRECONSTRUCTION ESTIMATING CAPABILITIES

CONSTRUCTION MANAGEMENT PRECONSTRUCTION PHASE

In the pre-design phase, will aid in the development and evaluation of the project by providing preliminary cost estimates of the basic program-of-requirements, even before any detailed drawings are created. We host team meetings to establish milestone dates for design review, help develop project budgets and schedules, evaluate project delivery methods, and begin tracking the budget from conceptual design through project completion.

During the design phase, our role will continue to include tasks started in the pre-design phase and will expand to include a review of design documents, generation of cost estimates, value analysis, budget and schedule management and development of overall phasing and contracting approaches.

COST/CONCEPTUAL ESTIMATING

With a wealth of historical data and knowledge of current building costs and practices, our team has the background necessary to review schematic design information, expand on that information and prepare a detailed estimate. We ask the right questions, put the information together and create a conceptual estimate presented in a client-friendly format. The result is a preliminary construction estimate that produced with a minimal amount of design, but current materials and labor cost data.

VALUE ANALYSIS

We evaluate materials and methods in each phase of the preconstruction process and collaborate with the design team in making decisions that will yield the maximum return for your budget. We review the design of the project and evaluate initial costs against life-cycle costs. Construction duration, materials costs, maintenance and operating expenses all figure into the equation. Applying value analysis, we have helped owners save millions of dollars on projects while preserving their program requirements.

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CHUCK HESSELBEIN

VICE PRESIDENT PRECONSTRUCTION & ESTIMATING
chesselbein@baldwinshell.com

BACKGROUND

Chuck has been in the construction industry since 1972 , specializing in estimating, budgeting, financial analysis, contract negotiations and change order mitigation, . Over his years of experience he has performed work as a contractor, consultant to architectural/engineering firms and as an owner's representative.

PROFESSIONAL EXPERIENCE HIGHLIGHTS

Texarkana Perot Theatre Restoration and Art Park - Texarkana, TX
North Little Rock High School - North Little Rock
Joe T. Robinson Middle School - Little Rock
Mills University Studies High School
Amboy Elementary School - North Little Rock
Boone Park Elementary School - North Little Rock
Lakewood Elementary School - North Little Rock
University of Mississippi Children's Cancer Hospital, Jackson, MS
Searcy Junior High School Additions - Searcy
New Laboratory Science Building, Tulane University, New Orleans, LA
Pulaski County Jail, Little Rock
Margaritaville Casino and Resort - Biloxi, MS
New Orleans Conventions Center Phase III - New Orleans, LA
The Four Seasons at Emerald Bay - Great Exuma, Bahamas
Queensridge Condominiums - Las Vegas, NV
The Aladdin Casino, Hotel and Conventions Center - Las Vegas, NV
Riverside Casino and Hotel - St. Louis, MO

AFFILIATIONS

American Society of Professional Estimators
Certified Professional Estimator

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KEENAN TOWERHOUSE

SUMMARY OF KEY PERSONNEL

ARCHITECTURE
Marlon Blackwell Architects
Marlon Blackwell
Meryati Blackwell
Justin Hershberger

PLANNING + DESIGN
University of Arkansas Community Design Center
Stephen Luoni
Paco Mejias Villatoro
Jonathan Martinez

CIVIL + SURVEY **
MTG Strategic Partners
Kayla Wood

LANDSCAPE ARCHITECTURE
Flintlock
Allison Thurmond Quinlan

STRUCTURAL
RLG Consulting Engineers
David Goodson

MECHANICAL, ELECTRICAL, PLUMBING, FIRE PROTECTION
Reed, Wells, Benson and Company
Nathan Hart

LIGHTING DESIGN **
Essential Light Design Studio
Jill Klores

ACOUSTICS
Roland, Woolworth, & Associates
William Roland
David Woolworth

TRAFFIC ENGINEERING
Peters & Associates Engineers
Ernest Peters

GEOTECHNICAL
ETTL Engineers & Consultants
Russel Gibson

COST ESTIMATING ***
Baldwin & Shell
Chuck Hesselbein

WBE Certified and State of Texas HUB certified Business ******

Prepared Master Plan + Concept Phase Estimate *******

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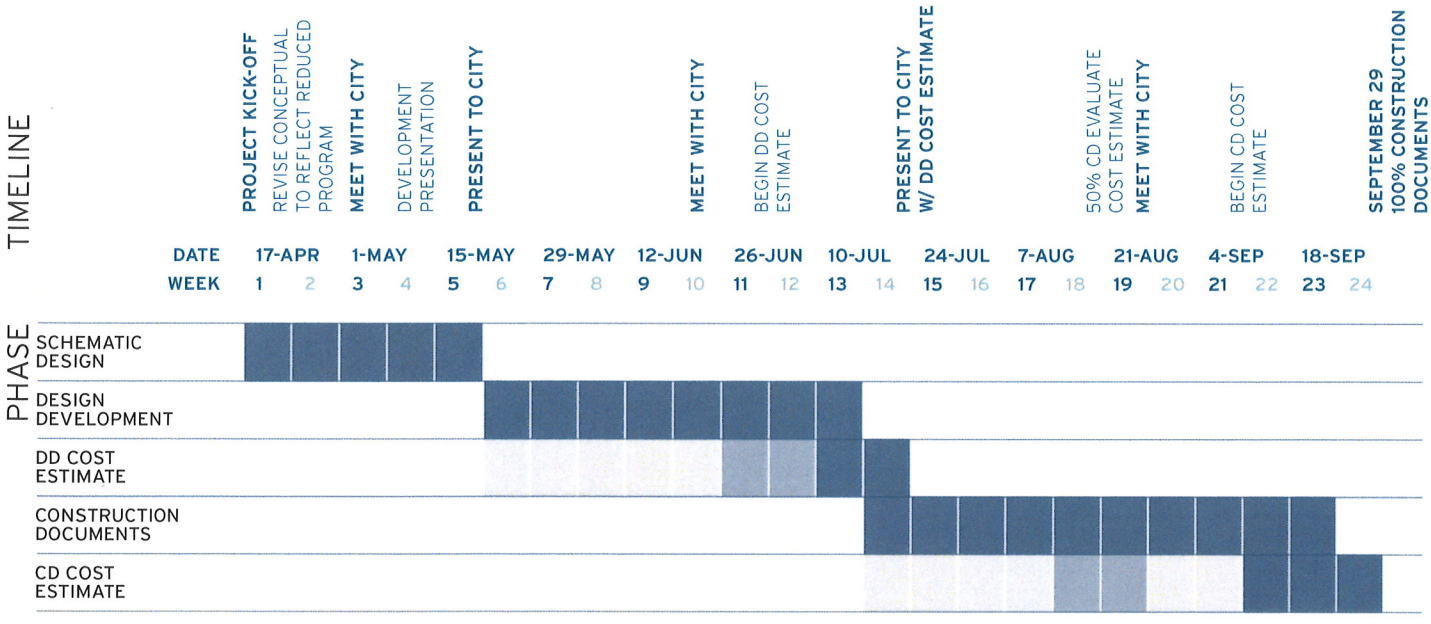
RUTH LILLY VISITOR PAVILION

SCHEDULE

As with any project, the Texarkana Art Park has to open on time. All of our projects obey this mantra and we push ourselves to ensure they are completed on schedule. Many of our projects involve large consultant teams, presenting unique and dynamic challenges in terms of scheduling, work flow, and project delivery. Our experience in adjusting to these challenging conditions will be critical for the successful design and completion of the Texarkana Art Park.

In order to complete Construction Documents by September 29, the entire project team and City of Texarkana must remain diligent and timely in meeting their responsibilities, including design process, delivery, and decision making. By monitoring the progress of the design, we will confirm deliverables for each phase and ensure that the proper level of investigation and discussion occurs so that decisions are made based on complete information. Regular coordination meetings with the design team with the exchange of the BIM model and progress drawings help support this process. We encourage the Cost Estimator to be involved in these meetings to increase their knowledge of the design intent and gain their input when design decisions are being made.

The schedule below outlines a design and documentation schedule, based on an approximate start date of April 17. **Although compressed, we believe that our existing understanding of the project, our relationship with the Texarkana Planning and Community Development Office, and our experienced consultant team will be able to meet the schedule while delivering a benchmark project that exceeds expectations.**



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SHELBY FARMS PARK
VISITOR CENTER PORCH

BIDDING

We do not see Bidding and Negotiation or Value Engineering as an isolated exercise, but as an ongoing process we undertake in collaboration with the Owner and Cost Estimator. Because the Cost Estimator on our team is already familiar with the project and our team's vision, they will be able to provide timely, accurate feedback as design decisions are being made, working with us continuously rather than intermittently.

CONSTRUCTION

Marlon Blackwell Architects are intensely involved in Construction Administration for every project. We take great pride in the quality of our finished buildings, knowing that they depend on the quality of our drawings and on our interaction throughout the construction process. We understand our responsibility as an advocate for the City and the Art Park does not end when the drawings are complete. We stay involved to ensure that the construction process produces the results in which they have invested.

We have extensive experience providing Construction Administration services from a distance. Recently, we have completed construction on projects in Memphis, Tennessee, and Dallas, Texas. During the construction process, we stay in constant communication with the contractor to ensure we have up-to-date information on the progress of construction. When working remotely, we establish weekly Owner-Architect-Contractor meetings via conference call.

Although effective, these communication channels do not replace in-person site visits. Regardless of distance, we make site visits a minimum of once a month and often more frequently if required by the phase of construction. Site visits allow us to inspect the quality of work and discuss possible upcoming challenges. By being present, we are able to build relationships with the contractor and their subcontractors, which allows us to focus our efforts on the project while working collaboratively with accountability and transparency.

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BLESSINGS GOLF CLUBHOUSE

REFERENCES

MARLON BLACKWELL ARCHITECTS

Catherine Rose
The Lamplighter School Board Of Trustees
Building Committee Chair
The Lamplighter School
11611 Inwood Road
Dallas, TX 75229
214.369.9201
cmrose@montrosecap.net

Rod Bigelow
Executive Director
Crystal Bridges Museum Of American Art
600 Museum Way
Bentonville, AR 72712
479.418.5737
rod.bigelow@crystalbridges.org

Jen Andrews
Executive Director
Shelby Farms Park Conservancy
First Tennessee Foundation Visitor Center
6903 Great View Drive North
Memphis, TN 38134
901.222.7275
jandrews@shelbyfarmspark.com

Peter MacKeith
Dean, School Of Architecture
Vol Walker Hall
University Of Arkansas
Fayetteville, AR 72701
479.575.3993
mackeith@uark.edu

Victoria Butler
Executive Director
Fayetteville Montessori School
57 E. Township St.
Fayetteville, AR 72703
479.790.0640
vicki@fayettevillemontessorischool.com

Lisa Freiman
Director
Institute for Contemporary Art
Virginia Commonwealth University
818 West Broad Street, PO Box 842545
Richmond, VA 23284
804.828.2823
ldfreiman@vcu.edu

Mark Stodola
Mayor
City of Little Rock
500 W Markham Street, Room 203
Little Rock, Arkansas 72201
501.371.4510

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Marlon Blackwell Architects
42 East Center Street
Fayetteville, Arkansas 72701
p 479 973 9121
e info@marlonblackwell.com
www.marlonblackwell.com

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"I think that its safe to say most architecture isn't very good. Most good architecture is good enough for most days, but some buildings, some architecture should rise above the everyday. This necessarily challenges us to return to the significance of the everyday and to enrich it and revalidate it with the totality of the things we make."

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City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved:	High

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: 2017-049 Goals & Perspectives (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP Projects)

ORDINANCE NO. 2017-049

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE 2017 BOND FUND BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017, FOR DESIGN COSTS FOR THE PEROT THEATER RESTORATION PROJECT, THE DOWNTOWN ART PARK PROJECT, THE AIRPORT TERMINAL PROJECT, AND THE FIRE STATION RELOCATION PROJECT IN A TOTAL AMOUNT NOT TO EXCEED TWO MILLION FOUR THOUSAND FOUR HUNDRED SIXTY-SEVEN DOLLARS AND NO CENTS ($2,004,467.00) AND APPROVING DESIGN CONTRACTS FOR THE PEROT THEATER RESTORATION PROJECT IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS ($705,983.50) AND THE DESIGN OF THE DOWNTOWN ART PARK PROJECT IN AN AMOUNT NOT TO EXCEED SEVEN HUNDRED FIVE THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS AND FIFTY CENTS ($705,983.50); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council approved the fiscal year 2017 budget on September 12, 2016; and

WHEREAS, the approved budget included the capital improvement plan; and

WHEREAS, the 2017 certificates of obligation to finance the capital improvement plan were formally approved at the March 27, 2017, city council meeting; and

WHEREAS, proposals have been completed for the design of the Perot Theater Restoration Project and the Downtown Art Park; and

WHEREAS, three individual Request for Proposals were submitted by Komatsu Architecture of Fort Worth, Texas, Fennell Purifoy Architects of Little Rock, Arkansas, and Vintage Design Group, LLC of Shreveport, Louisiana, for the design of the Perot Theater Restoration Project; and

WHEREAS, the proposal submitted by Komatsu Architecture of Fort Worth, Texas, was selected for the design of the Perot Theater Restoration Project in an amount not to exceed **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)**; and

Attachment: 2017-049 ORD Appr CIP Contracts for Art Park & Perot signed (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP

WHEREAS, one proposal was submitted by Marlon Blackwell Architects of Fayetteville, Arkansas, and was selected for the design of the Downtown Art Park in an amount not to exceed **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)**; and

WHEREAS, anticipated design costs for the Airport Terminal Project have been calculated at an amount not to exceed **Fifty Thousand Dollars and No Cents ($50,000.00)**; and

WHEREAS, anticipated design costs for the Fire Station Relocation Project have been calculated at an amount not to exceed **Five Hundred Forty-Two Thousand Five Hundred Dollars and No Cents ($542,500.00)**; and

WHEREAS, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, should be amended to reflect the appropriation of **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)** in the 2017 Bond Fund for the design of the Perot Theatre Restoration Project; and

WHEREAS, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, should be amended to reflect the appropriation of **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)** in the 2017 Bond Fund for the design of the Downtown Art Park; and

WHEREAS, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, should be amended to reflect the appropriation of **Fifty Thousand Dollars and No Cents ($50,000.00)** in the 2017 Bond Fund for the design of the Airport Terminal Project; and

WHEREAS, the budget for the fiscal year beginning October 1, 2016, and ending September 30, 2017, should be amended to reflect the appropriation of **Five Hundred Forty-Two Thousand Five Hundred Dollars and No Cents ($542,500.00)** in the 2017 Bond Fund for the design of the Fire Station Relocation Project.

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

SECTION 1: That the City Manager be and is hereby authorized to enter into a contract with Komatsu Architecture of Fort Worth, Texas, for the Perot Theater Restoration Project in an amount not to exceed **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)**.

SECTION 2: That the City Manager be and is hereby authorized to enter into a contract with Marlon Blackwell Architects of Fayetteville, Arkansas, for the downtown Art Park Project in an amount not to exceed **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)**.

Attachment: 2017-049 ORD Appr CIP Contracts for Art Park & Perot signed (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP

SECTION 3: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2016, and ending September 30, 2017, be amended to reflect additional expenditures totaling **Two Million Four Thousand Four Hundred Sixty-Seven Dollars and No Cents ($2,004,467.00)** in the 2017 Bond Fund, with **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)** allocated to the design of the Perot Theater Renovation Project, **Seven Hundred Five Thousand Nine Hundred Eighty-Three Dollars and Fifty Cents ($705,983.50)** allocated to the design of the Downtown Art Park Project, **Fifty Thousand Dollars and No Cents ($50,000.00)** allocated to the design of the Airport Terminal Project, and **Five Hundred Forty-Two Thousand Five Hundred Dollars and No Cents ($542,500.00)** allocated to the design of the Fire Station Relocation Project.

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 **24th day of April, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:38 p.m.

Attachment: 2017-049 ORD Appr CIP Contracts for Art Park & Perot signed (1642 : 2017-049 ORD approving Design Contracts for 2018 CIP

City of Texarkana, Texas

Version: C

Briefing Sheet

Update Date: 4/19/2017 2:34 PM

Lead Department: Human Resources **Action Officer:** Jim Powell, Director of Human Resources

Subject: Resolution No. 2017-050 authorizing the City Manager to enter into an agreement for legal services with Lynn, Ross & Gannaway, LLC.

Briefing: 5/8/2017	**Public Hearing:** 5/8/2017	**Second Briefing:** May 22, 2017	**Council Vote:** 6/12/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Voters passed collective bargaining for firefighters in November 2016. In March, the City Manager was notified the Firefighters Association selected the IAFF Local 367 as their exclusive bargaining agent. Negotiations between the City and IAFF Local 367 are expected to begin in late 2017 or early 2018. Lynn, Ross & Gannaway is recognized as one of the preeminent civil service and collective bargaining law firms in Texas. Ms. Bettye Lynn has practiced law for over 32 years. She has extensive experience in civil service and collective bargaining negotiations, and represents cities and other public entities across the State of Texas.

Potential Options:

Option 1: Approve Resolution as presented.
Option 2: Reject resolution and utilize local legal services.
Option 3: Reject resolution and search for other legal representation specializing in civil service and collective bargaining.

Fiscal Implications:

Legal services are billed on an hourly rate of $275.00 per hour. Partners bill at $225.00 per hour. Legal Assistant is billed at $75.00 per hour. In performing legal services for the City, the Firm may incur costs for items such as postage, faxes, courier and filing fees, travel expenses, mileage reimbursements, not to exceed IRS standards, transcripts expenses, document preparation, investigation costs, copying costs at $.20 per page if the Firm makes the copies or at cost if an outside copying service is utilized, and other charges related to the City's matter. Travel time is considered billable time and is billed accordingly.

Staff Recommendation:

Staff recommends approval of resolution 2017-050.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2017-050 RES Authorizing City Manager to enter into contract (DOC)
b. 2017-050 ATTH 01 Engagement Letter (PDF)
c. 2017-050 Goals & Perspectives (DOCX)

Staff Coordination

Human Resources	Jim Powell	Department Head Review	Completed	04/13/2017 4:08 PM
Finance Department	Kristin Peeples	Finance Review	Completed	04/13/2017 5:00 PM
Purchasing and Contracting	Sharon Moore	Purchasing Review	Completed	04/17/2017 7:27 AM
Deputy City Manager - Shirley Jaster Review	Shirley Jaster	Deputy City Manager	Completed	04/18/2017 10:09 AM
Deputy City Manager - Kyle Dooley Review	Kyle Dooley	Deputy City Manager	Completed	04/18/2017 11:16 AM
Public Information Officer	Lisa Thompson	PIO Review	Completed	04/18/2017 11:17 AM
City Manager	John Whitson	City Manager Review	Completed	04/19/2017 8:39 AM
City Council	Jennifer Evans	Meeting	Completed	04/24/2017 6:00 PM

Meeting History

RESOLUTION NO. 2017 - 050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER IN CONTRACT WITH LYNN, ROSS & GANNAWAY, LLP OF FORT WORTH, TEXAS FOR LEGAL SERVICES RELATED TO COLLECTIVE BARGAINING, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, a petition was filed with the City Secretary pursuant to Section 174.051 of the Texas Local Government Code, to call for an election to consider adoption of collective bargaining for the City's fire fighters; and

WHEREAS, an election was held on Tuesday, November 8, 2016 to determine whether a majority of those voting are in favor of or opposed to collective bargaining for City of Texarkana fire fighters; and

WHEREAS, the voters of the City of Texarkana voted in favor of allowing collective bargaining for City of Texarkana fire fighters; and

WHEREAS, the scope of engagement is summarized in **ATTH 01**.

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

SECTION 1: That the recommendation to engage the law firm of Lynn, Ross & Gannaway, LLP to provide legal services related to collective bargaining matters is approved.

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 **12th day of June, 2017.**

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2017-050 RES Authorizing City Manager to enter into contract (1643 : 2017-050 RES authorizing the City Manager to enter into an

LYNN, ROSS & GANNAWAY, LLP

306 WEST BROADWAY AVENUE
FORT WORTH, TEXAS 76104
817.332.8505 MAIN/817.332.8548 FAX
LABORCOUNSEL.NET

April 13, 2017

John A. Whitson
City Manager
City of Texarkana
Via Email: John.whitson@txkusa.org

RE: Initial Representation Agreement – Collective Bargaining

Dear Mr. Whitson:

On behalf of Lynn, Ross & Gannaway, LLP, (the "Firm"), let me thank the City of Texarkana ("City") for entrusting us again to represent the City in its Collective Bargaining matter. This letter will set forth the terms of our initial engagement. Experience has shown that a letter such as this is useful both to the client and to the Firm to express our respective expectations and undertakings.

I. SCOPE OF ENGAGEMENT

From our discussions with you, we understand that the scope of our engagement is to provide the City with advice on Collective Bargaining, and other counsel as the City may request from time to time. In general, our services may include analysis of legal and factual issues, analysis of applicable law, drafting and preparation of documents, and written and oral communications with City officials.

The terms and conditions of the Firm's representation of the City, as set forth in this letter, will apply to any other future services which you instruct the Firm to perform, unless some other written agreement is reached between the City and the Firm at the time those instructions are received. However, unless specifically requested to perform other services on behalf of the City, the scope of our representation of the City will be limited as reflected above.

II. STAFFING

I will be the attorney at our Firm primarily responsible for performing the assigned legal work. Where appropriate, I may also utilize the services of legal assistants in the Firm. I will attempt wherever possible to make work assignments to maximize effectiveness and time efficiency, and minimizes the City's legal expenses. Our goal is to provide to the City cost effective, high quality legal services.

Attachment: 2017-050 ATTH 01 Engagement Letter (1643 : 2017-050 RES authorizing the City Manager to enter into an agreement for legal

III. BASIS FOR FEES AND COSTS

My time is billed on an hourly basis, or increments thereof. At present, my hourly rate is $275.00. Partners are billed at $225.00 per hour, and our Legal Assistant is billed at $75.00 per hour.

In performing legal services for the City, the Firm may incur costs and advance sums on behalf of the City for items such as postage, faxes, courier and filing fees, travel expenses, mileage reimbursements (not to exceed IRS standards), transcript expenses, document preparation, investigation costs, copying costs at $.20 per page if the Firm makes the copies or at our cost if an outside copying service makes the copies, and other charges related to the City's matter. Depending on the size of those charges, we may request that they be advanced by the City. However, to the extent that the Firm advances those expenses, the City agrees to reimburse the Firm for them on a monthly basis. Travel time is considered billable time and is billed accordingly.

The Firm will send the City monthly statements, indicating the current status of the City's account as to both fees and cost disbursements. These statements will be payable in full upon receipt. Our billing cycle ends on the 20th of each month. The City will not be sent a bill if no work was performed and no expenses were incurred during the billing cycle. Our bills provide a detailed description of work performed, including the name of the attorney performing the work, the date the work was performed, the time spent, the dollar amount for each time entry, and any expenses incurred on behalf of the City.

If, upon your receipt of the statement, you have any questions with regard to any charge set forth in it, or any item of information contained in it, please promptly telephone or write me so that we may discuss these matters when they are fresh in both our minds. I want to avoid any misunderstanding between us concerning fees or charges.

IV. CONCLUSION

Thank you for retaining us to assist the City on a forward-going basis. If this letter meets with the City's approval and understanding of our respective responsibilities, please sign it and return to me. This Agreement will take effect when you have signed it, but its effective date will be retroactive to the date the Firm first provided you with services.

Very Truly Yours,

Bettye Lynn

Bettye Lynn
lynn@laborcounsel.net
Direct Dial: 817.332.8504

BL/jc

Attachment: 2017-050 ATTH 01 Engagement Letter (1643 : 2017-050 RES authorizing the City Manager to enter into an agreement for legal

Agreed to and accepted this _____ day of February, 2017.

_____
John A. Whitson, City Manager

Attachment: 2017-050 ATTH 01 Engagement Letter (1643 : 2017-050 RES authorizing the City Manager to enter into an agreement for legal

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: 2017-050 Goals & Perspectives (1643 : 2017-050 RES authorizing the City Manager to enter into an agreement for legal services)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 4/11/2017 9:48 AM

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

Subject: Resolution No. 2017-038 supporting the Riverbend Water Resource District in implementing the Corps of Engineers' Lake Wright Patman Ultimate Rule Curve and obtaining future water rights in Lake Wright Patman.

Briefing: 4/24/2017	**Public Hearing:** 4/24/2017	**Second Briefing:** May 8, 2017	**Council Vote:** 5/22/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Executive Summary:

The Sulphur River Basin Authority (SRBA) and their partners the Joint Committee for Program Development (JCPD) (of which the SRBA is also a member) have contracted the Corps of Engineers to conduct a feasibility study which includes consideration of reallocating flood control water in Lake Wright Patman to conservation or water supply water. The study also includes considering increasing the upper limit of the impoundment of Lake Wright Patman. The reallocation or the increase in lake level will increase the amount of water available in the lake for municipal or industrial use.

The study has been under way for a number of years and is currently on hold pending approval of a COE SMART Program exemption and availability of federal funding to resume work. The SRBA has notified COE of their commitment of $300,000 (JCPD is the funding source) to reach the next milestone, that is, the Tentatively Selected Plan (TSP). Additionally, JCPD, in their letter to SRBA dated 13 FEB 17 is committed to providing $1.4 million cost share to complete the study and also providing an additional $1.4 million should the federal share not be authorized.

Riverbend Water Resources District (RWRD) has engaged *Susan Roth Water and Wastewater Consulting* to study the region and determine the regions' water needs, current and future. As part of RWRD efforts to lead the regions' future water planning and supply it is prudent to start the permitting process to secure additional water-rights in Lake Wright Patman from the State of Texas. According to the Texas Commission on Environmental Quality (TCEQ) website page http://www.tceq.texas.gov/permitting/water_rights/wr-permitting/wr-pending-apps there are no pending water-rights applications for the Sulphur River Basin. RWRD will be applying for water-rights from water reallocated from flood control and/or new water resulting from raising the lake level of Lake Wright Patman. Understanding, of course, that any current or pending loss of Texarkana's water supply pool that is displaced by the effects of lake sedimentation would be replaced first before any new water-rights being granted by the state and/or contracted with the Corps of Engineers.

City of Texarkana, Texas

Background:

Texas water rights historical summary:

Water-rights law determines who is entitled to use the available water supply, in what quantities, and for what purposes, and often specifies when and where the water may be used. Texas courts divide water into unrelated legal classes with different rules of law governing the ownership and use of each class. Several classes of underground and surface water are recognized. Texas law pertaining to surface-water resources is voluminous, while groundwater law is relatively sparse.

With respect to surface-water rights, Texas is one of several dual-doctrine states that recognize both riparian and prior-appropriation doctrines, which are dissimilar in almost every respect. Between 1895 and 1913 a landowner could appropriate water from a stream merely by filing a sworn statement and map with his county clerk describing the diversion. It is not surprising that under this loosely administered system, water-rights claims often overlapped, described unrealistically large irrigated acreages, or claimed more water than the stream could possibly supply. These rights are called "certified filings" because after 1913 the state recognized and recorded certified copies of the early diversions, which amounted to almost 1,000 certified filings. A 1913 statute introduced a more modern and strictly administered appropriation procedure. Since that time persons have had to make application for permits to appropriate water from Texas streams. As of August 1975 the state had recognized more than 10,600 water-rights claims involving almost fifty-four million acre-feet of water, slightly more than the state's average annual surface-water runoff of forty-nine million acre-feet.

Adjudication on the lower Rio Grande in a massive lawsuit, *State v. Hidalgo County Water Control and Improvement District No. 18* (1969), involving forty-two special water districts, over 2,500 individuals, and more than ninety lawyers, showed the futility of a purely judicial determination of water rights for the entire state. The Water Rights Adjudication Act (1967), designed to remedy the situation, set up a complex administrative and judicial adjudication procedure. All unrecorded water-rights claims were required to be filed with the TWC by 1969. (Source: Texas State Historical Association website https://tshaonline.org/handbook/online/articles/gyw01)

City of Texarkana and Lake Wright Patman:

Forgoing much of the water supply and storage actions between 1948 and 1967, the City of Texarkana, Texas in 1967 applied to the state for a new permit (application 2552) and was awarded water-rights for 180,000 acre-feet of water (135,000 industrial and 45,000 municipal via permit number 1563b).

In 1968 Texarkana, Texas entered into two contracts with the Army Corps of Engineers, an Interim Water Supply pending the completion of the Cooper Project and a Permanent Water Supply contract effective upon completion of the Cooper Project. The Interim Water Supply contract provided for 76,663 acre-feet with the Permanent Water Supply contract providing 170,400 acre-feet of water. In 1981 the state permits were amended in conjunction with a new Water Supply Contract with the Corps of Engineers which provided for 180,000 acre-feet of water supply.

In September, 2013 the Corps of Engineers reported that increasing the Maximum Conservation Pool Elevation from 227.5 feet to 232.5 feet would yield an additional 280,963 acre-feet of water above the

current contracted amount of 180,000 acre-feet (assuming the elevation of the bottom of the conservation pool to be 220 feet).

Potential Options:

- Adopt the resolution as recommended by RWRD and City Staff
- Amend and adopt the resolution
- Deny the resolution and provide new guidance

Fiscal Implications:

City will, through TWU, continue to provide necessary funding for contracts and studies leading to full implementation of the Ultimate Rule Curve or the End State Contract with the Corps of Engineers. Member cities will ultimately contribute to the costs via future water rates.

Staff Recommendation:

Adopt the resolution as presented.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2017-038 RES Supporting RWRD Application for LWP Water Rights (DOCX)
b. 2017-038 ATTH 01 Certificate of Adjudication (PDF)
c. 2017-038 Goals & Perspectives (DOCX)
d. 2017-038 RES Supporting RWRD Water Rights App signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	03/31/2017 3:35 PM
City Attorney	Jeffery C. Lewis	Review	Completed	03/31/2017 3:52 PM
Water Utilities	JD Phillips	Review	Completed	03/31/2017 4:05 PM
Deputy City Manager - Review	Shirley Jaster Completed	Shirley Jaster	Deputy City Manager	04/03/2017 1:48 PM
Deputy City Manager - Review	Kyle Dooley Completed	Kyle Dooley	Deputy City Manager	04/03/2017 3:53 PM
Public Information Officer		Lisa Thompson	PIO Review	Completed 04/03/2017 4:19 PM
City Manager	John Whitson	City Manager Review	Completed	04/03/2017 6:49 PM

City of Texarkana, Texas

City Council 6:00 PM	Jennifer Evans	Meeting	Completed	04/10/2017

Meeting History

04/10/17 City Council MOVED FORWARD Next: 04/24/17

City Manager Whitson briefed this item. Elizabeth Fazio Hale, Executive Director of Riverbend Water Resources District, made additional comments.

Attachment: 2017-038 RES Supporting RWRD Application for LWP Water Rights (1630 : 2017-038 RES supporting RWRD Application for LWP

Texarkana Resolution No. 2017-038

Riverbend Resolution No. _____

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AND THE BOARD OF DIRECTORS OF RIVERBEND WATER RESOURCES DISTRICT SUPPORTING THE ROLE OF RIVERBEND IN IMPLEMENTATION OF THE ULTIMATE RULE CURVE AND OBTAINING LOCAL SPONSORSHIP FOR ANY FUTURE NEW WATER RIGHTS ALLOCATED OR DEVELOPED OUT OF LAKE WRIGHT PATMAN RESERVOIR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas ("Texarkana"), formed in 1873, is a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of local self-government; and

WHEREAS, the Texas Legislature created Riverbend Water Resources District ("Riverbend") in 2009, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 59, Article XVI, Texas Constitution, as set forth in Title 6, Special District Local Laws Code, Subtitle L, Municipal Water Districts, Chapter 9601, with statutory powers including the authority to acquire any and all storage rights and storage capacity in a reservoir or other water source inside or outside the boundaries of the district, and to acquire the right to take water from that reservoir or source, subject to the rights or permits held by municipalities or other persons; and

WHEREAS, Riverbend Water Resources District is operating under a Board of Directors reconstituted by the Texas Legislature in 2011 with five qualified voters who are residents of the district, not otherwise serving as an elected official or as an employee of Riverbend member, selected by the local governing bodies of the Riverbend member entities (the Cities of Annona, Atlanta, Avery, DeKalb, Hooks, Leary, Maud, Nash, New Boston, Redwater, Texarkana, and Wake Village; the Counties of Bowie, Cass and Red River; and TexAmericas Center) as provided by law; and

WHEREAS, the City of Texarkana, Texas, has contracts with the United States Army Corps of Engineers for water storage space and the operation of the Lake Wright Patman Reservoir at a permanent level or "Ultimate Rule Curve" (Contract No. DACW29-68-A-0103) and an interim level (Contract No. DACW29-69-C-0019); and

WHEREAS, the Ultimate Rule Curve contract dated April 16, 1968 was set to begin implementation once Cooper Reservoir went into operation in the Sulphur River Basin in the mid-1990's; and

WHEREAS, Riverbend Water Resources District entered into Interlocal Cooperation Agreements in 2010 with all of its members entities, which among other provisions, detailed specific services

Attachment: 2017-038 RES Supporting RWRD Application for LWP Water Rights (1630 : 2017-038 RES supporting RWRD Application for LWP

to be provided as set forth in Schedule A, and including a revision to Schedule A in 2015 with Texarkana, Texas, which states in pertinent part that Riverbend shall act as the City of Texarkana, Texas' agent in negotiating with the United States Army Corps of Engineers regarding contractual rights and responsibilities with respect to the entire pool in the Lake Wright Patman reservoir; and

WHEREAS, Riverbend Water Resources District, through its Executive Director/CEO and together with the City of Texarkana, Texas' City Manager and City Liaison, have made multiple requests to Col. Calvin C. Hudson, II, Commander, U.S. Army Corps of Engineers, Fort Worth District, through numerous meetings with his staff, including Brian Kamisato, Deputy District Engineer for Programs and Project Management, and Elston Eckhardt, Chief, Civil Project Management Branch, to pursue implementation of the Ultimate Rule Curve under the 1968 Contract No. DACW29-68-A-0103; and

WHEREAS, Riverbend Water Resources District, through its Executive Director/CEO and together with City of Texarkana, Texas' representatives, most recently met on January 5, 2017 to continue discussion on the implementation of the Ultimate Rule Curve, resulting in Texarkana's City Manager recommending issuance of a Corps invoice to Riverbend requesting initial funds in the amount of $50,000 to develop a Scope of Work for a Cultural Resources Survey as part of the implementation, an invoice which Riverbend received on January 20, 2017; and

WHEREAS, Riverbend Water Resources District, as the agent for the City of Texarkana, Texas, has made initial payment to begin the cultural resources study as part of the implementation of the Ultimate Rule Curve; and

WHEREAS, Riverbend Water Resources District has recently determined through its Regional Water Master Plan that the Northeast Texas region and Riverbend's member entities have an additional need for water that is above the need listed in the current and 2017 State Water Plan and intends to better substantiate and update the State Water Plan with the correct population projections and water demand projections at the completion of the Regional Water Master Plan study; and

WHEREAS, the most recent Regional Water Plan for Region D currently lists an availability of 294,000 acre-feet of water as available once the Ultimate Rule Curve is implemented, leaving a possible additional amount of 114,000 acre-feet of water available for permitting by the Texas Commission on Environmental Quality; and

WHEREAS, fully utilizing Lake Wright Patman Reservoir to its highest and best use is a responsible strategy that produces a water supply that would be plentiful, immediate, and least costly, with minimal negative impact on our region.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS AND THE BOARD OF DIRECTORS OF RIVERBEND WATER RESOURCES DISTRICT:

Section 1. Riverbend Water Resources District is the appropriate entity and authority to move forward with implementing the Ultimate Rule Curve on behalf of the City of Texarkana, Texas~~,~~ in

cooperation with the United States Army Corps of Engineers, and further that Riverbend Water Resources District is the appropriate entity and authority to apply at the Texas Commission on Environmental Quality for future water rights between the interim level and the permanent level "ultimate rule curve" that may become available once the Ultimate Rule Curve is fully implemented on behalf of all of the Northeast Texas region and all of Riverbend's member entities.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval.

TEXARKANA:

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

_____
BOB BRUGGEMAN, MAYOR

ATTEST:

_____
JENNIFER EVANS, CITY SECRETARY

RIVERBEND:

PASSED and APPROVED in Regular Board Meeting on this the _____ day of _____, 2017.

_____
Jim Green, President

ATTEST:

_____
Kelly Mitchell, Secretary

Attachment: 2017-038 RES Supporting RWRD Application for LWP Water Rights (1630 : 2017-038 RES supporting RWRD Application for LWP

Attachment: 2017-038 ATTH 01 Certificate of Adjudication (1630 : 2017-038 RES supporting RWRD Application for LWP water rights)

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CERTIFICATE OF ADJUDICATION

CERTIFICATE OF ADJUDICATION: 03-4836

OWNER: City of Texarkana
Texarkana Water & Sewer Systems
P. O. Box 2008
Texarkana, Texas 75501

COUNTIES: Bowie and Cass

PRIORITY DATES: March 5, 1951;
February 17, 1957;
September 19, 1967
and May 18, 1981

WATERCOURSE: Sulphur River

BASIN: Sulphur River

WHEREAS, by final decree of the 202nd Judicial District Court of Bowie County, in Cause No. 86-C1702-202 In Re: The Adjudication of Water Rights in the Sulphur River Basin dated December 17, 1986 a right was recognized under Permit 1563C authorizing the City of Texarkana to appropriate waters of the State of Texas as set forth below;

WHEREAS, the United States of America, pursuant to the Flood Control Act of 24 July 1946 (Public Law 526, 79th Congress, 2nd Session), has constructed and operates and maintains the Wright Patman Dam and Reservoir on the Sulphur River in Cass and Bowie Counties;

WHEREAS, on the 16th day of September, 1968, the City of Texarkana entered into a contract (DACW-29-69-C-0019) with the United States of America for storage space of water in Wright Patman Reservoir;

NOW, THEREFORE, this certificate of adjudication to appropriate waters of the State of Texas in the Sulphur River Basin is issued to the City of Texarkana, subject to the following terms and conditions:

1. IMPOUNDMENT

Owner is authorized to impound water in a Reservoir (Wright Patman Reservoir) located on the Sulphur River which is owned by the United States of America and operated by the Corps of Engineers in accordance with the following impoundment schedule. The Dam is located in the Jesse M. C. Paxton Survey, Abstract 830 in Cass County; the A. H. Elliott Survey, Abstract 196; the W. D. Schocklie Survey, Abstract 528; the G. A. Sims Survey, Abstract 558; the T.& P. RR Company Survey, Abstract 595; the John T. Watson Survey, Abstract 649; the William White Survey, Abstract 679 and the Charles Caldwell Survey, Abstract 823 in Bowie County, Texas.

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Month	Maximum Impoundment and Elevation
January	224.9 (265,300 acre-feet)
February	224.9 (265,300 acre-feet)
March	224.9 (265,300 acre-feet)
April	226.8 (325,300 acre-feet)
May	228.6 (385,800 acre-feet)
June	228.6 (386,900 acre-feet)
July	228.5 (380,800 acre-feet)
August	227.8 (355,700 acre-feet)
September	226.8 (324,900 acre-feet)
October	226.1 (302,000 acre-feet)
November	225.5 (282,600 acre-feet)
December	225.2 (273,600 acre-feet)

2. USE

A. Owner is authorized to divert and use not to exceed 45,000 acre-feet of water per annum from the aforesaid reservoir for municipal purposes.

B. Owner is also authorized to divert and use not to exceed 135,000 acre-feet of water per annum from the aforesaid reservoir for industrial purposes.

C. Owner is further authorized to transfer water lawfully diverted under the provisions of Paragraphs A and B above, from Wright Patman Reservoir in the Sulphur River Basin, the basin of origin, for use in the Cypress Creek Basin and in the Red River Basin in the following amounts and for the indicated purposes:

(1) Not to exceed 4500 acre-feet of water per annum may be diverted from the Sulphur River Basin to the Cypress Creek Basin for municipal purposes.

(2) Not to exceed 4500 acre-feet of water per annum may be diverted from the Sulphur River Basin to the Cypress Creek Basin for industrial purposes.

(3) Not to exceed 6500 acre-feet of water per annum may be diverted from the Sulphur River Basin to the Red River Basin for municipal purposes.

(4) Not to exceed 5000 acre-feet of water per annum may be diverted from the Sulphur River Basin to the Red River Basin for industrial purposes.

Attachment: 2017-038 ATTH 01 Certificate of Adjudication (1630 : 2017-038 RES supporting RWRD Application for LWP water rights)

3. DIVERSION

A. Location:

(1) At a point on the perimeter of the aforesaid reservoir in the M.E.P.& P. RR Company Survey, Abstract 422, Bowie County, Texas.

(2) At a point on the perimeter of the aforesaid reservoir in the James Giles Survey, Abstract 404, Cass County, Texas.

(3) At a point on the perimeter of the aforesaid reservoir in the Jesse M. C. Paxton Survey, Abstract 830, Cass County, Texas.

B. Maximum combined rate: 320.00 cfs (144,000 gpm).

4. PRIORITY

A. The time priority of owner's right is March 5, 1951 for the diversion and use of the first 14,572 acre-feet of water for municipal purposes.

B. The time priority of owner's right is February 17, 1957 for the diversion and use of the next 10,428 acre-feet of water for municipal purposes and the first 35,000 acre-feet of water for industrial purposes.

C. The time priority of owner's right is September 19, 1967 for the diversion and use of the remaining 20,000 acre-feet of water for municipal purposes and 100,000 acre-feet of water for industrial purposes.

D. The time priority of owner's right is May 18, 1981 for the transbasin diversions of water.

5. SPECIAL CONDITIONS

A. Persons or entities who may acquire (other than as customers of the city's municipal water system) the right to use water authorized to be appropriated hereunder shall obtain permits from the Commission before commencing use of such water.

B. Owner shall maintain continuous reservoir content and lake level measuring station; record all discharges through the reservoir and maintain daily record of all diversions from said reservoir. All records shall be compiled monthly and reported to the Commission annually.

Attachment: 2017-038 ATTH 01 Certificate of Adjudication (1630 : 2017-038 RES supporting RWRD Application for LWP water rights)

The locations of pertinent features related to this certificate are shown on Page 12 of the Sulphur River Basin Certificates of Adjudication Maps, copies of which are located in the office of the Texas Water Commission, Austin, Texas.

This certificate of adjudication is issued subject to all terms, conditions and provisions in the final decree of the 202nd Judicial District Court of Bowie County, Texas, in Cause No. 86-C1702-202 In Re: The Adjudication of Water Rights in the Sulphur River Basin dated December 17, 1986 and supersedes all rights of the owner asserted in that cause.

This certificate of adjudication is issued subject to senior and superior water rights in the Sulphur River Basin.

This certificate of adjudication is issued subject to the obligations of the State of Texas pursuant to the terms of the Red River Compact.

This certificate of adjudication is issued subject to the Rules of the Texas Water Commission and its continuing right of supervision of State water resources consistent with the public policy of the State as set forth in the Texas Water Code.

TEXAS WATER COMMISSION

Paul Hopkins

Paul Hopkins, Chairman

DATE ISSUED:

MAR 31 1987

ATTEST:

Mary Ann Hefner

Mary Ann Hefner, Chief Clerk

Attachment: 2017-038 ATTH 01 Certificate of Adjudication (1630 : 2017-038 RES supporting RWRD Application for LWP water rights)

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: 2017-038 Goals & Perspectives (1630 : 2017-038 RES supporting RWRD Application for LWP water rights)

Texarkana Resolution No. 2017-038

Riverbend Resolution No. _____

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AND THE BOARD OF DIRECTORS OF RIVERBEND WATER RESOURCES DISTRICT SUPPORTING THE ROLE OF RIVERBEND IN IMPLEMENTATION OF THE ULTIMATE RULE CURVE AND OBTAINING LOCAL SPONSORSHIP FOR ANY FUTURE NEW WATER RIGHTS ALLOCATED OR DEVELOPED OUT OF LAKE WRIGHT PATMAN RESERVOIR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas ("Texarkana"), formed in 1873, is a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of local self-government; and

WHEREAS, the Texas Legislature created Riverbend Water Resources District ("Riverbend") in 2009, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 59, Article XVI, Texas Constitution, as set forth in Title 6, Special District Local Laws Code, Subtitle L, Municipal Water Districts, Chapter 9601, with statutory powers including the authority to acquire any and all storage rights and storage capacity in a reservoir or other water source inside or outside the boundaries of the district, and to acquire the right to take water from that reservoir or source, subject to the rights or permits held by municipalities or other persons; and

WHEREAS, Riverbend Water Resources District is operating under a Board of Directors reconstituted by the Texas Legislature in 2011 with five qualified voters who are residents of the district, not otherwise serving as an elected official or as an employee of Riverbend member, selected by the local governing bodies of the Riverbend member entities (the Cities of Annona, Atlanta, Avery, DeKalb, Hooks, Leary, Maud, Nash, New Boston, Redwater, Texarkana, and Wake Village; the Counties of Bowie, Cass and Red River; and TexAmericas Center) as provided by law; and

WHEREAS, the City of Texarkana, Texas, has contracts with the United States Army Corps of Engineers for water storage space and the operation of the Lake Wright Patman Reservoir at a permanent level or "Ultimate Rule Curve" (Contract No. DACW29-68-A-0103) and an interim level (Contract No. DACW29-69-C-0019); and

WHEREAS, the Ultimate Rule Curve contract dated April 16, 1968 was set to begin implementation once Cooper Reservoir went into operation in the Sulphur River Basin in the mid-1990's; and

WHEREAS, Riverbend Water Resources District entered into Interlocal Cooperation Agreements in 2010 with all of its members entities, which among other provisions, detailed specific services

Attachment: 2017-038 RES Supporting RWRD Water Rights App signed (1630 : 2017-038 RES supporting RWRD Application for LWP water

to be provided as set forth in Schedule A, and including a revision to Schedule A in 2015 with Texarkana, Texas, which states in pertinent part that Riverbend shall act as the City of Texarkana, Texas' agent in negotiating with the United States Army Corps of Engineers regarding contractual rights and responsibilities with respect to the entire pool in the Lake Wright Patman reservoir; and

WHEREAS, Riverbend Water Resources District, through its Executive Director/CEO and together with the City of Texarkana, Texas' City Manager and City Liaison, have made multiple requests to Col. Calvin C. Hudson, II, Commander, U.S. Army Corps of Engineers, Fort Worth District, through numerous meetings with his staff, including Brian Kamisato, Deputy District Engineer for Programs and Project Management, and Elston Eckhardt, Chief, Civil Project Management Branch, to pursue implementation of the Ultimate Rule Curve under the 1968 Contract No. DACW29-68-A-0103; and

WHEREAS, Riverbend Water Resources District, through its Executive Director/CEO and together with City of Texarkana, Texas' representatives, most recently met on January 5, 2017 to continue discussion on the implementation of the Ultimate Rule Curve, resulting in Texarkana's City Manager recommending issuance of a Corps invoice to Riverbend requesting initial funds in the amount of $50,000 to develop a Scope of Work for a Cultural Resources Survey as part of the implementation, an invoice which Riverbend received on January 20, 2017; and

WHEREAS, Riverbend Water Resources District, as the agent for the City of Texarkana, Texas, has made initial payment to begin the cultural resources study as part of the implementation of the Ultimate Rule Curve; and

WHEREAS, Riverbend Water Resources District has recently determined through its Regional Water Master Plan that the Northeast Texas region and Riverbend's member entities have an additional need for water that is above the need listed in the current and 2017 State Water Plan and intends to better substantiate and update the State Water Plan with the correct population projections and water demand projections at the completion of the Regional Water Master Plan study; and

WHEREAS, the most recent Regional Water Plan for Region D currently lists an availability of 294,000 acre-feet of water as available once the Ultimate Rule Curve is implemented, leaving a possible additional amount of 114,000 acre-feet of water available for permitting by the Texas Commission on Environmental Quality; and

WHEREAS, fully utilizing Lake Wright Patman Reservoir to its highest and best use is a responsible strategy that produces a water supply that would be plentiful, immediate, and least costly, with minimal negative impact on our region.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS AND THE BOARD OF DIRECTORS OF RIVERBEND WATER RESOURCES DISTRICT:

Section 1. Riverbend Water Resources District is the appropriate entity and authority to move forward with implementing the Ultimate Rule Curve on behalf of the City of Texarkana, Texas, in

Attachment: 2017-038 RES Supporting RWRD Water Rights App signed (1630 : 2017-038 RES supporting RWRD Application for LWP water

cooperation with the United States Army Corps of Engineers, and further that Riverbend Water Resources District is the appropriate entity and authority to apply at the Texas Commission on Environmental Quality for future water rights between the interim level and the permanent level "ultimate rule curve" that may become available once the Ultimate Rule Curve is fully implemented on behalf of all of the Northeast Texas region and all of Riverbend's member entities.

Section 2. This Resolution shall be in full force and effect from and after its passage and approval.

TEXARKANA:

PASSED AND APPROVED in Regular Council Session on this the **24th day of April, 2017**.

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

6:44 p.m.

RIVERBEND:

PASSED and APPROVED in Regular Board Meeting on this the _____ day of _____, 2017.

Jim Green, President

ATTEST:

Kelly Mitchell, Secretary

Attachment: 2017-038 RES Supporting RWRD Water Rights App signed (1630 : 2017-038 RES supporting RWRD Application for LWP water

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/4/2017 12:47 PM

Lead Department:	Deputy City Manager - Shirley Jaster	**Action Officer:**	Shirley Jaster, Assistant City Manager
Subject:	Ordinance No. 2017-039 amending the Code of Ordinances Chapter 28 "Offenses and Miscellaneous Provisions", Sec. 28-237 concerning building construction hours of operation.		

Briefing: 4/24/2017	**Public Hearing:**	4/24/2017	**Second Briefing:**	May 8, 2017	**Council Vote:** 5/22/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The staff has been asked many times by developers and general contractors to allow construction work before 7 AM and after 6 PM. Currently the code in Section 28-237 only allows this with approval from the City Council. The amendment to the code as proposed would allow a conditional permit to allow certain activities to be done after hours with the city manager or designee approval.

Some examples of when a conditional permit would be considered may include:

Commercial construction of pouring concrete in the very early hours of the morning during the summer when temperatures become a factor.

Night work for commercial buildings, especially when remodeling an existing retail store.

Roof work on commercial buildings due to weather.

Most of the conditional permits would be for commercial construction and not residential. The noise and disturbance to the neighborhood would be a key consideration for any conditional permit.

Existing

Sec. 28-237. - Building operations prohibited at certain times.

The erection, including excavation, demolition, alteration or repair of any building is hereby prohibited on Sundays and between the hours of 6:00 p.m. and 7:00 a.m. on any other day; provided, however, that, in cases of necessity in the interest of public safety and convenience, the council may, by resolution, grant a permit allowing such activities during the times herein prohibited under such conditions as the council may deem proper.

City of Texarkana, Texas

Amended

Sec. 28-237. - Building operations prohibited at certain times.

The erection, including excavation, demolition, alteration or repair of any building is hereby prohibited on Sundays and between the hours of 6:00 p.m. and 7:00 a.m. on any other day; provided, however, that, in cases of necessity in the interest of public safety and convenience, the ~~council may, by resolution~~, city manager or designee, may authorize a conditional permit allowing activities otherwise prohibited under this section.

Potential Options:

Approve amendment or take no action and the existing code remains.

Fiscal Implications:

None

Staff Recommendation:

Approval of the amendment

Advisory Board/Committee Review:

"NONE"

Board/Committee Recommendation:

"NOT APPLICABLE"

Advisory Board/Committee Meeting Date and Minutes:

"NOT APPLICABLE"

Attachments

a. 2017-039 ORD Amending Ch 28 Code of Ordinances (DOC)
b. Goals & Perspectives (DOCX)
c. 2017-039 ORD Amend Ch28 of Code Bldg Construction Hours signed (PDF)

Staff Coordination

Deputy City Manager - Shirley Jaster Review	Completed	Shirley Jaster 03/29/2017 1:26 PM	Department Head Review
Municipal Prosecutor	Deborah Jones 03/30/2017 8:48 AM	Asst. City Attorney Review	Completed
Deputy City Manager - Shirley Jaster Review	Skipped	Jennifer Evans 03/30/2017 12:19 PM	Deputy City Manager
City Attorney	Jeffery C. Lewis 1:16 PM	City Attorney Review	Completed 03/30/2017
Deputy City Manager - Shirley Jaster Review	Skipped	Vicky Coopwood 03/31/2017 10:48 AM	Deputy City Manager

Deputy City Manager - Kyle Dooley Review	Completed	Kyle Dooley 03/31/2017 12:38 PM	Deputy City Manager	
Public Information Officer	03/31/2017 12:39 PM	Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	03/31/2017 3:38 PM
City Council	Jennifer Evans	Meeting	Completed	04/10/2017 6:00 PM

Meeting History

04/10/17 City Council MOVED FORWARD Next: 04/24/17
Mashell Daniel briefed this item.

PUBLISH

ORDINANCE NO. 2017 – 039

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 28, "OFFENSES AND MISCELLANEOUS PROVISIONS", SECTION 28-237, BUILDING OPERATIONS PROHIBITED AT CERTAIN TIMES; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City receives requests from developers and general contractors to allow construction to continue before and after hours designated by the Code of Ordinances of Texarkana, Texas, and

WHEREAS, City staff recommends revisions to Chapter 28 of the Code of the City of Texarkana, Texas, for ease of allowing conditional permits for construction after hours; and

WHEREAS, the City Council of the City of Texarkana, Texas, finds and determines that such revisions as set forth below are in the best interest of citizens and the City's future growth and safety.

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

SECTION 1: Chapter 28 "Offenses and Miscellaneous Provisions", Section 28-237 Building operations prohibited at certain times of the Code of the City of Texarkana, Texas, is hereby amended as the follows:

Sec. 28-237. - Building operations prohibited at certain times.

> The erection, including excavation, demolition, alteration or repair of any building is hereby prohibited on Sundays and between the hours of 6:00 p.m. and 7:00 a.m. on any other day; provided, however, that, in cases of necessity in the interest of public safety and convenience, the City Manager or designee, may authorize a conditional permit allowing activities otherwise prohibited under this section.

SECTION 2: That the City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

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

Attachment: 2017-039 ORD Amending Ch 28 Code of Ordinances [Revision 1] (1632 : 2017-039 ORD amending Ch 28 of the Code concerning

PUBLISH

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

SECTION 5: That this Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **22nd day of May, 2017**.

ATTEST:

_____	_____
JENNIFER EVANS, CITY SECRETARY	BOB BRUGGEMAN, MAYOR

Attachment: 2017-039 ORD Amending Ch 28 Code of Ordinances [Revision 1] (1632 : 2017-039 ORD amending Ch 28 of the Code concerning

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:

Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

Attachment: Goals & Perspectives (1632 : 2017-039 ORD amending Ch 28 of the Code concerning building construction hours of operation)

PUBLISH

ORDINANCE NO. 2017 – 039

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE CODE OF ORDINANCES CHAPTER 28, "OFFENSES AND MISCELLANEOUS PROVISIONS", SECTION 28-237, BUILDING OPERATIONS PROHIBITED AT CERTAIN TIMES; PROVIDING FOR A PENALTY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City receives requests from developers and general contractors to allow construction to continue before and after hours designated by the Code of Ordinances of Texarkana, Texas, and

WHEREAS, City staff recommends revisions to Chapter 28 of the Code of the City of Texarkana, Texas, for ease of allowing conditional permits for construction after hours; and

WHEREAS, the City Council of the City of Texarkana, Texas, finds and determines that such revisions as set forth below are in the best interest of citizens and the City's future growth and safety.

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

SECTION 1: Chapter 28 "Offenses and Miscellaneous Provisions", Section 28-237 Building operations prohibited at certain times of the Code of the City of Texarkana, Texas, is hereby amended as the follows:

Sec. 28-237. - Building operations prohibited at certain times.

The erection, including excavation, demolition, alteration or repair of any building is hereby prohibited on Sundays and between the hours of 6:00 p.m. and 7:00 a.m. on any other day; provided, however, that, in cases of necessity in the interest of public safety and convenience, the City Manager or designee, may authorize a conditional permit allowing activities otherwise prohibited under this section.

SECTION 2: That the City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

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

Attachment: 2017-039 ORD Amend Ch28 of Code Bldg Construction Hours signed (1632 : 2017-039 ORD amending Ch 28 of the Code

PUBLISH

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

SECTION 5: That this Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of April, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:45 p.m.

Attachment: 2017-039 ORD Amend Ch28 of Code Bldg Construction Hours signed (1632 : 2017-039 ORD amending Ch 28 of the Code

City of Texarkana, Texas

Version: A

Briefing Sheet

Update Date: 4/4/2017 9:35 AM

Lead Department:	Deputy City Manager - Kyle Dooley	**Action Officer:**	Kyle Dooley,				
Subject:	Resolution No. 2017-040 approving and adopting an amendment to the Municipal Solid Waste Collection and Transportation Agreement.						
Briefing:	4/24/2017	**Public Hearing:**	4/24/2017	**Second Briefing:**	May 8, 2017	**Council Vote:**	5/22/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

City and TWU staff met with Waste Management recently to discuss the possibility of Waste Management taking over the billing for all commercial and industrial accounts. Billing for residential accounts will not be affected and will continue to be handled through TWU.

There were two specific reasons Waste Management wanted to discuss taking over the commercial and industrial billing. One reason was to help improve the accuracy of commercial and industrial account billing. Having commercial and industrial accounts billed directly through Waste Management would reduce the possibility of errors in the monthly charges versus the actual service provided.

We also are capitalizing on the capability Waste Management has to assist in our beautification efforts with debris and trash overflow issues. By handling the commercial and industrial billing directly, Waste Management could start a program called C.L.E.A.N. Documentation about the program is attached. The goal of this program is to reduce overflowing dumpsters and illegal dumping around the dumpsters. Drivers take pictures of overflowing dumpsters or trash that has been dumped around the dumpsters. Waste Management uses those pictures and can charge repeat offenders overage service charges. Waste Management contacts the customers to recommend either more frequent pickup or larger dumpsters to help alleviate overflows.

In discussions with Waste Management and TWU, should Council approve this amendment, the target date to have Waste Management handling the commercial and industrial billing would be July 1, 2017.

Potential Options:

- Approve amendment to the contract
- Do not approve amendment to the contract

Fiscal Implications:

None

Staff Recommendation:

Staff recommends approval of the proposed amendment.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2017-040 RES Waste Management Contract Amendment (DOC)
b. 2017-040 ATTH 01 Amendment No. 1 (DOC)
c. 2017-040 ATTH 02 CLEAN Program Details (PDF)
d. 2017-040 Goals & Perspectives (DOCX)
e. 2017-040 RES Amending WM Contract Clean Program signed (PDF)

Staff Coordination

Deputy City Manager - Kyle Dooley		Kyle Dooley	Department Head Review	Completed 03/29/2017 10:04 AM
Water Utilities	JD Phillips	Review	Completed	03/29/2017 10:31 AM
Deputy City Manager - Shirley Jaster Review		Shirley Jaster Completed	Deputy City Manager	03/29/2017 2:06 PM
Deputy City Manager - Kyle Dooley Review		Kyle Dooley Completed	Deputy City Manager	03/29/2017 4:12 PM
Public Information Officer		Lisa Thompson	PIO Review	Completed 03/29/2017 4:13 PM
City Manager	John Whitson	City Manager Review	Completed	03/31/2017 9:41 AM
City Council	Jennifer Evans	Meeting	Completed	04/10/2017 6:00 PM

Meeting History

04/10/17 City Council MOVED FORWARD Next: 04/24/17

Kyle Dooley briefed this item. Doug Sims, Public Sector Solutions Manager of Waste Management, made additional comments.

RESOLUTION NO. 2017 – 040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND ADOPTING AN AMENDMENT TO THE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2016-132 authorized the City Manager to enter into an agreement with Waste Management of Texas, Inc., for refuse collection; and

WHEREAS, the current refuse collection contract with Waste Management of Texas, Inc., was signed on December 29, 2016; and

WHEREAS, City staff recommends an amendment to the agreement to allow Waste Management of Texas, Inc., to handle all commercial and industrial account billing.

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

SECTION 1: That Amendment No. 1 to the Municipal Solid Waste Collection and Transportation Agreement, as set forth in **ATTH 01**, is hereby approved and adopted in its entirety.

SECTION 2: That the City Manager is authorized to execute Amendment No. 1.

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 **22nd day of May, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2017-040 RES Waste Management Contract Amendment (1631 : 2017-040 RES amendment to the Waste Managment Contract)

ATTH 01

Amendment No. 1 to

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

(Residential/Polycarts, Commercial, Industrial and Recycling)

The City of Texarkana, Texas ("City") and Waste Management of Texas, Inc. ("Contractor"), both acting by and through their duly authorized representatives, desire to amend, as more particularly set forth below, the billing section of the Municipal Solid Waste Collection and Transportation Agreement between the City and Contractor, which took effect on March 1, 2017 ("Agreement").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, and pursuant to Section 23 of the Agreement, the parties agree to amend the Agreement as follows:

1. Section 8 of the Agreement, entitled "Billing," is hereby replaced with the following:

8. BILLING:

(a) City shall provide billing and bill collection services to all Residential Units during the term of this Agreement. Within 30 days of the end of each month during which collection services are provided by Contractor to Residential Units, Contractor shall submit to the City an invoice setting forms sums due by the City to Contractor for services rendered under this Agreement to Residential Units. City shall pay Contractor's invoices for services provided to Residential Unit Customers within thirty (30) days after City's receipt of invoice. All past due invoices shall bear interest as allowed by law.

(b) Contractor shall provide billing and bill collection services for all Commercial and Industrial Units that use Dumpsters or Polycarts for waste and recycling services. Contractor shall also provide billing and bill collection services to Commercial Units and Industrial Units that use Roll-Off Bins and/or Compactors for collection of waste. For Commercial and Industrial Customers, Contractor shall require payment of such invoices within thirty (30) days after receipt of invoice by the Customer, with past due invoices bearing interest as allowed by law.

(c) The City shall notify Contractor in writing of any Residential Unit that has failed to pay the City for waste collection services, and Contractor shall have the right to suspend service to such Customer until notified by the City to resume such services. Contractor shall have the right to suspend service to any Commercial Unit or Industrial Unit Customer that is delinquent in payment to Contractor. Contractor shall identify any suspension of service or delinquency in payments in its monthly report to City. If Contractor suspends service to a Commercial Unit or Industrial Unit Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service

Attachment: 2017-040 RES Waste Management Contract Amendment (1631 : 2017-040 RES amendment to the Waste Managment Contract)

reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated. Contractor shall provide City with a fee and/or service charge schedule applicable to this subsection (c) prior to the effective date of such fees or charges.

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

2. Capital words used in this Amendment No. 1 shall have the meaning assigned in the Agreement. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control.

3. This Amendment No. 1 shall be effective as of _____, 2017.

IT IS AGREED:

_____ Dated: _____
John Whitson
City Manager
City of Texarkana, TX

_____ Dated: _____
Rick Losa
Director, Public Sector Solutions
Waste Management of Texas, Inc.

Attachment: 2017-040 RES Waste Management Contract Amendment (1631 : 2017-040 RES amendment to the Waste Managment Contract)

ATTH 01

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Attachment: 2017-040 ATTH 01 Amendment No. 1 (1631 : 2017-040 RES amendment to the Waste Managment Contract)

Industrial Unit Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated. Contractor shall provide City with a fee and/or service charge schedule applicable to this subsection (c) prior to the effective date of such fees or charges.

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

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3. This Amendment No. 1 shall be effective as of _____, 2017.

IT IS AGREED:

_____ Dated: _____

John Whitson
City Manager
City of Texarkana, TX

_____ Dated: _____

Rick Losa
Director, Public Sector Solutions
Waste Management of Texas, Inc.

Attachment: 2017-040 ATTH 01 Amendment No. 1 (1631 : 2017-040 RES amendment to the Waste Managment Contract)

C.L.E.A.N. Texarkana

Beautification, litter abatement & optimized service

Attachment: 2017-040 ATTH 02 CLEAN Program Details (1631 : 2017-040 RES amendment

Let's C.L.E.A.N. Texarkana Together

Helping communities avoid situations that can cause…

Storm Water Runoff Issues

Unsightly Litter & Odors

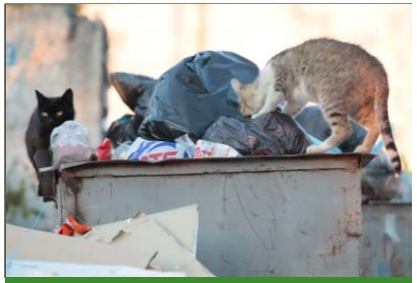
Issues for Business & Community Appeal

Unbalanced Cost Burden across Business Community

Lost Recycling/Diversion Opportunities

Illegal Dumping Hotspots

Safety Concerns for Employees & Residents



Pests & Other Vectors

WASTE MANAGEMENT

Attachment: 2017-040 ATTH 02 CLEAN Program Details (1631 : 2017-040 RES amendment

C.L.E.A.N. Texarkana

Your personal waste consultant

C

COMMUNITY
Community aesthetics and pride starts with well-maintained and proper use of waste and recycling containers

L

LITTER
The C.L.E.A.N. program identifies overflowing bins and illegal dumping to assist the city in litter reduction

E

ENVIRONMENTAL PROTECTION
Prevent storm water run-off issues related to trash. Identify recycling opportunities to increase diversion and participation

A

AWARENESS
Awareness is the first step to behavior change — the C.L.E.A.N. program notifies the customer of trash overages to help businesses optimize waste solutions

N

NOTICE
Customers receive a notice that their trash bin(s) are overflowing and are typically contacted by a Waste Management consultant

Attachment: 2017-040 ATTH 02 CLEAN Program Details (1631 : 2017-040 RES amendment

WASTE MANAGEMENT

C.L.E.A.N. Texarkana

Proactively keeps your business community safe and clean

Before

After

WM drivers use onboard computers to take a digital picture of waste materials surrounding or blocking the waste bin

Driver collects all materials in bin and around enclosure leaving the area neat and tidy

After the picture is transmitted for review, specialized team members evaluate the business's waste and recycling services

Customer receives overage service charge on their invoice

WM consultant contacts the customer to present recommendations –such as a larger bin, recycling containers, or more frequent pickups to solve overflow problem

WASTE MANAGEMENT

Attachment: 2017-040 ATTH 02 CLEAN Program Details (1631 : 2017-040 RES amendment

Promoting Health, Cleanliness & Safety

Taking action to clean your community

The C.L.E.A.N program drives behavior change.

On average, 10% of businesses in the City make up 80% of overages.

Tracking, immediate action and outreach to repeat offenders can have big results for the health, cleanliness and safety of your city.

Attachment: 2017-040 ATTH 02 CLEAN Program Details (1631 : 2017-040 RES amendment

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: 2017-040 Goals & Perspectives (1631 : 2017-040 RES amendment to the Waste Managment Contract)

RESOLUTION NO. 2017 – 040

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND ADOPTING AN AMENDMENT TO THE MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 2016-132 authorized the City Manager to enter into an agreement with Waste Management of Texas, Inc., for refuse collection; and

WHEREAS, the current refuse collection contract with Waste Management of Texas, Inc., was signed on December 29, 2016; and

WHEREAS, City staff recommends an amendment to the agreement to allow Waste Management of Texas, Inc., to handle all commercial and industrial account billing.

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

SECTION 1: That Amendment No. 1 to the Municipal Solid Waste Collection and Transportation Agreement, as set forth in **ATTH 01**, is hereby approved and adopted in its entirety.

SECTION 2: That the City Manager is authorized to execute Amendment No. 1.

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 **24th day of April, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:47 p.m.

Attachment: 2017-040 RES Amending WM Contract Clean Program signed (1631 : 2017-040 RES amendment to the Waste Managment Contract)

ATTH 01

Amendment No. 1 to

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

(Residential/Polycarts, Commercial, Industrial and Recycling)

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Attachment: 2017-040 RES Amending WM Contract Clean Program signed (1631 : 2017-040 RES amendment to the Waste Managment Contract)

Industrial Unit Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated. Contractor shall provide City with a fee and/or service charge schedule applicable to this subsection (c) prior to the effective date of such fees or charges.

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2. Capital words used in this Amendment No. 1 shall have the meaning assigned in the Agreement. Nothing contained herein shall be deemed to amend or modify the Agreement, except as expressly set forth herein. In the event of a conflict between the terms of the Agreement and this Amendment No. 1, the terms of this Amendment No. 1 shall control.

3. This Amendment No. 1 shall be effective as of 3 MAY, 2017.

IT IS AGREED:

John A Whitson

John Whitson
City Manager
City of Texarkana, TX

Dated: 3 MAY 17

Rick Losa
Director, Public Sector Solutions
Waste Management of Texas, Inc.

Dated: 5/1/2017

Attachment: 2017-040 RES Amending WM Contract Clean Program signed (1631 : 2017-040 RES amendment to the Waste Managment Contract)

City of Texarkana, Texas

Version: B

Briefing Sheet

Update Date: 4/4/2017 9:34 AM

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

Subject: Resolution No. 2017-041 approving and authorizing the City Manager to enter into a one (1) year contract with four (4) additional one (1) year renewal options with DAM Investments, LLC, dba US Lawns of Texarkana, LLC, to supply mowing and landscaping services for selected city parks and University Avenue in an amount not to exceed $148,757.10.

Briefing: 4/24/2017	**Public Hearing:** 4/24/2017	**Second Briefing:** May 8, 2017	**Council Vote:** 5/22/2017
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Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Date Invitation for Bids (IFB) : March 5, 2017 (see ATTH 01)
IFB Number: 17-1901-07
Dates published in Texarkana Gazette: March 5 and 12, 2017
Bids Received from:
DAM Investments dba US Lawns of Texarkana LLC (ATTH 02)
3D Farms LLC dba in Texas as A3D Farms LLC (ATTH 03)
Bid opening Date: March 22, 2017
Lowest Responsive Bidder: DAM Investments dba US Lawns of Texarkana LLC
Contractor's past performance with the city: Satisfactory
Budget: Funds are available in Public Works Street Department General Fund Budget for FY17
Policy Exceptions: None

Scope of Work: Mowing of Selected City Parks (Spring Lake Park, Grady T. Wallace Park, Bringle Lake East and West Parks) and University Avenue

Potential Options:

- Approve Contract
- Deny Contract

Fiscal Implications:

Funding for this is available in the FY17 Street Department General Fund Budget

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. 2017-041 RES Mowing selected parks and University Avenue (DOC)
b. 2017-041 Exhibit A - Bid Comparison (XLS)
c. 2017-041 ATTH 01 Mowing Bid (DOCX)
d. 2017-041 ATTH 02 DAM Investments Bid (PDF)
e. 2017-041 ATTH 03 3D Farms BId (PDF)
f. 2017-041 Goals & Perspectives (DOCX)
g. 2017-041 RES DAM Investments Contract Parks & Univ Mowing signed (PDF)

Staff Coordination

Public Works Department	Completed	Dusty Henslee 03/29/2017 11:14 AM	Department Head Review	
Purchasing and Contracting	Completed	Sharon Moore 03/29/2017 11:28 AM	Purchasing Review	
Finance Department	Kristin Peeples	Finance Review	Completed	03/29/2017 1:11 PM
Deputy City Manager - Shirley Jaster Review	Completed	Shirley Jaster 03/29/2017 1:36 PM	Deputy City Manager	
Deputy City Manager - Kyle Dooley Review	Completed	Kyle Dooley 03/29/2017 1:53 PM	Deputy City Manager	
Public Information Officer	03/29/2017 3:28 PM	Lisa Thompson	PIO Review	Completed
City Manager	John Whitson	City Manager Review	Completed	03/31/2017 9:54 AM
City Council	Jennifer Evans	Meeting	Completed	04/10/2017 6:00 PM

Meeting History

04/10/17 City Council MOVED FORWARD Next: 04/24/17
Dusty Henslee briefed this item.

RESOLUTION NO. 2017-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH FOUR (4) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS WITH DAM INVESTMENTS, LLC DBA US LAWNS OF TEXARKANA, LLC, TO SUPPLY MOWING AND LANDSCAPING SERVICES FOR SELECTED CITY PARKS AND UNIVERSITY AVENUNE IN AN AMOUNT NOT TO EXCEED $148,757.10; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the need exists for mowing and landscaping services for selected city properties in the City of Texarkana, Texas; and

WHEREAS, on March 22, 2017, two (2) bids were received to supply mowing and landscaping services for selected city parks and University Avenue; and

WHEREAS, Spring Lake Park, Grady T. Wallace Park, Bringle Lake Park East, Bringle Lake Park West, and University Avenue from Richmond Road to Shilling Road were the properties shown in the bid; and

WHEREAS, the best bid by a responsible bidder meeting specifications to supply mowing and landscaping services for selected city properties of the City of Texarkana, Texas, was submitted by DAM Investments, LLC, dba US Lawns of Texarkana, LLC, in an amount not to exceed $148,757.10; for one (1) year with four (4) additional one (1) year renewal options; and

WHEREAS, funds are available in the Street Department FY 2017 general fund budget.

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

SECTION 1: That the responsible bidder with the lowest and best bid to supply mowing and landscaping services for various facilities of the City of Texarkana, Texas, on the bid sheet attached hereto as **Exhibit "A",** is hereby declared to be DAM Investments LLC. dba US Lawns of Texarkana, LLC with a bid in an amount not to exceed $148,757.10.

SECTION 2: That the City Manager be and is hereby authorized to enter into a one (1) year contract with four (4) additional one (1) year renewal options with DAM Investments LLC. dba US Lawns of Texarkana, LLC.

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

PASSED AND APPROVED in Regular Council Session on this the **22nd day of May, 2017**.

–

Attachment: 2017-041 RES Mowing selected parks and University Avenue (1633 : 2017-041 RES contract for mowing selected parks and

_____
BOB BRUGGEMAN, MAYOR

ATTEST:

_____
JENNIFER EVANS, CITY SECRETARY

Attachment: 2017-041 RES Mowing selected parks and University Avenue (1633 : 2017-041 RES contract for mowing selected parks and

Bid Tabulation

for

Mowing and Landscaping Services for Selected City Parks and University Avenue

EXHIBIT "A"

Item #	Description	Qty.	U/M	DAM Investments US Lawns of Texarkana Texarkana, AR		3D Farms Texarkana, TX	
				Unit Price	Total	Unit Price	Total
1	Spring Lake Park	6	Months	$13,605.67	$81,634.02	$31,000.00	$186,000.00
2	Grady T. Wallace Park	6	Months	$5,771.67	$34,630.02	$13,100.00	$78,600.00
3	Bring Lake Park East	6	Months	$1,989.17	$11,935.02	$3,900.00	$23,400.00
4	Bring Lake Park West	6	Months	$1,326.17	$7,957.02	$3,300.00	$19,800.00
5	University Avenue (Richmond Road to Shilling)	6	Months	$2,100.17	$12,601.02	$3,900.00	$23,400.00
	TOTAL				$148,757.10		$331,200.00

Attachment: 2017-041 RES Mowing selected parks and University Avenue (1633 : 2017-041 RES contract for mowing selected parks and

Bid Tabulation
for
Mowing and Landscaping Services for Selected City Parks and University Avenue

EXHIBIT "A"

Item #	Description	Qty.	U/M	DAM Investments US Lawns of Texarkana Texarkana, AR		3D Farms Texarkana, TX	
				Unit Price	Total	Unit Price	Total
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2	Grady T. Wallace Park	6	Months	$5,771.67	$34,630.02	$13,100.00	$78,600.00
3	Bring Lake Park East	6	Months	$1,989.17	$11,935.02	$3,900.00	$23,400.00
4	Bring Lake Park West	6	Months	$1,326.17	$7,957.02	$3,300.00	$19,800.00
5	University Avenue (Richmond Road to Shilling)	6	Months	$2,100.17	$12,601.02	$3,900.00	$23,400.00
	TOTAL				$148,757.10		$331,200.00

Attachment: 2017-041 Exhibit A - Bid Comparison (1633 : 2017-041 RES contract for mowing selected

SUBMIT BID TO: CITY OF TEXARKANA, TEXAS PURCHASING DEPT. MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 2ND FLOOR 220 TEXAS BOULEVARD TEXARKANA, TEXAS 75501	***CITY OF TEXARKANA, TEXAS***
CONTACT PERSON: **Sharon Moore**	
TEL: 903–798-3976 FAX: 903-798-3922 moores@txkusa.org	

TITLE: **Select Parks and University Avenue Mowing Contract**	IFB NUMBER: **17-1901-07**	SUBMITTAL DEADLINE: **March 22, 2017 @ 2:00 pm**
PRE BID DATE, TIME AND LOCATION: **A MANDATORY Pre bid meeting will be held at Public Work Conference Room, 919 Elm Street, on March 14, 2017 at 10:00 A.M.**		
Enter Respondent Name:		
Enter Mailing Address:		
Enter the following information: ***Telephone Number: ( )_____ - _____*** ***Fax Number: ( )_____ - _____*** ***Email Address:*** _____		
Delivery in _____ days after receipt of order.		

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

_____ _____
Authorized Signature **Title**

_____ _____
Print/Type Name **Date**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
FAX RESPONSES WILL NOT BE ACCEPTED

Attachment: 2017-041 ATTH 01 Mowing Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

PART I
BID FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

SELECT PARKS & UNIVERSITY AVENUE MOWING AND LAWN MAINTENANCE

	Mowing Site and type of Service	Estimated Months (April to September)	Unit Cost	Total
1.	Spring Lake Park- mowing and trimming	6		
2.	Grady T. Wallace Park- mowing and trimming	6		
3.	Bringle Lake Park East – mowing and trimming	6		
4.	Bringle Lake Park West – mowing and trimming	6		
5.	University Avenue-mowing and trimming	6		
	TOTAL			

Bidders Name_____Signature_____

Attachment: 2017-041 ATTH 01 Mowing Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

List 3 references of Commercial Mowing experience you currently mow.

REFERENCES

1. Point of Contact _____ Phone Number _____
   Name of Business _____

2. Point of Contact _____ Phone Number _____
   Name of Business _____

3. Point of Contact _____ Phone Number _____
   Name of Business _____

Bidders Name_____Signature_____

Attachment: 2017-041 ATTH 01 Mowing Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

List make, model and year of required equipment and list any additional equipment that you have available:

EQUIPMENT LISTING

Equipment Type	Make/ Model	Year
Truck or Vehicle		
Truck or Vehicle		
Chain Saw		
Chain Saw		
Trailer		
Tractor		
Tractor		
Tractor		
Tractor		
Trimmer		
Trimmer		
Trimmer		
Residential Mower		
Other Equipment		
Other Equipment		
Other Equipment		

Bidders Name_____ Signature_____

Attachment: 2017-041 ATTH 01 Mowing Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

PART II

GENERAL CONDITIONS

****** PLEASE READ CAREFULLY ******

THESE GENERAL CONDITIONS APPLY TO ALL BIDS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT. THE CITY SHALL MEAN THE CITY OF TEXARKANA, TEXAS.

1. **REQUIRED INFORMATION:** The bid form section of the bid packet must be completed prior to the date and time set for the bid opening and included with the bid packet or the vendor will be found non-responsive.

2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid packet submitted and subsequent purchase order or contract.

3. **ERROR-QUANTITY:** Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

4. **AWARD:** The City of Texarkana, Texas reserves the right to accept or reject any and all bids in whole or in part and waive any minor technicality and enter into contract deemed to provide the **best value** to the City.
The City of Texarkana, Texas reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

4.1 The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Texarkana, Texas. In determining the best value for the City of Texarkana, Texas, the City may consider:

(a) The purchase price;

(b) The reputation of the bidder and of the bidder's goods or services;

(c) The quality of the bidder's goods or services;

(d) The extent to which the goods or services meet the City's needs;

(e) The bidder's past relationship with the City;

(f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities;

(g) The total long-term cost to the City to acquire goods or services; and

(h) Any relevant criteria specifically listed in the Invitation to Bid.

4.2 All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Conditions may result in disqualification of bid.

4.3 In case of tie bids, preference will be given to local bidders.

4.4 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

Responsible Bidder Criteria: The City shall consider only responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible Bidder.

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5. **INVOICES:** Invoices shall be submitted by the successful bidder to the City of Texarkana, Texas, Public Works, P. O. Box 1967, Texarkana, Texas 75504

6. **PAYMENT TERMS:** Net 30 days.

7. **TAXES:** The City of Texarkana, Texas is exempt from Federal Manufacturer's excise and state sales tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.

8. **DELIVERY PROMISE:** Bids must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.

9. **FUNDING:** The City of Texarkana, Texas is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

10. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Department.

11. **LATE BIDS:** Bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Texarkana, Texas is not responsible for the lateness of mail carrier, weather conditions, etc.

12. **ALTERING BIDS**: Bid prices cannot be altered or amended after submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

13. **WITHDRAWAL OF BIDS**: A bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of Purchasing Director, and bidder so agrees upon submittal of bid.

14. **CHANGE ORDERS**: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Texarkana, Texas.

15. **ADDENDA**: Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Texarkana, Texas Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

16. **Contractor shall release, defend, indemnify and hold harmless the City** and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend City against all such claims.
In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to

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defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense council on its own behalf, and contractor shall be liable for all costs incurred by City.

17. **TERMINATION**: The City of Texarkana, Texas reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise perform in accordance with these specifications or 3) the City of Texarkana may terminate this contract for any reason with 30 days written notice.

18. **VENUE:** This agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Bowie County, Texas.

19. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City charter, and City code of conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service".

20. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any bid, quotation, or proposal.

21. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

22. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Texarkana, Texas purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

23. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of god, or public enemy, fire, or flood.

24. **PRICE:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

25. **CONFLICT OF INTEREST:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana, Texas.

By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of

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value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

26. **PERMITS:** Successful bidder is responsible for obtaining any and all City permits when job requires.

27. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed after January 1, 2006. The disclosures must be filed by vendors or potential vendors to local government entities. The new requirements are set forth in a new Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

A "local government entity" includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A "local government officer" means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., Room 102, Texarkana, Texas 75504 a Conflict of Interest Questionnaire that describes, among other things,

28. DISCLOSING "INTERESTED PARTIES" TO A CONTRACT, HB1295

A governmental entity (the City) or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

"controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

(1) A list of each interested party for the contract of which the contracting business entity is aware; and

(2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions. https://www.ethics.state.tx.us/tec/1295-info.htm

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affiliations or business relationships with City of Texarkana, Texas officers, or certain family members or other businesses of the City of Texarkana, Texas officer, and certain employees or other contractors of the City of Texarkana, Texas with which such persons do business.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2016. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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PART III
TERMS AND CONDITIONS

BID REQUIREMENTS

1.1 PURPOSE: This specification is for mowing and debris cleanup of code enforcement weed lots, rough mowing, and turf mowing for the City of Texarkana, Texas. The purpose is to establish a contract for mowing throughout the City.

1.2 CONTRACT: This contract is for a 6-month period (April 1, 2017 to September 30, 2017) and may be renewed for four additional 6-month periods. Such renewal shall be at the same terms and conditions and should be agreed to in writing by both parties prior to the expiration date. Prices shall be fixed for the first 6-month period of the contract.

1.3 RENEWAL OPTIONS: The City has the right and option to extend the term of the agreement for four additional 6-month periods upon the same terms and conditions. The City also has the right and option to terminate the agreement upon thirty (30) days written notice.

1.4 TYPE OF BID: This is a "firm price" type bid. Prices will be firm for one year. After the initial year any request for a price increase may be submitted for review by the Purchasing Director. The vendor may ask for one price increase per year. All documentation necessary to review and analyze the request must be submitted to the City of Texarkana, Texas Purchasing Manager. A request for a price increase will only take effect after being authorized by the Purchasing Manager. The City of Texarkana, Texas will accept or reject a price increase within 5 working days after receipt of notice. If increase is rejected, the contractor may cancel the contract by giving seven days written notice. Old prices must be honored on orders approved up to the date of formal notice of cancellation from contractor. Any price increase will not become effective until the Purchasing Department issues a written acceptance letter

1.5 INDEPENDENT CONTRACTOR: CONTRACTOR acknowledges that CONTRACTOR is an independent contractor of the City and that CONTRACTOR shall not be an employee, agent, official or other representative of the City. CONTRACTOR shall not represent, either expressly or through implication, that CONTRACTOR is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the CONTRACTOR.

1.6 The City will award the contract to one (1) Contractor. The quantities listed in this bid are estimates. The City does not guarantee this amount or any amount to be included in this contract. The City may choose not to award the bid or award items one through five depending on what budget will allow.

1.6 UNSATISFACTORY PERFORMANCE: The City may consider the following performance by the vendor as unsatisfactory performance. Unsatisfactory performance is grounds for contract termination. An unsatisfactory performance determination shall not be limited to the following:

(A) In excess of one "call back" to correct unsatisfactory mowing or cleanup for the same mowing within 30 consecutive calendar days.

1.7 LIABILITY

The contractor shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, including city employees, contractor's employees, and

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any other persons, on or adjacent to the work site. All work shall be performed entirely at contractor's risk. Claims that the CONTRACTOR has damaged property of a CITIZEN must be taken care of promptly. City involvement in your claims in not an option and non-payment of claims will be a reason for termination of this agreement.

1.8 EQUIPMENT:

Contractor **shall fill out the equipment listing included in this bid. List all equipment that will be used by the contractor** to perform under the terms of this contract. The list shall include the year, make and model for each item, such as vehicles, tractors, trailers, lawnmowers, chainsaws, weed eaters etc.

1.9 INSURANCE REQUIREMENTS:

Prior to the award of this contract by the City and before commencing work, the successful bidder shall be required, at his own expense, to furnish the City of Texarkana, Texas, Purchasing Manager within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has 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.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $5,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.

(b) Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits of $100,000 per each accident/$1,000,000 by disease aggregate\$1,000,000 by disease each employee.

(c) Commercial Automobile 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.

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. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the City.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

(1) The City shall be named as an additional insured with respect to general liability.

(2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.

(3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

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(4) All insurance policies shall be endorsed to the effect that the City will receive at least 10 days notice prior to cancellation, non-renewal or termination of the insurance.

(5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

1) A financial rating of A:VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.

2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance 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 it's authorized agent, and shall contain provisions representing and warranting the following:

1) The insurance set forth by the insurance company is underwritten on forms, which have been approved by the Texas State Board of Insurance.

2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

1.10 EXPERIENCE

1) The awarded contractor must have at least 3 years prior experience in the commercial mowing business and shall attach references.

2) The awarded contractor must employ a staff of at least 4 personnel for a total of 5, which includes the contractor.

1.10 CONTRACTOR IDENTIFICATION

1) All contractor's employees must wear uniforms noting that they are the employees of the contractor's company.
2) All contractor's must have their company logo on all vehicles.

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PART IV
SPECIFICATIONS

1. SCOPE OF WORK:

Furnish all equipment and labor for the annual requirements of turf mowing for the City of Texarkana, Texas. Turf mowing is for specific city owned properties. This contract will run from **April 1, 2017 to September 30, 2017.**

2. PERFORMANCE STANDARDS AND SPECIFICATIONS:

FINISH MOWING AND TRIMMING OF CITY PROPERTIES

The Contractor is to provide all supervision, labor, materials, supplies and equipment necessary to properly maintain all sites as described in these specifications. Contractor is to insure that no activity shall be undertaken that will in any way disrupt, inconvenience or endanger the public, either pedestrian or vehicular.

A Property Locations:

Spring Lake Park
Grady T. Wallace Park
Bringle Lake Park West
Bringle Lake Park East
University Avenue-Richmond Road to Shilling Lane

All properties will be mowed prior to holidays when citizens frequent the area. The Contractor may also be required to mow properties prior to special events.

Spring Lake Park - (approx. 115 acres) turf mowing and trimming. This area includes everything inside Spring Lake Park as shown on the attached map.

Grady T. Wallace Park - (approx. 50 acres) turf mowing and trimming. This area includes everything inside Grady T. Wallace as shown on the attached map.

Bringle Lake Park East - (approx. 9 acres) turf mowing and trimming. This area includes everything inside Bringle Lake Park East as shown on the attached map.

Bringle Lake Park West - (approx. 7 acres) turf mowing and trimming. This area includes everything inside Bringle Lake Park West as shown on the attached map. Contractor shall turn mow one swipe outside fence.

University Avenue from Richmond Road to Shilling Lane - (approx. 12 acres) turf mowing and trimming. This area includes everything along University Avenue inside ROW as shown on the attached map.

B Mowing Definitions:

Turf Mowing: The Contractor shall mow to a height of 2 ½" plus/minus ½". Mower blades shall be sharp. Wet grass should be avoided when possible.

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Rough Mowing: The Contractor shall mow to a height of 3 ½" plus/minus ½". Mower blades shall be sharp. Wet grass should be avoided when possible.

C Mowing Frequency:
The contractor will mow each area every week. Depending on the growing rate, it may be necessary for the contractor to mow more than once a week during the peak of growing season. The City does not guarantee any cycles will be mowed. Cycles shown on this bid are estimates. All properties will be mowed prior to holidays when citizens frequent the area. The Contractor may also be required to mow properties prior to special events.

D Edging and Trimming:
The Contractor shall edge and trim along all median curbs, roadway curbs, sidewalks, paths, barrier walls, landscape edging, fences, walls, poles, posts, pedestals, drainage structures and trimming around trees. Clippings shall be cleaned off sidewalks, paths and pavement using blower type machines the same day the trimming is done. All grass and weeds growing in cracks in the curbs, sidewalks, and other concrete structures shall be sprayed with an approved chemical herbicide as needed. Contractor may spray around fences and guardrail posts with an approved chemical herbicide as needed. Contractors must be licensed and submit a copy of that license to spray chemical herbicides.

E Cleanup:
The Contractor shall be responsible for the immediate clean up of debris thrown or dragged by his equipment onto adjacent property and roadways.

Prior to the start of each mowing, the Contractor shall inspect the area to be mowed for debris or litter that will interfere with the mowing process. If any area has large debris, excessive litter or it can not be mowed with the commercial equipment as listed herein, the Contractor shall notify the Public Works Division at 903-798-3948.

Sidewalks, paths and roadways shall be cleared of grass clumps (swept or blown) the same day the mowing is done.

F The Contractor shall mow within approximately 6" of any obstruction (signs, fences, etc.) in the right of way, unless specifically waived by the City of Texarkana, Texas. Any damage to utilities, signs, etc., shall be reported by the Contractor in writing within 24 hours to the Purchasing Division. The Contractor shall be responsible for damage caused by his equipment. Some detention areas may not be able to be mowed during the regular mowing cycle due to ponding of water or excessively soft ground. At the first available opportunity, the Contractor shall mow these areas to the waterline with a rotary type mower set at 5". The area shall present a neat appearance free from ruts and grass clumps.

G The City will not pay for mowing that is done at such a high rate of speed as to cause the grass to be torn or laid over.

H The City of Texarkana, Texas requires that the entire location be cut each time. No partial cuts or partial payments will be made, unless specifically agreed to by both parties prior to the partial mowing.

I Inspection and Payment:
The Contractor shall be responsible for contacting the City's point of contact to inform of all cutting activities and when work has been completed, so inspections can be performed by the City. Invoices may be submitted at this time, although payment will not be generated until inspections are complete.

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J Hours of Work:
Work may be done only during normal working hours: 7:00 A.M. to 5:00 P.M., Monday through Saturday. No work is to be done on Sunday or City holidays.

K Unsatisfactory Performance:
The contractor agrees to correct within three (3) working days after notification of any work previously performed that does not meet the City's specifications. Where necessary, an agent or employee of the City shall meet the Contractor during normal working hours at the subject location to indicate discrepancies in the work performed. If unsatisfactory performance continues the Contractor may be in default of contractual obligations.

L Contractor Competency:
The Contractor agrees, during the period of the contract, to maintain the necessary facilities, abilities, equipment and financial resources to perform the work contemplated herein in a manner satisfactory to the City, and within the time specified; and that the Contractor shall secure and maintain all licenses and permits which may be required during the period of this contract and further agrees to comply with all applicable federal, state and local laws and regulations during the performance of this contract.

Attachment: 2017-041 ATTH 01 Mowing Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

SUBMIT BID TO: CITY OF TEXARKANA, TEXAS PURCHASING DEPT. MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 2ND FLOOR 220 TEXAS BOULEVARD TEXARKANA, TEXAS 75501	*CITY OF TEXARKANA, TEXAS*
CONTACT PERSON: **Sharon Moore**	
TEL: 903–798-3976 FAX: 903-798-3922 moores@txkusa.org	

TITLE:	IFB NUMBER:	SUBMITTAL DEADLINE:
Select Parks and University Avenue Mowing Contract	**17-1901-07**	**March 22, 2017 @ 2:00 pm**

PRE BID DATE, TIME AND LOCATION:
A MANDATORY Pre bid meeting will be held at Public Work Conference Room, 919 Elm Street, on March 14, 2017 at 10:00 A.M.

Enter Respondent Name:

Dwight Mowery for DAM Investments DBA US Lawns of Texarkana LLC

Enter Mailing Address:

908 Spruce Street

Texarkana, TX 75501

Enter the following information:

Telephone Number: (903)306-0549_____ - _____

Fax Number: (903)306-1777_____ - _____

Email Address: _Dwight.Mowery@USLawns.net_____

Delivery in _____ days after receipt of order.

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

Authorized Signature — Owner

Dwight A. Mowery — Title

Print/Type Name — 3-20-2017 Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
FAX RESPONSES WILL NOT BE ACCEPTED

Attachment: 2017-041 ATTH 02 DAM Investments Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

PART I
BID FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

SELECT PARKS & UNIVERSITY AVENUE MOWING AND LAWN MAINTENANCE

	Mowing Site and type of Service	Estimated Months (April to September)	Unit Cost	Total
1.	Spring Lake Park- mowing and trimming	6	$13,605.67	$81,634.00
2.	Grady T. Wallace Park- mowing and trimming	6	$5,771.67	$34,630.00
3.	Bringle Lake Park East - mowing and trimming	6	$1,989.17	$11,935.00
4.	Bringle Lake Park West - mowing and trimming	6	$1,326.17	$7,957.00
5.	University Avenue-mowing and trimming	6	$2,100.17	$12,601.00
	TOTAL		$24,792.85	$148,757.10

Bidders Name;___Dwight Mowery _____ Signature _____

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List 3 references of Commercial Mowing experience you currently mow.

REFERENCES

1. Point of Contact __Jon Miller_____Phone Number 903-832-4076_____
   Name of Business __College Hill Shopping Center_____

2. Point of Contact ___Barry Murdock_____Phone Number _870-772-1401_____
   Name of Business ___Texarkana Arkansas School District No.7_____

3. Point of Contact ___Brad Thomas_____Phone Number 903-908-0404_____
   Name of Business ___East Funeral Homes_____

Bidders Name: Dwight Mowery_____Signature_____

Attachment: 2017-041 ATTH 02 DAM Investments Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

List make, model and year of required equipment and list any additional equipment that you have available:

EQUIPMENT LISTING

Equipment Type	Make/ Model	Year
Truck or Vehicle	GMC Extended Cab 2500 HD Pick Up	2012
Truck or Vehicle	Mitsubishi 14ft dove tail box truck	
Truck or vehicle	Izuzu 14ft Box Truck	
Truck or vehicle	Assorted ¾ ton trucks x 7 (Total of 9 trucks)	
Trailer	18ft Low side landscape trailer x2	2012
Trailer	16ft High side Landscape Trailers x 3	2014/2015
Tractor	Mahindra 1533	2016
	Front loader	2016
	5ft bush hog	2016
	Front brush implement / 5 ft tiller	2016
Shop Location	908 Spruce St Texarkana Tx (Close to all parks)	2016
Trimmers (18-25)	ECHO Commercial Grade model #2620	2016 / 2017
Blowers (16)	ECHO 770 Commercial Back Pack Blowers	2016 / 2017
Stick Edger's (5)	ECHO Commercial Grade Stick Edger's	2016 / 2017
Chain saws / Pole Saws (4)	ECHO Commercial Grade	2016 / 2017
Zero Turn Mowers	We currently have (17) various commercial zero turn mowers from 48" decks to 72" decks.	2014-2017

Bidders Name Dwight Mowery_____ Signature _____

Attachment: 2017-041 ATTH 02 DAM Investments Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

PART II

GENERAL CONDITIONS

****** PLEASE READ CAREFULLY ******

THESE GENERAL CONDITIONS APPLY TO ALL BIDS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT. THE CITY SHALL MEAN THE CITY OF TEXARKANA, TEXAS.

1. **REQUIRED INFORMATION:** The bid form section of the bid packet must be completed prior to the date and time set for the bid opening and included with the bid packet or the vendor will be found non-responsive.

2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid packet submitted and subsequent purchase order or contract.

3. **ERROR-QUANTITY:** Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.

4. **AWARD:** The City of Texarkana, Texas reserves the right to accept or reject any and all bids in whole or in part and waive any minor technicality and enter into contract deemed to provide the **best value** to the City.
The City of Texarkana, Texas reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

4.1 The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Texarkana, Texas. In determining the best value for the City of Texarkana, Texas, the City may consider:

(a) The purchase price;

(b) The reputation of the bidder and of the bidder's goods or services;

(c) The quality of the bidder's goods or services;

(d) The extent to which the goods or services meet the City's needs;

(e) The bidder's past relationship with the City;

(f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities;

(g) The total long-term cost to the City to acquire goods or services; and

(h) Any relevant criteria specifically listed in the Invitation to Bid.

4.2 All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Conditions may result in disqualification of bid.

4.3 In case of tie bids, preference will be given to local bidders.

4.4 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

Responsible Bidder Criteria: The City shall consider only responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity

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necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible Bidder.

5. **INVOICES:** Invoices shall be submitted by the successful bidder to the City of Texarkana, Texas, Public Works, P. O. Box 1967, Texarkana, Texas 75504

6. **PAYMENT TERMS:** Net 30 days.

7. **TAXES:** The City of Texarkana, Texas is exempt from Federal Manufacturer's excise and state sales tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.

8. **DELIVERY PROMISE:** Bids must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.

9. **FUNDING:** The City of Texarkana, Texas is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.

10. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Purchasing Department.

11. **LATE BIDS:** Bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Texarkana, Texas is not responsible for the lateness of mail carrier, weather conditions, etc.

12. **ALTERING BIDS**: Bid prices cannot be altered or amended after submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

13. **WITHDRAWAL OF BIDS**: A bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of Purchasing Director, and bidder so agrees upon submittal of bid.

14. **CHANGE ORDERS**: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Texarkana, Texas.

15. **ADDENDA**: Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Texarkana, Texas Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they will be declared non-responsive.

16. **Contractor shall release, defend, indemnify and hold harmless the City** and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible

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(hereinafter "claims"). Contractor is expressly required to defend City against all such claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such time period, City shall have the right to retain defense council on its own behalf, and contractor shall be liable for all costs incurred by City.

17. **TERMINATION**: The City of Texarkana, Texas reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise perform in accordance with these specifications or 3) the City of Texarkana may terminate this contract for any reason with 30 days written notice.

18. **VENUE:** This agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Bowie County, Texas.

19. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City charter, and City code of conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service".

20. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any bid, quotation, or proposal.

21. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

22. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Texarkana, Texas purchasing guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and, according to state law; all bids received will be available for inspection at that time.

23. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of god, or public enemy, fire, or flood.

24. **PRICE:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

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25. **CONFLICT OF INTEREST:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana, Texas.

By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

26. **PERMITS:** Successful bidder is responsible for obtaining any and all City permits when job requires.

27. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed after January 1, 2006. The disclosures must be filed by vendors or potential vendors to local government entities. The new requirements are set forth in a new Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

A "local government entity" includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A "local government officer" means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., Room 102, Texarkana, Texas 75504 a Conflict of Interest Questionnaire that describes, among other things,

28. <u>DISCLOSING "INTERESTED PARTIES" TO A CONTRACT, HB1295</u>

A governmental entity (the City) or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

"controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

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(1) A list of each interested party for the contract of which the contracting business entity is aware; and

(2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions. https://www.ethics.state.tx.us/tec/1295-info.htm

affiliations or business relationships with City of Texarkana, Texas officers, or certain family members or other businesses of the City of Texarkana, Texas officer, and certain employees or other contractors of the City of Texarkana, Texas with which such persons do business.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2016. A violation of the filing requirements is a Class C misdemeanor.

The Conflict of Interest Questionnaire (Form CIQ) may be downloaded from http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

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PART III
TERMS AND CONDITIONS

BID REQUIREMENTS

1.1 PURPOSE: This specification is for mowing and debris cleanup of code enforcement weed lots, rough mowing, and turf mowing for the City of Texarkana, Texas. The purpose is to establish a contract for mowing throughout the City.

1.2 CONTRACT: This contract is for a 6-month period (April 1, 2017 to September 30, 2017) and may be renewed for four additional 6-month periods. Such renewal shall be at the same terms and conditions and should be agreed to in writing by both parties prior to the expiration date. Prices shall be fixed for the first 6-month period of the contract.

1.3 RENEWAL OPTIONS: The City has the right and option to extend the term of the agreement for four additional 6-month periods upon the same terms and conditions. The City also has the right and option to terminate the agreement upon thirty (30) days written notice.

1.4 TYPE OF BID: This is a "firm price" type bid. Prices will be firm for one year. After the initial year any request for a price increase may be submitted for review by the Purchasing Director. The vendor may ask for one price increase per year. All documentation necessary to review and analyze the request must be submitted to the City of Texarkana, Texas Purchasing Manager. A request for a price increase will only take effect after being authorized by the Purchasing Manager. The City of Texarkana, Texas will accept or reject a price increase within 5 working days after receipt of notice. If increase is rejected, the contractor may cancel the contract by giving seven days written notice. Old prices must be honored on orders approved up to the date of formal notice of cancellation from contractor. Any price increase will not become effective until the Purchasing Department issues a written acceptance letter

1.5 INDEPENDENT CONTRACTOR: CONTRACTOR acknowledges that CONTRACTOR is an independent contractor of the City and that CONTRACTOR shall not be an employee, agent, official or other representative of the City. CONTRACTOR shall not represent, either expressly or through implication, that CONTRACTOR is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the CONTRACTOR.

1.6 The City will award the contract to one (1) Contractor. The quantities listed in this bid are estimates. The City does not guarantee this amount or any amount to be included in this contract. The City may choose not to award the bid or award items one through five depending on what budget will allow.

1.6 UNSATISFACTORY PERFORMANCE: The City may consider the following performance by the vendor as unsatisfactory performance. Unsatisfactory performance is grounds for contract termination. An unsatisfactory performance determination shall not be limited to the following:

(A) In excess of one "call back" to correct unsatisfactory mowing or cleanup for the same mowing within 30 consecutive calendar days.

1.7 LIABILITY

The contractor shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site, and for the safety of and

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prevention of injury to persons, including city employees, contractor's employees, and any other persons, on or adjacent to the work site. All work shall be performed entirely at contractor's risk. Claims that the CONTRACTOR has damaged property of a CITIZEN must be taken care of promptly. City involvement in your claims in not an option and non-payment of claims will be a reason for termination of this agreement.

1.8 EQUIPMENT:

Contractor **shall fill out the equipment listing included in this bid. List all equipment that will be used by the contractor** to perform under the terms of this contract. The list shall include the year, make and model for each item, such as vehicles, tractors, trailers, lawnmowers, chainsaws, weed eaters etc.

1.9 INSURANCE REQUIREMENTS:

Prior to the award of this contract by the City and before commencing work, the successful bidder shall be required, at his own expense, to furnish the City of Texarkana, Texas, Purchasing Manager within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has 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.

(a) Commercial General Liability insurance at minimum combined single limits of $1,000,000 per-occurrence and $5,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit.

(b) Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits of $100,000 per each accident/$1,000,000 by disease aggregate\$1,000,000 by disease each employee.

(c) Commercial Automobile 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.

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. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the City.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

(1) The City shall be named as an additional insured with respect to general liability.

(2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.

(3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.

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(4) All insurance policies shall be endorsed to the effect that the City will receive at least 10 days notice prior to cancellation, non-renewal or termination of the insurance.

(5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

1) A financial rating of A:VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.

2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance 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 it's authorized agent, and shall contain provisions representing and warranting the following:

1) The insurance set forth by the insurance company is underwritten on forms, which have been approved by the Texas State Board of Insurance.

2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.

3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

1.10 EXPERIENCE

1) The awarded contractor must have at least 3 years prior experience in the commercial mowing business and shall attach references.

2) The awarded contractor must employ a staff of at least 4 personnel for a total of 5, which includes the contractor.

1.10 **CONTRACTOR IDENTIFICATION**

1) All contractor's employees must wear uniforms noting that they are the employees of the contractor's company.
2) All contractor's must have their company logo on all vehicles.

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PART IV
SPECIFICATIONS

1. SCOPE OF WORK:

Furnish all equipment and labor for the annual requirements of turf mowing for the City of Texarkana, Texas. Turf mowing is for specific city owned properties. This contract will run from **April 1, 2017 to September 30, 2017.**

2. PERFORMANCE STANDARDS AND SPECIFICATIONS:

FINISH MOWING AND TRIMMING OF CITY PROPERTIES

The Contractor is to provide all supervision, labor, materials, supplies and equipment necessary to properly maintain all sites as described in these specifications. Contractor is to insure that no activity shall be undertaken that will in any way disrupt, inconvenience or endanger the public, either pedestrian or vehicular.

A Property Locations:

Spring Lake Park
Grady T. Wallace Park
Bringle Lake Park West
Bringle Lake Park East
University Avenue-Richmond Road to Shilling Lane

All properties will be mowed prior to holidays when citizens frequent the area. The Contractor may also be required to mow properties prior to special events.

Spring Lake Park - (approx. 115 acres) turf mowing and trimming. This area includes everything inside Spring Lake Park as shown on the attached map.

Grady T. Wallace Park - (approx. 50 acres) turf mowing and trimming. This area includes everything inside Grady T. Wallace as shown on the attached map.

Bringle Lake Park East - (approx. 9 acres) turf mowing and trimming. This area includes everything inside Bringle Lake Park East as shown on the attached map.

Bringle Lake Park West - (approx. 7 acres) turf mowing and trimming. This area includes everything inside Bringle Lake Park West as shown on the attached map. Contractor shall turn mow one swipe outside fence.

University Avenue from Richmond Road to Shilling Lane - (approx. 12 acres) turf mowing and trimming. This area includes everything along University Avenue inside ROW as shown on the attached map.

B Mowing Definitions:

Turf Mowing: The Contractor shall mow to a height of 2 ½" plus/minus ½". Mower blades shall be sharp. Wet grass should be avoided when possible.

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Rough Mowing: The Contractor shall mow to a height of 3 ½" plus/minus ½". Mower blades shall be sharp. Wet grass should be avoided when possible.

C Mowing Frequency:
The contractor will mow each area every week. Depending on the growing rate, it may be necessary for the contractor to mow more than once a week during the peak of growing season. The City does not guarantee any cycles will be mowed. Cycles shown on this bid are estimates. All properties will be mowed prior to holidays when citizens frequent the area. The Contractor may also be required to mow properties prior to special events.

D Edging and Trimming:
The Contractor shall edge and trim along all median curbs, roadway curbs, sidewalks, paths, barrier walls, landscape edging, fences, walls, poles, posts, pedestals, drainage structures and trimming around trees. Clippings shall be cleaned off sidewalks, paths and pavement using blower type machines the same day the trimming is done. All grass and weeds growing in cracks in the curbs, sidewalks, and other concrete structures shall be sprayed with an approved chemical herbicide as needed. Contractor may spray around fences and guardrail posts with an approved chemical herbicide as needed. Contractors must be licensed and submit a copy of that license to spray chemical herbicides.

E Cleanup:
The Contractor shall be responsible for the immediate clean up of debris thrown or dragged by his equipment onto adjacent property and roadways.

Prior to the start of each mowing, the Contractor shall inspect the area to be mowed for debris or litter that will interfere with the mowing process. If any area has large debris, excessive litter or it can not be mowed with the commercial equipment as listed herein, the Contractor shall notify the Public Works Division at 903-798-3948.

Sidewalks, paths and roadways shall be cleared of grass clumps (swept or blown) the same day the mowing is done.

F The Contractor shall mow within approximately 6" of any obstruction (signs, fences, etc.) in the right of way, unless specifically waived by the City of Texarkana, Texas. Any damage to utilities, signs, etc., shall be reported by the Contractor in writing within 24 hours to the Purchasing Division. The Contractor shall be responsible for damage caused by his equipment. Some detention areas may not be able to be mowed during the regular mowing cycle due to ponding of water or excessively soft ground. At the first available opportunity, the Contractor shall mow these areas to the waterline with a rotary type mower set at 5". The area shall present a neat appearance free from ruts and grass clumps.

G The City will not pay for mowing that is done at such a high rate of speed as to cause the grass to be torn or laid over.

H The City of Texarkana, Texas requires that the entire location be cut each time. No partial cuts or partial payments will be made, unless specifically agreed to by both parties prior to the partial mowing.

I Inspection and Payment:
The Contractor shall be responsible for contacting the City's point of contact to inform of all cutting activities and when work has been completed, so inspections can be

Attachment: 2017-041 ATTH 02 DAM Investments Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

performed by the City. Invoices may be submitted at this time, although payment will not be generated until inspections are complete.

J Hours of Work:
Work may be done only during normal working hours: 7:00 A.M. to 5:00 P.M., Monday through Saturday. No work is to be done on Sunday or City holidays.

K Unsatisfactory Performance:
The contractor agrees to correct within three (3) working days after notification of any work previously performed that does not meet the City's specifications. Where necessary, an agent or employee of the City shall meet the Contractor during normal working hours at the subject location to indicate discrepancies in the work performed. If unsatisfactory performance continues the Contractor may be in default of contractual obligations.

L Contractor Competency:
The Contractor agrees, during the period of the contract, to maintain the necessary facilities, abilities, equipment and financial resources to perform the work contemplated herein in a manner satisfactory to the City, and within the time specified; and that the Contractor shall secure and maintain all licenses and permits which may be required during the period of this contract and further agrees to comply with all applicable federal, state and local laws and regulations during the performance of this contract.

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SUBMIT BID TO: CITY OF TEXARKANA, TEXAS PURCHASING DEPT. MAILING ADDRESS: P O BOX 1967 TEXARKANA, TEXAS 75504 EXPRESS MAIL ADDRESS: 2ND FLOOR 220 TEXAS BOULEVARD TEXARKANA, TEXAS 75501	***CITY OF TEXARKANA, TEXAS***
CONTACT PERSON: **Sharon Moore**	
TEL: 903–798-3976 FAX: 903-798-3922 moores@txkusa.org	

TITLE: **Select Parks and University Avenue Mowing Contract**	IFB NUMBER: **17-1901-07**	SUBMITTAL DEADLINE: **March 22, 2017 @ 2:00 pm**
PRE BID DATE, TIME AND LOCATION: **A MANDATORY Pre bid meeting will be held at Public Work Conference Room, 919 Elm Street, on March 14, 2017 at 10:00 A.M.**		

Enter Respondent Name:

3D Farms LLC dba in Texas as A3D Farms LLC

Enter Mailing Address:

PO Box 283, Texarkana Texas 75504

Enter the following information:

Telephone Number: (870)__772__ - ____4700_____

Fax Number: (870)__772____ - ____4193_____

Email Address: ___Leon@GoToHEC.com_____

Delivery in _____ days after receipt of order.

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED BIDDER HAVING EXAMINED THE INVITATION TO BID AND SPECIFICATIONS, AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE FOLLOWING BID FOR FURNISHING THE MATERIAL, EQUIPMENT, LABOR AND EVERYTHING NECESSARY FOR PROVIDING THE ITEMS LISTED ON THE ATTACHED BID FORM AND AGREES TO DELIVER SAID ITEMS AT THE LOCATIONS AND FOR THE PRICES SET FORTH ON THE BID FORM. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE AND SIGN THIS PORTION MAY RESULT IN BID REJECTION.

_____ Member

Authorized Signature **Title**

Leon Sanderson March 22, 2017

Print/Type Name **Date**

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.
FAX RESPONSES WILL NOT BE ACCEPTED

Attachment: 2017-041 ATTH 03 3D Farms Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

PART I
BID FORM

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

SELECT PARKS & UNIVERSITY AVENUE MOWING AND LAWN MAINTENANCE

	Mowing Site and type of Service	Estimated Months (April to September)	Unit Cost	Total
1.	Spring Lake Park- mowing and trimming	6	$31,000.00	$186,000.00
2.	Grady T. Wallace Park- mowing and trimming	6	$13,100.00	$78,600.00
3.	Bringle Lake Park East - mowing and trimming	6	$3,900.00	$23,400.00
4.	Bringle Lake Park West - mowing and trimming	6	$3,300.00	$19,800.00
5.	University Avenue-mowing and trimming	6	$3,900.00	$23,400.00
	TOTAL		$55,200.00	$331,200.00

Bidders Name 3D Farms LLC dba in Texas as A3D Farms LLC

Signature _____

Attachment: 2017-041 ATTH 03 3D Farms Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

List 3 references of Commercial Mowing experience you currently mow.

REFERENCES

1. Point of Contact ___Hank Dean_____ Phone Number _903-277-9600_
   Name of Business __Dean Farms Inc_____

2. Point of Contact ___Mark Van Herpen__Phone Number __903-748-9532_
   Name of Business _____Ledwell_____

3. Point of Contact _____ Phone Number _____
   Name of Business _____

Bidders Name_3D Farms LLC dba in Texas as A3D Farms LLC

Signature_____

Attachment: 2017-041 ATTH 03 3D Farms Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

List make, model and year of required equipment and list any additional equipment that you have available:

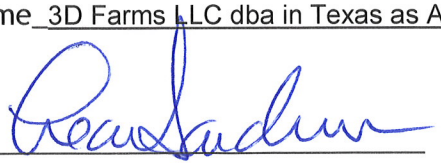
EQUIPMENT LISTING

Equipment Type	Make/ Model	Year
Truck or Vehicle	SEE STATEMENT BELOW	
Truck or Vehicle		
Chain Saw		
Chain Saw		
Trailer		
Tractor		
Tractor		
Tractor		
Tractor		
Trimmer		
Trimmer		
Trimmer		
Residential Mower		
Other Equipment		
Other Equipment		
Other Equipment		

If we are awarded this contract we will lease/purchase the following equipment:

1) 2 each JD 5045 (or equivalent) tractors
2) 2 each finish mowers for above tractors
3) 2 each Kubota zero turn mowers (ZD331 or equivalent)
4) 2 each 16' trailer
5) 2 each weed trimmers
6) 2 each blowers
7) 2 each pick-up trucks
8) 1 each side by side ATV
9) 1 each chain saw

Bidders Name 3D Farms LLC dba in Texas as A3D Farms LLC

Signature 

Attachment: 2017-041 ATTH 03 3D Farms Bid (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

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: 2017-041 Goals & Perspectives (1633 : 2017-041 RES contract for mowing selected parks and University Avenue)

RESOLUTION NO. 2017-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, ACCEPTING A BID AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A ONE (1) YEAR CONTRACT WITH FOUR (4) ADDITIONAL ONE (1) YEAR RENEWAL OPTIONS WITH DAM INVESTMENTS, LLC DBA US LAWNS OF TEXARKANA, LLC, TO SUPPLY MOWING AND LANDSCAPING SERVICES FOR SELECTED CITY PARKS AND UNIVERSITY AVENUNE IN AN AMOUNT NOT TO EXCEED $148,757.10; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the need exists for mowing and landscaping services for selected city properties in the City of Texarkana, Texas; and

WHEREAS, on March 22, 2017, two (2) bids were received to supply mowing and landscaping services for selected city parks and University Avenue; and

WHEREAS, Spring Lake Park, Grady T. Wallace Park, Bringle Lake Park East, Bringle Lake Park West, and University Avenue from Richmond Road to Shilling Road were the properties shown in the bid; and

WHEREAS, the best bid by a responsible bidder meeting specifications to supply mowing and landscaping services for selected city properties of the City of Texarkana, Texas, was submitted by DAM Investments, LLC, dba US Lawns of Texarkana, LLC, in an amount not to exceed $148,757.10; for one (1) year with four (4) additional one (1) year renewal options; and

WHEREAS, funds are available in the Street Department FY 2017 general fund budget.

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

SECTION 1: That the responsible bidder with the lowest and best bid to supply mowing and landscaping services for various facilities of the City of Texarkana, Texas, on the bid sheet attached hereto as **Exhibit "A",** is hereby declared to be DAM Investments LLC. dba US Lawns of Texarkana, LLC with a bid in an amount not to exceed $148,757.10.

SECTION 2: That the City Manager be and is hereby authorized to enter into a one (1) year contract with four (4) additional one (1) year renewal options with DAM Investments LLC. dba US Lawns of Texarkana, LLC.

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

PASSED AND APPROVED in Regular Council Session on this the **24th day of April, 2017**.

Attachment: 2017-041 RES DAM Investments Contract Parks & Univ Mowing signed (1633 : 2017-041 RES contract for mowing selected parks

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

6:48p.m.

Attachment: 2017-041 RES DAM Investments Contract Parks & Univ Mowing signed (1633 : 2017-041 RES contract for mowing selected parks

Bid Tabulation

for

Mowing and Landscaping Services for Selected City Parks and University Avenue

EXHIBIT "A"

Item #	Description	Qty.	U/M	DAM Investments US Lawns of Texarkana Texarkana, AR		3D Farms Texarkana, TX	
				Unit Price	Total	Unit Price	Total
1	Spring Lake Park	6	Months	$13,605.67	$81,634.02	$31,000.00	$186,000.00
2	Grady T. Wallace Park	6	Months	$5,771.67	$34,630.02	$13,100.00	$78,600.00
3	Bring Lake Park East	6	Months	$1,989.17	$11,935.02	$3,900.00	$23,400.00
4	Bring Lake Park West	6	Months	$1,326.17	$7,957.02	$3,300.00	$19,800.00
5	University Avenue (Richmond Road to Shilling)	6	Months	$2,100.17	$12,601.02	$3,900.00	$23,400.00
	TOTAL				$148,757.10		$331,200.00

Attachment: 2017-041 RES DAM Investments Contract Parks & Univ Mowing signed (1633 : 2017-041 RES contract for mowing selected parks

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 4/4/2017 9:30 AM

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

Subject: Resolution No. 2017-042 authorizing the City Manager to enter into a contract for the repairing and repainting of the Walnut Street and West Fourth Street elevated water storage tanks in an amount not to exceed $445,000.00.

Briefing: 4/24/2017	**Public Hearing:** 4/24/2017	**Second Briefing:** May 8, 2017	**Council Vote:** 5/22/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bids were received Tuesday, March 28, 2017 for the 2017 Texarkana Water Utilities Tank Painting Project. Two tanks were included in the project: The Walnut Street elevated tank and the West 4th Street elevated tank. Fifteen (15) bid packages for the project were sent out and eight (8) contractors bid on the project. Nova Painting, LLC of Humble, Texas was the apparent low bidder for the project with a total bid of $445,000.00. This project will consist of exterior sandblasting and repainting, replacing the tank vent, and extending the overflow lines on both elevated tanks. The Walnut Street and West 4th Street elevated tanks were constructed in 1951. The West 4th Street tank was overcoated in 1997 and the Walnut Street tank was overcoated in 2000. The existing exterior coatings on both tanks currently need to be removed and replaced and the repairs made to keep the tanks in compliance with Texas Commission on Environmental Quality regulations. The Utility bid the painting of a new Texarkana Independent School District (TISD) logo on each tank as a separate bid item. The bid for the TISD logo is $15,000.00, which is included in the $445,000.00. The school district has been notified of the cost and will decide if they wish to go ahead with the painting of the logo. Nova Painting, LLC. has satisfactorily painted several tanks and bridges in the region including Harris County MUD 165, Harris County MUD 200, City of Sands Springs, Oklahoma and Stillwater Bridge in Oklahoma. Their references were very good.

Potential Options:

- None

Fiscal Implications:

Funds are available in the Utility's Capital Improvement Fund for this project. $500,000 was budgeted in the Utility's Texas Capital Improvement Fund for this project.

Staff Recommendation:

Texarkana Water Utilities staff recommends approval of the bid and a bid tabulation sheet is attached.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2017-042 RES Walnut St and W 4th St Tanks (DOC)
b. 2017-042 ATTH01 Bid Tab (DOC)
c. 2017-042 Goals & Perspectives (DOCX)
d. 2017-042 RES Repaint Walnut & 4th Water Tanks signed (PDF)

Staff Coordination

Water Utilities	JD Phillips	Department Head Review	Completed	03/30/2017 9:19 AM
Water Utilities	Jim Cornelius	Review	Completed	03/30/2017 9:24 AM
Public Information Officer	Lisa Thompson	PIO Review	Completed	03/30/2017 10:38 AM
City Manager	John Whitson	City Manager Review	Completed	03/31/2017 9:58 AM
City Council	Jennifer Evans	Meeting	Completed	04/10/2017 6:00 PM

Meeting History

04/10/17 City Council MOVED FORWARD Next: 04/24/17
J.D. Phillips briefed this item.

Attachment: 2017-042 RES Walnut St and W 4th St Tanks [Revision 1] (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage

RESOLUTION NO. 2017-042

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 NOVA PAINTING, LLC OF HUMBLE, TEXAS, IN AN AMOUNT NOT TO EXCEED $445,000.00 FOR THE EXTERIOR REPAINTING AND REPAIRS OF THE WALNUT STREET AND WEST 4TH STREET ELEVATED WATER STORAGE TANKS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 28, 2017, eight (8) bids were received by the Texarkana Water Utilities for the 2017 Texarkana Water Utilities Tank Painting Project; and

WHEREAS, the project will consist of repainting the exteriors of the Walnut Street and West 4th Street elevated water storage tanks and making repairs to the roof vents and overflow lines on both tanks; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Nova Painting, LLC of Humble, Texas, a copy of which is attached hereto as **ATTH01**, in an amount not to exceed $445,000.00; and

WHEREAS, funds were budgeted in the Texarkana Water Utilities 2016-2017 Budget at $500,000.00 in the Texas 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 Nova Painting, LLC of Humble, Texas, a copy of which is attached hereto as **ATTH01,** be and is hereby approved in an amount not to exceed $445,000.00 for the exterior repainting and repairs of the Walnut Street and West 4th Street elevated water storage tanks for the 2017 Texarkana Water Utilities Tank Paint Project.

SECTION 2: That the City Manager be and is authorized to contract with Nova Painting, LLC, of Humble, 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 **22nd day of May, 2017**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

ATTH01

Bid Tabulation

Repair and Repainting of the
Walnut Street and West Fourth Street
Elevated Water Storage Tanks

2:00 P.M. Tuesday, March 28, 2017

1.	Utility Service Co., Inc. Perry, Georgia	$556,500.00
2.	Tankez Coatings, Inc. Fort Worth, Texas	$488,500.00
3.	Superior Tank Company, Inc. Madisonville, Kentucky	No Bid
4.	NG Painting Kerrville, Texas	$509,000.00
5.	CFG Coatings Magnolia, Texas	$654,000.00
6.	Gulf States Protective Coatings, Inc. La Porte, Texas	$544,080.00
7.	Texas Tank Services Whitehouse, Texas	No Bid
8.	Champion Coatings Savage, Minnesota	No Bid
9.	M.K. Painting, Inc. Grand Ledge, Michigan	$797,000.00
10.	D&M Tank, LLC Kennedale, Texas	No Bid
11.	Nova Painting, LLC	

Attachment: 2017-042 RES Walnut St and W 4th St Tanks [Revision 1] (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage

	Humble, Texas	$445,000.00
12.	Southeast Bridge FL Corp. Tarpon Springs, Florida	No Bid
13.	A & M Construction and Utilities, Inc. Rowlett, Texas	No Bid
14.	Blastco Channelview, Texas	No Bid
15.	L.C. United Painting, Co Sterling HTS, Michigan	$690,000.00

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

Number of Bidders: 8

Apparent Low Bidder: Nova Painting, LLC

Attachment: 2017-042 RES Walnut St and W 4th St Tanks [Revision 1] (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage

ATTH01

Bid Tabulation

Repair and Repainting of the Walnut Street and West Fourth Street Elevated Water Storage Tanks

2:00 P.M. Tuesday, March 28, 2017

1.	Utility Service Co., Inc. Perry, Georgia	$556,500.00
2.	Tankez Coatings, Inc. Fort Worth, Texas	$488,500.00
3.	Superior Tank Company, Inc. Madisonville, Kentucky	No Bid
4.	NG Painting Kerrville, Texas	$509,000.00
5.	CFG Coatings Magnolia, Texas	$654,000.00
6.	Gulf States Protective Coatings, Inc. La Porte, Texas	$544,080.00
7.	Texas Tank Services Whitehouse, Texas	No Bid
8.	Champion Coatings Savage, Minnesota	No Bid
9.	M.K. Painting, Inc. Grand Ledge, Michigan	$797,000.00
10.	D&M Tank, LLC Kennedale, Texas	No Bid
11.	Nova Painting, LLC Humble, Texas	$445,000.00
12.	Southeast Bridge FL Corp. Tarpon Springs, Florida	No Bid

Attachment: 2017-042 ATTH01 Bid Tab (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage tank)

13.	A & M Construction and Utilities, Inc. Rowlett, Texas	No Bid
14.	Blastco Channelview, Texas	No Bid
15.	L.C. United Painting, Co Sterling HTS, Michigan	$690,000.00

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

Number of Bidders: 8

Apparent Low Bidder: Nova Painting, LLC

Attachment: 2017-042 ATTH01 Bid Tab (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage tank)

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: 2017-042 Goals & Perspectives (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage tank)

RESOLUTION NO. 2017-042

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 NOVA PAINTING, LLC OF HUMBLE, TEXAS, IN AN AMOUNT NOT TO EXCEED $445,000.00 FOR THE EXTERIOR REPAINTING AND REPAIRS OF THE WALNUT STREET AND WEST 4TH STREET ELEVATED WATER STORAGE TANKS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on March 28, 2017, eight (8) bids were received by the Texarkana Water Utilities for the 2017 Texarkana Water Utilities Tank Painting Project; and

WHEREAS, the project will consist of repainting the exteriors of the Walnut Street and West 4th Street elevated water storage tanks and making repairs to the roof vents and overflow lines on both tanks; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Nova Painting, LLC of Humble, Texas, a copy of which is attached hereto as **ATTH01**, in an amount not to exceed $445,000.00; and

WHEREAS, funds were budgeted in the Texarkana Water Utilities 2016-2017 Budget at $500,000.00 in the Texas 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 Nova Painting, LLC of Humble, Texas, a copy of which is attached hereto as **ATTH01,** be and is hereby approved in an amount not to exceed $445,000.00 for the exterior repainting and repairs of the Walnut Street and West 4th Street elevated water storage tanks for the 2017 Texarkana Water Utilities Tank Paint Project.

SECTION 2: That the City Manager be and is authorized to contract with Nova Painting, LLC, of Humble, 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 **24th day of April, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:50 p.m.

Attachment: 2017-042 RES Repaint Walnut & 4th Water Tanks signed (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage

ATTH01

Bid Tabulation

Repair and Repainting of the Walnut Street and West Fourth Street Elevated Water Storage Tanks

2:00 P.M. Tuesday, March 28, 2017

1.	Utility Service Co., Inc. Perry, Georgia	$556,500.00
2.	Tankez Coatings, Inc. Fort Worth, Texas	$488,500.00
3.	Superior Tank Company, Inc. Madisonville, Kentucky	No Bid
4.	NG Painting Kerrville, Texas	$509,000.00
5.	CFG Coatings Magnolia, Texas	$654,000.00
6.	Gulf States Protective Coatings, Inc. La Porte, Texas	$544,080.00
7.	Texas Tank Services Whitehouse, Texas	No Bid
8.	Champion Coatings Savage, Minnesota	No Bid
9.	M.K. Painting, Inc. Grand Ledge, Michigan	$797,000.00
10.	D&M Tank, LLC Kennedale, Texas	No Bid
11.	Nova Painting, LLC	

Attachment: 2017-042 RES Repaint Walnut & 4th Water Tanks signed (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage

	Humble, Texas	$445,000.00
12.	Southeast Bridge FL Corp. Tarpon Springs, Florida	No Bid
13.	A & M Construction and Utilities, Inc. Rowlett, Texas	No Bid
14.	Blastco Channelview, Texas	No Bid
15.	L.C. United Painting, Co Sterling HTS, Michigan	$690,000.00

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

Number of Bidders: 8

Apparent Low Bidder: Nova Painting, LLC

Attachment: 2017-042 RES Repaint Walnut & 4th Water Tanks signed (1634 : 2017-042 RES Walnut Street & W 4th Street elevated water storage

City of Texarkana, Texas

Version:

Briefing Sheet

Update Date: 4/4/2017 9:25 AM

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

Subject: Resolution No. 2017-043 authorizing Texarkana Water Utilities to be charged an administrative fee by the City's General Fund.

Briefing: 4/24/2017	**Public Hearing:** 4/24/2017	**Second Briefing:** May 8, 2017	**Council Vote:** 5/22/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

In reviewing total city resource expenditures there is no routine annual charge for administrative support of the utilities by the city's general fund functions. Administrative departments provide support to mission departments and as such TWU functions much like any other mission department and is supported by the city's administrative departments. The cost of that support could be extensively tracked and recorded but there would be a cost associated with developing and maintaining the process. The city manager of Texarkana, Arkansas and the city manager of Texarkana, Texas discussed the matter with staff including TWU executive director. The result of the discussion led to our jointly recommending that TWU should be charged an annual administrative fee by each city's general fund. Since each city manager supervises the TWU executive director a guide for developing the annual fee would be to roughly charge an amount equivalent to approximately 10% of the city manager's salary/compensation but limited to an equal fee being charged by each of the two cities.

Potential Options:

- Adopt the resolution as presented
- Amend and adopt the resolution
- Deny the resolution

Fiscal Implications:

$15,000 annual charge to TWU and revenue for the city's general fund

Staff Recommendation:

Staff recommends approval

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

City of Texarkana, Texas

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

a. 2017-043 RES Authorizing TWU Adminstrative Cost (DOC)
b. 2017-043 Goals & Perspectives (DOCX)
c. 2017-043 RES Authorize TWU Administrative Costs signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed	03/31/2017 5:02 PM
Water Utilities	JD Phillips	Review	Completed	04/03/2017 7:21 AM
Deputy City Manager - Review	Shirley Jaster Completed	Shirley Jaster 04/03/2017 1:51 PM	Deputy City Manager	
Deputy City Manager - Review	Kyle Dooley Completed	Kyle Dooley 04/03/2017 3:55 PM	Deputy City Manager	
Public Information Officer		Lisa Thompson	PIO Review	Completed 04/03/2017 4:18 PM
City Manager	John Whitson	City Manager Review	Completed	04/03/2017 6:48 PM
City Council	Jennifer Evans	Meeting	Completed	04/10/2017 6:00 PM

Meeting History

04/10/17 City Council MOVED FORWARD Next: 04/24/17
City Manager Whitson briefed this item.

RESOLUTION NO. 2017 - 043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING TEXARKANA WATER UTILITIES (TWU) TO BE CHARGED AN ADMINISTRATIVE FEE BY THE CITY'S GENERAL FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, along with the City of Texarkana, Arkansas, supervise the management and operation of Texarkana Water Utilities (TWU); and

WHEREAS, TWU is willing to contribute to the City's General Fund, a maximum of $15,000 per year for administrative expenses associated with the management of TWU; and

WHEREAS, a similar agreement will be made between TWU and the City of Texarkana, Arkansas, for their administrative expenses; and

WHEREAS, the City Manager, TWU, and staff recommend approval.

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

SECTION 1: That TWU will contribute a maximum of $15,000 per year for administrative expenses associated with the management of TWU.

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 **22nd day of May, 2017**.

ATTEST:

_____ _____

JENNIFER EVANS, CITY SECRETARY BOB BRUGGEMAN, MAYOR

Attachment: 2017-043 RES Authorizing TWU Adminstrative Cost (1635 : 2017-043 RES TWU administrative costs)

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: 2017-043 Goals & Perspectives (1635 : 2017-043 RES TWU administrative costs)

RESOLUTION NO. 2017 - 043

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING TEXARKANA WATER UTILITIES (TWU) TO BE CHARGED AN ADMINISTRATIVE FEE BY THE CITY'S GENERAL FUND; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, along with the City of Texarkana, Arkansas, supervise the management and operation of Texarkana Water Utilities (TWU); and

WHEREAS, TWU is willing to contribute to the City's General Fund, a maximum of $15,000 per year for administrative expenses associated with the management of TWU; and

WHEREAS, a similar agreement will be made between TWU and the City of Texarkana, Arkansas, for their administrative expenses; and

WHEREAS, the City Manager, TWU, and staff recommend approval.

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

SECTION 1: That TWU will contribute a maximum of $15,000 per year for administrative expenses associated with the management of TWU.

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 **24th day of April, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:51 p.m.

Attachment: 2017-043 RES Authorize TWU Administrative Costs signed (1635 : 2017-043 RES TWU administrative costs)

City of Texarkana, Texas

Version: C

Briefing Sheet

Update Date: 4/4/2017 9:37 AM

Lead Department:	Building Code Administration	**Action Officer:**	Mashell Daniel,		
Subject:	Ordinance No. 2017-034 amending Chapter 100 "General Administrative Provisions" and Chapter 105 of the Land Development Code "Buildings & Construction" for clarification purposes by changing Sec. 105-8 from "Required" to "Permit Required", adding Sec. 105-9 "Stop Work Order", and adding Sec. 105-10 "Offense; Penalty."				
Briefing: 4/24/2017	**Public Hearing:** 4/10/2017	**Second Briefing:**	April 24, 2017	**Council Vote:**	5/8/2017

Item Schedule

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

Updates/History of Briefing:

"NOT APPLICABLE"

Executive Summary and Background Information:

Amend Chapter 100 "General and Administrative Provisions" of the Land Development Code of the City's Code of Ordinances to add an Offense penalty.

Sec. 100-5 Offense; Penalty.

A violation of any provision of this Land Development Code or failure to comply with any requirements under this Code shall be deemed a misdemeanor and, upon conviction of such violation or failure to comply, such violation or failure to comply shall be subject to punishment as provided in Section 1-5 of the Code of Ordinances of the City of Texarkana, Texas.

Amend Sec. 105-8 "Required" of chapter 105 "Buildings & Construction" of the Land Development Code of the City's Code of Ordinances by changing to "Permit Required."

Amend chapter 105 "Buildings & Construction" of the Land Development Code of the City's Code of Ordinances by adding the following for clarification purposes:

Sec 105-9 – Stop Work Order

When the building official or his representative finds, any work regulated by this chapter being performed in a manner contrary to the provisions and requirements contained therein, the building official or his representative may issue a Stop Work Order.

The Stop Work Order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent, or the person performing the work. Upon issuance of a Stop Work Order, the cited work shall immediately cease. The Stop Work Order shall state the reason for the Order and the conditions under which the cited work will be permitted to resume.

It shall be unlawful for any person to perform work on a property when a Stop Work Order has been issued unless otherwise directed by the building official or his designee to remove a violation or unsafe condition.

Section 105-10 - Offense; Penalty.

It shall be unlawful for any person to violate a provision of this chapter or to fail to comply with any of the requirements therein, including those contained in the various technical codes adopted in this chapter; or to erect, construct, alter, extend, repair, move, remove, demolish or occupy a building or structure in violation of any approved construction document, including any permit or certificate issued under the provisions of this chapter. An offense shall be subject to punishment as provided in Section 1-5 of the Texarkana Code of Ordinances.

Potential Options:

- "None"
-

Fiscal Implications:

None

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. 2017-034 ORD Amend Land Development Code (DOC)
b. 2017-034 Goals & Perspectives (DOCX)
c. 2017-034 ORD Amend Ch105 Land Dev Code for Clarity signed (PDF)

Staff Coordination

Building Code Administration	Completed	Mashell Daniel 03/20/2017 3:41 PM	Department Head Review
Municipal Prosecutor	Deborah Jones 03/21/2017 8:33 AM	Asst. City Attorney Review	Completed
Deputy City Manager - Review	Shirley Jaster Completed	Shirley Jaster 03/21/2017 5:22 PM	Deputy City Manager

Deputy City Manager - Shirley Jaster Review	Skipped	John Whitson 03/22/2017 1:58 PM	Deputy City Manager	
City Attorney 5:08 PM	Jennifer Evans	City Attorney Review	Skipped	03/20/2017
Deputy City Manager - Kyle Dooley Review	Completed	Kyle Dooley 03/23/2017 7:48 AM	Deputy City Manager	
Public Information Officer	03/23/2017 8:29 AM	Lisa Thompson	PIO Review	Completed
City Manager 2:21 PM	John Whitson	City Manager Review	Completed	03/23/2017
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	03/27/2017

Meeting History

03/27/17 City Council MOVED FORWARD Next: 04/10/17
Mashell Daniel briefed this agenda item.
04/10/17 City Council MOVED FORWARD Next: 04/24/17
There were no public comments made at this hearing.

PUBLISH

ORDINANCE NO. 2017 – 034

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF TEXARKANA, TEXAS; AMENDING CHAPTER 100, "GENERAL AND ADMINISTRATIVE PROVISIONS" BY ADDING SECTION 100-5, "OFFENSE; PENALTY"; AMENDING CHAPTER 105 "BUILDINGS AND CONSTRUCTION" BY CHANGING THE CAPTION OF SECTION 105-8, "REQUIRED", TO "PERMIT REQUIRED", ADDING SECTION 105-9, "STOP WORK ORDER", AND ADDING SECTION 105-10, "OFFENSE - PENALTY"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's Inspection Department recommends revisions and additions to Chapters 100 and 105 of the Land Development Code of the City of Texarkana, Texas, for clarity and ease of understanding of enforcement issues and penalty provisions for violations; and

WHEREAS, the City Council of the City of Texarkana, Texas, finds and determines that such revisions and additions as set forth below are in the best interest of citizens and the City's future growth and safety.

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

SECTION 1: Chapter 100 "General and Administrative Provisions" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to add the following Section 100-5:

Sec. 100-5. - Offense; Penalty.

A violation of any provision of this Land Development Code or failure to comply with any requirements under this Code shall be deemed a misdemeanor and, upon conviction of such violation or failure to comply, such violation or failure to comply shall be subject to punishment as provided in Section 1-5 of the Code of Ordinances of the City of Texarkana, Texas.

SECTION 2: Chapter 105 "Buildings and Construction" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to change the caption of Section 105-8, "Required", to read "Permit Required".

SECTION 3: Chapter 105 "Buildings and Construction" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to add the following Section 105-9:

Sec. 105-9. - Stop Work Order.

When the building official or his representative finds, any work regulated by this chapter being performed in a manner contrary to the provisions and requirements contained therein, the building official or his representative may issue a Stop Work Order.

Attachment: 2017-034 ORD Amend Land Development Code (1622 : 2017-034 ORD amending Ch 105 of Land Development Code for clarity)

PUBLISH

The Stop Work Order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent, or the person performing the work. Upon issuance of a Stop Work Order, the cited work shall immediately cease. The Stop Work Order shall state the reason for the Order and the conditions under which the cited work will be permitted to resume.

It shall be unlawful for any person to perform work on a property when a Stop Work Order has been issued unless otherwise directed by the building official or his designee to remove a violation or unsafe condition.

SECTION 4: Chapter 105 "Buildings and Construction" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to add the following Section 105-10:

Sec. 105-10. - Offense; Penalty.

It shall be unlawful for any person to violate a provision of this chapter or to fail to comply with any of the requirements therein, including those contained in the various technical codes adopted in this chapter; or to erect, construct, alter, extend, repair, move, remove, demolish or occupy a building or structure in violation of any approved construction document, including any permit or certificate issued under the provisions of this chapter. An offense shall be subject to punishment as provided in Section 1-5 of the Texarkana Code of Ordinances.

SECTION 5: All Ordinances or parts of Ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 6: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 7: 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 8: This Ordinance shall be in full force and effect after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **8th day of May, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2017-034 ORD Amend Land Development Code (1622 : 2017-034 ORD amending Ch 105 of Land Development Code for clarity)

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:

Provide clarity to the Code of Ordinances of the City of Texarkana, Texas.

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: 2017-034 Goals & Perspectives (1622 : 2017-034 ORD amending Ch 105 of Land Development Code for clarity)

PUBLISH

Attachment: 2017-034 ORD Amend Ch105 Land Dev Code for Clarity signed (1622 : 2017-034 ORD amending Ch 105 of Land Development Code

ORDINANCE NO. 2017 – 034

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE LAND DEVELOPMENT CODE OF THE CITY OF TEXARKANA, TEXAS; AMENDING CHAPTER 100, "GENERAL AND ADMINISTRATIVE PROVISIONS" BY ADDING SECTION 100-5, "OFFENSE; PENALTY"; AMENDING CHAPTER 105 "BUILDINGS AND CONSTRUCTION" BY CHANGING THE CAPTION OF SECTION 105-8, "REQUIRED", TO "PERMIT REQUIRED", ADDING SECTION 105-9, "STOP WORK ORDER", AND ADDING SECTION 105-10, "OFFENSE - PENALTY"; PROVIDING FOR A REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City's Inspection Department recommends revisions and additions to Chapters 100 and 105 of the Land Development Code of the City of Texarkana, Texas, for clarity and ease of understanding of enforcement issues and penalty provisions for violations; and

WHEREAS, the City Council of the City of Texarkana, Texas, finds and determines that such revisions and additions as set forth below are in the best interest of citizens and the City's future growth and safety.

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

SECTION 1: Chapter 100 "General and Administrative Provisions" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to add the following Section 100-5:

Sec. 100-5. - Offense; Penalty.

A violation of any provision of this Land Development Code or failure to comply with any requirements under this Code shall be deemed a misdemeanor and, upon conviction of such violation or failure to comply, such violation or failure to comply shall be subject to punishment as provided in Section 1-5 of the Code of Ordinances of the City of Texarkana, Texas.

SECTION 2: Chapter 105 "Buildings and Construction" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to change the caption of Section 105-8, "Required", to read "Permit Required".

SECTION 3: Chapter 105 "Buildings and Construction" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to add the following Section 105-9:

Sec. 105-9. - Stop Work Order.

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PUBLISH

The Stop Work Order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent, or the person performing the work. Upon issuance of a Stop Work Order, the cited work shall immediately cease. The Stop Work Order shall state the reason for the Order and the conditions under which the cited work will be permitted to resume.

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SECTION 4: Chapter 105 "Buildings and Construction" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to add the following Section 105-10:

Sec. 105-10. - Offense; Penalty.

It shall be unlawful for any person to violate a provision of this chapter or to fail to comply with any of the requirements therein, including those contained in the various technical codes adopted in this chapter; or to erect, construct, alter, extend, repair, move, remove, demolish or occupy a building or structure in violation of any approved construction document, including any permit or certificate issued under the provisions of this chapter. An offense shall be subject to punishment as provided in Section 1-5 of the Texarkana Code of Ordinances.

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SECTION 6: The City Secretary shall give notice of the passage of this ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 7: 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 8: This Ordinance shall be in full force and effect after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **24th day of April, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

6:53 p.m.

Attachment: 2017-034 ORD Amend Ch105 Land Dev Code for Clarity signed (1622 : 2017-034 ORD amending Ch 105 of Land Development Code