



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • OCTOBER 14, 2019

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

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

Staff Present: City Manager Shirley Jaster, Jennifer Evans, Kristin Peeples, Kevin Schutte, J.D. Phillips, Dusty Henslee, Mashell Daniel, David Orr, Karey Parker, Lisa Thompson, Robby Robertson, and Rea Donna Jones.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE LED BY MAYOR BOB BRUGGEMAN

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, October 28, 2019 at 6:00 p.m.

Tuesday, November 12, 2019 at 6:00 p.m.

Monday, November 25, 2019 at 6:00 p.m.

Parks & Recreation Events:

October 17 th	Movies in the Park - "Goosebumps 2"	Spring Lake Park
October 17 th	Fall Festival - 5:00 p.m. to 7:00 p.m.	Spring Lake Park
October 19 th	Girl Scouts Haunted Trail	Bringle Lake East
October 24 th	Movies in the Park - "The Town that Dreaded Sundown"	Spring Lake Park
October 26 th	Community Yard Sale/Electronic Recycle Day	Spring Lake Park
October 26 th	"Bark at the Park" - Kylee Sullivan Dog Park	Spring Lake Park

****Movies will begin at dusk****

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

Special Presentations

T.I.S.D. Student Exchange Program - Lejlaa Sabotic from Montenegro and Tatiana Shishenina from Kyrgystan were the 2019 qualified applicants for the FLEX (Future Leaders Exchange) scholarship program. Each student attends Texas High School and is in the 11th grade.

Both students shared the differences of required education in their countries compared to the United States. They also expressed gratitude for the opportunity of being in the U.S. and have enjoyed many good experiences. Mayor Bruggeman presented Lejlaa and Tatiana with a city lapel pin and thanked Brandy Acker for sponsoring this year's FLEX students.

Pro Bono Week - October 20 - 26, 2019

Mayor Bruggeman read the proclamation and presented it to King Wong, representative of Lone Star Legal Aid. Ms. Wong thanked the Mayor and city council for recognizing Pro Bono Week 2019 and Lone Star Legal Aid.

She also expressed thanks to the many private attorneys who make this program a success by their support in donating hours of free legal services to ensure those of limited means an access to justice.

RESULT:	CLOSE ACTION
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IV. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

Jimmie Young addressed council and expressed thanks to city staff for professionally addressing drainage and sewer concerns at his home.

V. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Council made no appointments or reappointments to any board or commission.

VI. ITEMS FOR CONSIDERATION

Consent Items

(6:30 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on September 23, 2019 at 6:00 PM.
2. Ordinance No. 2019-089 amending budgeted revenues and expenditures for the Metropolitan Planning Organization Fund (Fund 220) in the amount of NINETY-FIVE THOUSAND DOLLARS (\$95,000) for the fiscal year ending September 30, 2020 for supplemental planning and research funds received from the Texas Department of Transportation (TxDOT).

Public Hearing:

Council Vote: October 14, 2019

3. Resolution No. 2019-092 authorizing the City Manager to execute a contract with A.L. Franks Engineering, Inc. of Texarkana, Arkansas, with budgeted funds, in an amount not to exceed \$458,535 for engineering services associated with modifications to the Wagner Creek Wastewater Treatment Plant.

Public Hearing:

Council Vote: October 14, 2019

4. Resolution No. 2019-096 authorizing the City Manager to purchase one (1) Combination Vac-Jet Truck through the HGAC Buy Board, with budgeted funds, in an amount not to exceed, for the Texas portion, \$237,906.47 and the total amount not to exceed \$376,315.20.

Public Hearing:

Council Vote: October 14, 2019

5. Resolution No. 2019-097 authorizing the City Manager to accept the bid and enter into a contract, using budgeted funds, with Kampco, Inc. of Texarkana, Arkansas, in an amount not to exceed \$980,680.17 for the West Texarkana Sewer Project.

Public Hearing:

Council Vote: October 14, 2019

6. Resolution No. 2019-098 authorizing the City Manager to execute a contract with MTG Engineers & Surveyors, Inc. of Texarkana, Texas, for water and sanitary sewer extension services, using budgeted funds in an amount not to exceed \$102,500.

Public Hearing:

Council Vote: October 14, 2019

7. Resolution No. 2019-099 authorizing the City Manager to reimburse Texarkana Convention Partners, LLC in the amount of \$62,095.78 for the installation of sound panels at the Texarkana Convention Center from funds reserved for maintenance of the convention center in the Hotel Occupancy Tax Fund (Fund 212).

Public Hearing:

Council Vote: October 14, 2019

8. Ordinance No. 2019-100 amending budgeted revenues and expenditures for the NEA Grant Fund (Fund 227) in the amount of THIRTEEN THOUSAND SEVEN HUNDRED EIGHTY-SEVEN DOLLARS (\$13,787) for the fiscal year ending September 30, 2020 for a grant received from the National Endowment for the Arts.

Public Hearing:

Council Vote: October 14, 2019

Action Items

9. Ordinance No. 2019-090 amending budgeted revenues and expenditures for the General Fund (Fund 101) in the amount of SIX THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS AND TWENTY-NINE CENTS (\$6,747.29) for the fiscal year ending September 30, 2020 for a donation received from the ArkLaTex 100 Club.

Public Hearing:

Council Vote: October 14, 2019

Kevin Schutte briefed this agenda item.

(6:39 p.m.)

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

VII. FIRST BRIEFINGS - NONE

VIII. PUBLIC HEARINGS

1. Resolution No. 2019-091 approving the application for the Edward Byrne Justice Assistance Grant providing a total grant in the amount of \$25,863, where the City will receive \$15,518 and Bowie County, Texas, will receive \$10,345.

Public Hearing: October 14, 2019
Council Vote: October 14, 2019

Kevin Schutte briefed this agenda item.
(6:42 p.m.)

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

IX. ITEMS FOR DISCUSSION

Staff Updates - None

X. ADMINISTRATIVE COMMENTS

1. City Council

Council Member Williams thanked the citizens, city staff, and Doug Sims of Waste Management for supporting National Night Out at the Collins Center on October 1st. She also thanked Ina McDowell and Main Street Texarkana for this year's Dine on the Line event held on October 4th.

Mayor Bruggeman said he enjoyed attending several block parties during National Night Out and received good citizen feedback. He thanked Lori Dunn of the Texarkana Gazette for coming to the meeting. Ms. Dunn was filling in for staff reporter Karl Richter who was covering another event.

The Mayor also thanked students from Texas A&M University - Texarkana for joining the meeting.

2. City Staff

Staff had no administrative comments for council.

XI. CLOSED SESSION

The City Council convened into closed session pursuant to Section 551.071 of the Texas Government Code for a private consultation with the City Attorney and Section 551.074 (Personnel Matters) to discuss or deliberate the City Manager's contract, evaluation, duties, goals, and performance review.

XII. RECONVENED INTO OPEN SESSION

1. Ordinance No. 2019-101 extending and amending the City Manager Employment Contract.

Public Hearing:

Council Vote: October 14, 2019

Council Member Harp made the motion to adopt Ordinance No. 2019-101 and approve Exhibit "A" referenced in the ordinance.

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

City Manager Jaster thanked the council for extending her contract and said that she looked forward to working more with council in the future.

XIII. ADJOURNMENT

A motion was made to adjourn the meeting.
(8:33 p.m.)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Briefing Sheet

Version:
Update Date: 10/9/2019 2:49 PM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: Pro Bono Week - October 20 - 26, 2019

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

N/A

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

For the Mayor to proclaim October 20-26, 2019 as Pro Bono Week

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- Pro Bono Week (1020-2619) (DOC)

P R O C L A M A T I O N

Pro Bono Week

October 20-26, 2019

WHEREAS, in the democratic society, access to justice is a fundamental and essential right; however, tens of thousands of Texans lack the means to gain access to legal assistance that is often critical to their safety and independence and they are often forced to resolve complex legal problems on their own, including domestic violence issues, divorce, child custody, evictions, foreclosures, and financial abuse matters; and

WHEREAS, the Texas Access to Justice Commission, the Texas Bar Association, Lone Star Legal Aid and local bar associations throughout Texas work to recruit volunteer attorneys to provide valuable legal services, free of charge, to those in need; and

WHEREAS, while members of the Texas legal community donate thousands of hours in free legal services and make generous financial contributions to legal-aid organizations in our state, a huge unmet need for legal assistance still remains for disadvantaged citizens; and

WHEREAS, Rule 6.1 of the Texas Rules of Civil Professional conduct calls on every lawyer to aspire to provide pro bono legal services to persons of limited means; and

WHEREAS, the National Pro Bono Celebration is a coordinated effort to showcase the great difference that Pro Bono lawyers make for individuals across the nation; and

WHEREAS, from October 20th through October 26th the Texas Access to Justice Commission, the Texas Bar Association, Lone Star Legal Aid, local bar associations, businesses, government agencies, and community organizations will be celebrating “Pro Bono Week 2019”.

NOW, THEREFORE, BE IT RESOLVED, that I, Bob Bruggeman, Mayor of the City of Texarkana, Texas, do hereby proclaim October 20th through October 26th, 2019 as

“PRO BONO WEEK 2019”

in the City of Texarkana and urge my fellow citizens to join me in recognizing the pro bono community’s contributions and the difference they make to our city, our system of justice, and most of all, to the clients served.

Bob Bruggeman, Mayor

Attest:

Jennifer Evans, City Secretary



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • SEPTEMBER 23, 2019

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

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

Staff Present: City Manager Shirley Jaster, Jennifer Evans, Kristin Peeples, Jim Powell, Kevin Schutte, David Orr, Sherry Jackson Hawkins, Alan Bailey, Robby Robertson, Dusty Henslee, Lisa Thompson, and Mashell Daniel.

Legal Counsel: Jeff Lewis.

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER MARY HART

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, October 14, 2019 at 6:00 p.m.

Monday, October 28, 2019 at 6:00 p.m.

National Night Out:

National Night Out is Tuesday, October 1st. This is a very popular event in the city with an average of 30 block parties each year. Police and Fire personnel along with other city officials will be out in the community visiting neighborhood block parties. Citizens can register their block parties at: www.texarkanapolice.net City staff will endeavor to stop by registered block parties that evening.

Upcoming Joint City Meeting:

The Texarkana Chamber of Commerce will host a Joint Texarkana Community Committee meeting with board members of Texarkana, Arkansas on Tuesday, October 8, 2019 at 3:00

Minutes Acceptance: Minutes of Sep 23, 2019 6:00 PM (Consent Items)

p.m. The topic will be "Housing in Texarkana". It will be held at the Ark-Tex Council of Governments building located at 4808 Elizabeth Street, Texarkana, Texas. The meeting will be open to the public.

Parks & Recreation Events:

September 26 th	Softball Tournament	Karrh Park
October 3 rd	Movies in the Park - "Secret Life of Pets 2" **	Spring Lake Park
October 5 th	Down Syndrome Walk	Spring Lake Park
October 5 th	Running Home 5K Walk	Spring Lake Park
October 5 th	CAST Fishing Day	Bringle Lake West
October 10 th	Movies in the Park - "Aladdin" **	Spring Lake Park
October 12 th	Zumba in the Park	Spring Lake Park

****Movies will begin at dusk****

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

Mayor Bruggeman said he enjoyed the recently held "Over the Edge" event at Texas A&M - Texarkana along with Texarkana, Arkansas Mayor Allen Brown. This event was sponsored by the local Alzheimer's Alliance. He also participated in the annual Four States Fair downtown parade on the same day.

On Friday September 27th, the first ever **Naturalization Ceremony** will be held at the downtown federal courthouse and post office. Federal Judges Robert Schroeder and Barry Bryant, of the Eastern District of Texas and Western District of Arkansas, respectively, will attend and participate in the honorary ceremony.

On the Texas side, this event is normally held in Tyler, thus a historic event for Texarkana USA!

IV. AR-TX REDI UPDATE - BY ROB SITTERLEY

Mr. Sitterley presented council with key marketing materials as an initial launch to AR-TX REDI. A condensed four-page brief was created which features an overview of the Texarkana area and what it has to offer. This brief will also showcase the region's uniqueness and many advantages across both states and both counties to prospective developers and businesses.

He also shared an ambassador card which contains AR-TX REDI's mission statement and his contact information. He thanked the council for its support and hopes soon to return with a REDI project in hand to present.

V. OPEN FORUM: COMMENTS FROM THE PUBLIC

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

Nancy Thompson addressed council about the weekly excessive noise disturbance coming from Red Bone Magic Brewing's outdoor music entertainment.

Mike Lee addressed council about the weekly excessive noise disturbance coming from Red Bone Magic Brewing's outdoor music entertainment.

VI. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

The following citizens were recommended for reappointment to the TIRZ Advisory Board:

Josh Andrus - recommended by Council Member Harp
Cory Floyd - recommended by Council Member Williams
Jason Thomson - recommended by Council Member Davis

1. Motion to make reappointments to the TIRZ Advisory Board.

(6:25 p.m.)

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

VII. ITEMS FOR CONSIDERATION

Consent Items

(6:25 p.m.)

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

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

Action Items

2. Resolution No. 2019-087 casting all Council votes for one nominee for Director on the Board of Directors of the Bowie Central Appraisal District.

Public Hearing:
Council Vote: September 23, 2019

A motion was made to reappoint Council Member Josh Davis to the Bowie Central Appraisal District Board of Directors.

(6:26 p.m.)

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

3. Resolution No. 2019-088 approving the reappointment of Commissioner Gerald Brooks to the Civil Service Commission.

Public Hearing:
Council Vote: September 23, 2019

(6:27 p.m.)

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

VIII. FIRST BRIEFINGS - NONE

IX. PUBLIC HEARINGS - NONE

X. ITEMS FOR DISCUSSION

Staff Updates - Weed Lot Program

Mashell Daniel gave a presentation outlining the process and intent of the weed lot program. Since fiscal year 2016, city costs have decreased by approximately \$70,000 as citizens and property owners are held responsible for the upkeep and maintenance of their properties. This program has been successful with the assistance of the municipal court system.

Council Member Harp commended staff for using the municipal court system to help drive down costs of the program.

Mayor Bruggeman thanked Judge Sherry Jackson Hawkins for her assistance in hearing and ruling on cases.

XI. ADMINISTRATIVE COMMENTS

1. City Council

Council had no administrative comments for staff.

2. City Staff

Staff had no administrative comments for council.

XII. CLOSED SESSION

The City Council convened into closed session pursuant to Section 551.071 of the Texas Government Code for a private consultation with the City's legal counsel regarding fire collective bargaining and Section 551.074 (Personnel Matters) to discuss or deliberate the City Manager's contract, evaluation, duties, goals, and performance review.

XIII. RECONVENED INTO OPEN SESSION

XIV. ADJOURNMENT

A motion was made to adjourn the meeting.
(7:31 p.m.)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/4/2019 10:20 AM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2019-089 amending budgeted revenues and expenditures for the
Metropolitan Planning Organization Fund (Fund 220) in the amount of
NINETY-FIVE THOUSAND DOLLARS (\$95,000) for the fiscal year ending
Subject: September 30, 2020 for supplemental planning and research funds received
from the Texas Department of Transportation (TxDOT).

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The Texarkana Metropolitan Planning Organization (MPO) was notified by the Texas Department of Transportation (TXDOT) that it was approved for \$95,000 in supplemental funding. The source of the supplemental funding is State Planning and Research (SPR) funds. This funding is not currently included in the FY 2020 budget. This ordinance would amend the FY 2020 budget to include the supplemental funding.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None. This is funding provided by the Texas Department of Transportation (TXDOT).

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

Texarkana Metropolitan Planning Organization Policy Board

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

City of Texarkana, Texas

Attachments

- a. 2019-089 ORD amend MPO FY 20 Budget (DOC)
- b. 2019-089 ATTH 01 Texarkana SPR FY 2020_signed (PDF)
- c. 2019-089 Goals & Perspectives (DOCX)
- d. 2019-089 ORD MPO SPR Funds signed (PDF)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	
	09/23/2019 2:58 PM			
Finance Department	Kristin Peeples	Finance Review	Completed	09/23/2019
	2:58 PM			
Metropolitan Planning Organization		JoAnne Gray	Review	Completed
	09/23/2019 3:09 PM			
City Manager	Shirley Jaster	City Manager Review	Completed	10/04/2019
	4:26 PM			
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
	6:00 PM			

Meeting History

ORDINANCE NO. 2019-089

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET REVENUE AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020 FOR THE METROPOLITAN PLANNING ORGANIZATION FUND TO APPROPRIATE ADDITIONAL REVENUE AND EXPENDITURES IN THE AMOUNT OF NINETY-FIVE THOUSAND DOLLARS (\$95,000); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Metropolitan Planning Organization received an award for Ninety-Five Thousand Dollars (\$95,000) in supplemental funding from the Texas Department of Transportation (TXDOT); and

WHEREAS, the budget for the fiscal year ending September 30, 2020 should be amended to reflect the supplemental funding award.

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

SECTION 1: That the budget estimate of the revenue and 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, 2019 and ending September 30, 2020, be amended to reflect additional revenue and expenditures appropriated of Ninety-Five Thousand Dollars (\$95,000) for supplemental funding from the Texas Department of Transportation (TxDOT).

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

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **October, 2019**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

September 10, 2019

Ms. Rea Donna Jones
 Texarkana Metropolitan Planning Organization
 220 Texas Boulevard
 Texarkana, Texas 75501

Dear Ms. Jones:

The Texas Department of Transportation (TxDOT), Transportation Planning and Programming Division (TPP) has approved your request for \$95,000 in supplemental funding for the Texarkana Metropolitan Planning Organization (MPO) for fiscal year (FY) 2020. The source of supplemental funding is State Planning and Research (SPR) funds.

The following steps must occur prior to the expenditure of Texarkana MPO's supplemental funds:

- Ensure Texarkana MPO's FY2020 Unified Planning Work Program (UPWP) incorporates the SPR funds and scope of work and is approved by the Federal Highway Administration (FHWA) and Federal Transit Administration.
- Texarkana MPO must receive a notice to proceed from TxDOT, TPP.

Please note that charges incurred prior to the issuance of notice to proceed will not be reimbursable.

Should you have any questions or concerns, please contact Mansour Shiraz (713) 802-5738.

Sincerely,

Peter Smith, P.E.
 Director, Transportation Planning & Programming Division

cc: Michael Anderson, P.E., Atlanta, District Engineer, TxDOT
 Peggy Thurin, P.E., Transportation Planning and Programming Division, Section Director, TxDOT
 Mansour Shiraz, Transportation Planning and Programming Division, Planner, TxDOT

Attachment: 2019-089 ATTH 01 Texarkana SPR FY 2020_signed (2146 : 2019-089 ORD Amending MPO Budget for FY 2020)

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Low

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

ORDINANCE NO. 2019-089

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET REVENUE AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020 FOR THE METROPOLITAN PLANNING ORGANIZATION FUND TO APPROPRIATE ADDITIONAL REVENUE AND EXPENDITURES IN THE AMOUNT OF NINETY-FIVE THOUSAND DOLLARS (\$95,000); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Metropolitan Planning Organization received an award for Ninety-Five Thousand Dollars (\$95,000) in supplemental funding from the Texas Department of Transportation (TXDOT); and

WHEREAS, the budget for the fiscal year ending September 30, 2020 should be amended to reflect the supplemental funding award.

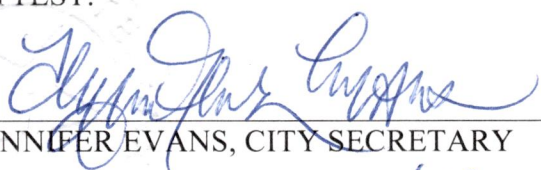
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the budget estimate of the revenue and 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, 2019 and ending September 30, 2020, be amended to reflect additional revenue and expenditures appropriated of Ninety-Five Thousand Dollars (\$95,000) for supplemental funding from the Texas Department of Transportation (TxDOT).

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

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **October, 2019**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:30 p.m.

Attachment: 2019-089 ORD MPO SPR Funds signed (2146 : 2019-089 ORD Amending MPO Budget for FY 2020)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/8/2019 12:01 PM

Lead Department: Water Utilities **Action Officer:** Pam White,
Resolution No. 2019-092 authorizing the City Manager to execute a contract
with A.L. Franks Engineering, Inc. of Texarkana, Arkansas, with budgeted
Subject: funds, in an amount not to exceed \$458,535 for engineering services associated
with modifications to the Wagner Creek Wastewater Treatment Plant.

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Water Utilities Department is preparing to expand and make improvements to the Wagner Creek Wastewater Treatment Plant (WWTP). The Wagner Creek WWTP treats the wastewater from the Cities of Texarkana, Nash and Wake Village. The plant was constructed in 1986 and has had only maintenance work required to keep the plant operating properly since it was constructed. The Texas Commission on Environmental Quality (TCEQ) has notified the Utility that it needs to initiate engineering and financial planning for the expansion and/or upgrading of the wastewater treatment facility. The Utility staff has determined that the plant is also in need of some modifications to keep it operating in an efficient manner. Proposed expansion and modifications that have been identified include: increasing the capacity of the Wagner Creek WWTP from 2.0 million gallons per day (MGD) to 4.0 MGD; installing an automatic bar screen and grit separator at the headworks of the plant; enclosing the headworks of the plant and installing an air scrubber; recoating the interior and exterior of the existing steel tanks; constructing an external aerobic digester; installing fine bubble diffusers; installing a 2.2 MG flow equalization basin; replacing the existing blowers; and installing a standby generator and transfer switch. The Utility staff has determined that an outside engineering firm will be required to design the proposed improvements. The Utility recommends A.L. Franks Engineering, Inc. for this project due to their familiarity with this type of wastewater treatment plant work. The proposed contract is for \$458,535 based on A.L. Franks Engineering Inc.'s estimated construction cost of \$6,075,796. The fee includes the following items: design portion of the contract is \$440,495 or 7.75% of the estimated cost of the project; an inspection fee of \$91,137 or 1.5% of the estimated cost; and a fee of \$5,000 for the preparation of an O&M manual. The total fee amount also includes a credit of \$78,097 for work that was done under the previous contract before work was stopped to reevaluate the project. Engineering staff has reviewed the engineering fees and has determined that they are within the acceptable engineering fee range for a wastewater treatment plant expansion and rehabilitation project.

Potential Options:

- None

City of Texarkana, Texas

Fiscal Implications:

Funds are budgeted in the Texarkana Water Utilities 2019-2020 budget at \$460,000.00 in the Wagner Creek Wastewater Treatment Capital Improvement Fund.

Staff Recommendation:

Utility Staff recommend approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2019-092 RES WCWWTP Modifications (DOC)
- b. 2019-092 ATTH 01 Contract (DOC)
- c. 2019-092 EXH 'A' (PDF)
- d. 2019-092 Goals & Perspectives (DOCX)
- e. 2019-092 RES WCWWTP Modifications signed (PDF)

Staff Coordination

Water Utilities	JD Phillips	Department Head Review	Completed	
	10/02/2019 3:05 PM			
Water Utilities	Gary Smith	Review	Completed	10/02/2019
3:33 PM				
Water Utilities	Jim Cornelius	Review	Completed	10/02/2019
3:39 PM				
City Manager	Shirley Jaster	City Manager Review	Completed	10/04/2019
4:23 PM				
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
6:00 PM				

Meeting History

RESOLUTION NO. 2019-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH A.L. FRANKS ENGINEERING, INC. OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED \$458,535 FOR ENGINEERING SERVICES ASSOCIATED WITH MODIFICATIONS TO THE WAGNER CREEK WASTEWATER TREATMENT PLANT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Wagner Creek Wastewater Treatment Plant serves the cities of Texarkana, Wake Village, and Nash, Texas; and

WHEREAS, the Wagner Creek Wastewater Treatment Plant was constructed in 1986 and has had only maintenance work required to keep the plant operating properly since it was constructed; and

WHEREAS, The Texas Commission on Environmental Quality notified the Utility on April 5, 2019 that it needs to initiate engineering and financial planning for the expansion and/or upgrading of the Wagner Creek Wastewater Treatment Plant; and

WHEREAS, Utility staff has determined that the Wagner Creek Wastewater Treatment Plant is in need of modifications to keep it operating in an efficient manner; and

WHEREAS, the cities of Texarkana, Wake Village, and Nash, Texas have agreed on the method of payment for the proposed Wagner Creek Wastewater Treatment Plant modifications; and

WHEREAS, Utility staff has determined that the A.L. Franks Engineering, Inc. of Texarkana, Arkansas, is capable of producing the necessary engineering plans and specifications and inspecting the construction for the proposed Wagner Creek Wastewater Treatment Plant expansion and modifications (**ATTH 01**); and

WHEREAS, A.L. Franks Engineering, Inc. has proposed a fee of \$458,535 for engineering services associated with modifications to the Wagner Creek Wastewater Treatment Plant; and

WHEREAS, there are funds budgeted in the Texarkana Water Utilities 2019-2020 budget at \$460,000 in the Wagner Creek Wastewater Treatment Capital Improvement Fund.

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

SECTION 1: That A.L. Franks Engineering, Inc. of Texarkana, Arkansas, being an engineering firm capable of designing and inspecting the proposed expansion and modifications at the

Wagner Creek Wastewater Treatment Plant, be contracted to provide engineering services in an amount not to exceed \$458,535 according to the fee schedule attached hereto as **Exhibit 'A'**.

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of October, 2019**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

CONTRACT FOR ENGINEERING SERVICES**PART I****AGREEMENT**

The AGREEMENT entered into this the ____ day of _____, 2019, by and between the City of Texarkana, Texas, hereinafter referred to as "Owner", acting herein by Shirley Jaster, City Manager, its duly authorized representative, and A.L. Franks Engineering, Inc., hereinafter referred to as "Firm", acting herein by Anthony L. (Andy) Franks, Principal.

Owner:	City of Texarkana, Texas 220 Texas Blvd. Texarkana, Texas 75501
Firm:	A.L. Franks Engineering, Inc. 118 E. Broad Street Texarkana, Arkansas 71854
Project:	Wagner Creek Waste Water Treatment Plant Expansion

WHEREAS the Owner desires to implement its project under the requirements of the Texas Commission on Environmental Quality (TCEQ); and, Whereas the Owner desires to engage the Firm to render certain services in connection with the professional engineering design, and construction of the aforementioned project.

NOW, THEREFORE, the parties do mutually agree as follows:

Part II – Detailed Engineering Services, Part III – Payment Schedule, and Part IV – Terms and Conditions are hereby incorporated by reference into this Agreement as wholly contained herein.

Part I	Agreement
Part II	Detailed Engineering Services
Part III	Payment Schedule
Part IV	Terms & Conditions

Attachment: 2019-092 ATTH 01 Contract (2149 : 2019-092 RES Wagner Creek WWTP Modifications)

ACCESS TO INFORMATION:

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Owner and its agencies. No charge will be made to the Firm for such information and the Owner and its agents will cooperate with the Firm in every way possible to facilitate the performance of the work described in the Agreement.

COMPENSATION AND METHOD OF PAYMENT:

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Four Hundred Fifty Eight Thousand Five Hundred Thirty Five and No/100 Dollars (\$458,535). Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of the Agreement.

INDEMNIFICATION:

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Owner and its agents from and against such compliance, and shall assume full responsibility for payments of Federal, State and local taxes, or contributions imposed or required under the Social Security, workers' compensation and income tax laws.

MISCELLANEOUS PROVISIONS:

- a. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bowie County, Texas
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.

- e. This Agreement may be amended by mutual agreement of the parties hereto, in writing, with such amendment document to be attached to and incorporated into this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Owner: City of Texarkana, Texas

Firm: A.L. Franks Engineering, Inc.

By: _____
Shirley Jaster
City Manager

By: _____
Anthony L. (Andy) Franks
President/CEO

Attest:

Attest:

Attachment: 2019-092 ATTH 01 Contract (2149 : 2019-092 RES Wagner Creek WWTP Modifications)

PART II**DETAILED ENGINEERING SERVICES**

The Engineering Firm shall render the following professional services necessary for the development of the project which is planned for construction as outlined in Exhibit 'A' attached hereto.

SCOPE OF SERVICES

1. Attend preliminary conferences with the Owner regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWS for the project and, if applicable, furnish to the locality:
 - a Name and address of property owners;
 - b Legal description of parcels to be acquired;
 - c Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advise as to the necessity of the Owner providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Owner's representative in connection with any such services.
4. Prepare railroad/highway permits, as necessary.
5. Provide preliminary engineering on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within thirty (30) days of contract execution.
6. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
7. Prepare bid packet/contract documents/advertisement for bids.
8. Conduct bid opening.
9. Tabulate, analyze, and review bids for completeness and accuracy.
10. Accomplish construction Contractor eligibility verification.
11. Conduct pre-construction conference.
12. Issue Notice to Proceed to construction contractor.

13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
14. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
15. Consult with and advise the Owner during construction; issue to contractors all instructions requested by the Owner; and prepare routine change orders if required, at no charge for engineering services to the Owner when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders.
16. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
17. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payments to constitute a representation to the locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
18. Require that a 5% retainage is withheld from all payments on construction contracts until final acceptance by the locality, unless State or local law provides otherwise.
19. Prepare Certificate of Construction Completion.
20. Conduct interim/final inspection.
21. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Owner.
2. The Engineer shall, prior to proceeding with the work, notify Owner in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Owner determines that any subcontractor is incompetent or undesirable, the Owner will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Owner.

4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Owner including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
 - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - b. Executive Order 11246 - Equal Employment Opportunity.
 - c. Copeland Anti-Kickback Act.
 - d. (in excess of \$2,000) - Section 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - e. a provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - f. Section 3 of the Housing and Urban Development Act of 1969.
 - g. Title VI of the Civil Rights Act of 1964.
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 C.F.R. Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Owner in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Owner and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Owner shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Owner, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

PART III**PAYMENT SCHEDULE**

The Owner shall pay/reimburse the Firm for basic engineering services provided upon partial completion of the following project milestones billed monthly per the following maximum percentage of the contract amount.

- I. BASIC SERVICES – The fee for all Basic Services shall not exceed a total of Three Hundred Sixty-Two Thousand Three Hundred Ninety-Eight and No/100 Dollars (\$362,398).

An estimated breakdown of fee totals for each category is as follows:

1.	Preliminary engineering design plans and specifications	25%	\$ 90,600
2.	Final engineering design plans and specifications	60%	\$217,438
3.	Bid advertisement and contract award	10%	\$ 36,340
4.	Final inspection and acceptance and providing set of “As Built” plans to Owner	5%	\$ 18,020
PROJECT TOTAL		100%	\$362,398

- II. The fee for all other Special Services shall not exceed a total of Ninety Six Thousand One Hundred Thirty Seven and No/100 Dollars (\$96,137).

The payment for Special Services shall be paid, per the following schedule:

1. The Engineer shall be paid for periodic project inspection averaging eighteen (18) hours per week and Principal Engineer site visits averaging sixteen (16) hours per month for a total amount not to exceed of Ninety One Thousand One Hundred Thirty Seven (\$91,137).

All daily inspections, logs and pay item completion schedules to be provided by the Owner.

2. The Engineer shall be paid a Lump Sum amount for providing an Operation and Maintenance Manual the sum of Five Thousand and No/100 Dollars (\$5,000).

The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts owing.

PART IV**TERMS AND CONDITIONS****PROFESSIONAL MANAGEMENT,
ENGINEERING AND/OR ARCHITECTURAL SERVICES**

1. Termination of Contract for Cause. If, through any cause the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Owner, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Firm, and the Owner may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Owner from the Firm is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Owner as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation which are mutually agreed upon by and between the Owner and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services

subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Owner thereto: Provided, however that claims for money by the Firm from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. Reports and Information. The Firm, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the Owner maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Owner shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by the other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of the non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap, or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 13. Interest of Members of an Owner. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
 14. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
 15. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

WAGNER CREEK WWTP IMPROVEMENTS**REVISED MARCH 2019****UPGRADE TO 4.0 MGD w/ 12.0 MGD PEAK FLOW****STRUCTURES FOR GRIT REMOVAL AND UV WILL ACCOMMODATE 6.0 MGD/PEAK 18.0 MGD****OPINION OF PROBABLE COST****Prepared by: A.L. Franks Engineering**

Item #	Description	Units	Equipment Cost	Construction Cost	Subtotal
1	Automatic Bar Screen Installed in Existing Channel	1 L.S.	\$220,770.00	\$32,153	\$252,923
2	Grit Separator/Washing/Dewatering Unit	1 L.S.	\$411,300.00	\$405,000	\$816,300
3	Building Enclosure with Air Scrubber System	1 L.S.	\$268,000.00	\$42,000	\$310,000
4	Site Preparation Including Fencing and Piping, Etc....	1 L.S.	\$120,000.00	\$75,000	\$195,000
5	Re-coat Interior and Exterior of Existing Tanks #1 & #2	1 L.S.	-	\$185,000	\$185,000
6	Modification to Existing Steel Structure	1 L.S.	-	\$65,000	\$65,000
7	Fine Bubble Diffusion	1 L.S.	\$100,000.00	\$75,000	\$175,000
8	2.2 MG Flow Equalization Basin/Aeration	1 L.S.	\$853,573.00	\$110,000	\$963,573
9	Replace Blowers Equipped with VFDs	4 EA.	\$610,000.00	\$28,000	\$638,000
10	Standby Generator with Auto. Switch Gear	1 L.S.	\$275,000.00	-	\$275,000
11	Disinfection Modification to Eliminate Hazardous Materials w/ 100% redundancy	1 L.S.	\$710,000.00	\$60,000	\$770,000
12	Treatment Unit #3 2.0 MGD	1 L.S.	-	-	\$1,430,000
TOTAL COST			\$3,568,643.00	\$1,077,153.00	\$6,075,796
ENGINEERING DESIGN (7.25%)					\$440,495
PERIODIC INSPECTION (1.5%)					\$91,137
O&M MANUAL					\$5,000
CONTINGENCY (10%)					\$607,580
LESS (Design Duplication)					(\$78,097)
TOTAL PROJECT COST					\$7,063,814

Attachment: 2019-092 EXH 'A' (2149 : 2019-092 RES Wagner Creek WWTP Modifications)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2019-092

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH A.L. FRANKS ENGINEERING, INC. OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED \$458,535 FOR ENGINEERING SERVICES ASSOCIATED WITH MODIFICATIONS TO THE WAGNER CREEK WASTEWATER TREATMENT PLANT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Wagner Creek Wastewater Treatment Plant serves the cities of Texarkana, Wake Village, and Nash, Texas; and

WHEREAS, the Wagner Creek Wastewater Treatment Plant was constructed in 1986 and has had only maintenance work required to keep the plant operating properly since it was constructed; and

WHEREAS, The Texas Commission on Environmental Quality notified the Utility on April 5, 2019 that it needs to initiate engineering and financial planning for the expansion and/or upgrading of the Wagner Creek Wastewater Treatment Plant; and

WHEREAS, Utility staff has determined that the Wagner Creek Wastewater Treatment Plant is in need of modifications to keep it operating in an efficient manner; and

WHEREAS, the cities of Texarkana, Wake Village, and Nash, Texas have agreed on the method of payment for the proposed Wagner Creek Wastewater Treatment Plant modifications; and

WHEREAS, Utility staff has determined that the A.L. Franks Engineering, Inc. of Texarkana, Arkansas, is capable of producing the necessary engineering plans and specifications and inspecting the construction for the proposed Wagner Creek Wastewater Treatment Plant expansion and modifications (**ATTH 01**); and

WHEREAS, A.L. Franks Engineering, Inc. has proposed a fee of \$458,535 for engineering services associated with modifications to the Wagner Creek Wastewater Treatment Plant; and

WHEREAS, there are funds budgeted in the Texarkana Water Utilities 2019-2020 budget at \$460,000 in the Wagner Creek Wastewater Treatment Capital Improvement Fund.

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

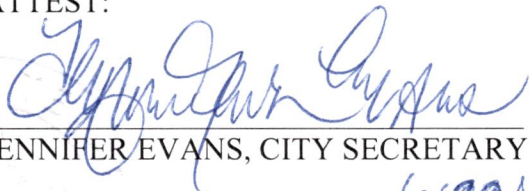
SECTION 1: That A.L. Franks Engineering, Inc. of Texarkana, Arkansas, being an engineering firm capable of designing and inspecting the proposed expansion and modifications at the

Wagner Creek Wastewater Treatment Plant, be contracted to provide engineering services in an amount not to exceed \$458,535 according to the fee schedule attached hereto as **Exhibit 'A'**.

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of October, 2019**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY
6:30 p.m.


BOB BRUGGEMAN, MAYOR

CONTRACT FOR ENGINEERING SERVICES**PART I****AGREEMENT**

The AGREEMENT entered into this the ____ day of _____, 2019, by and between the City of Texarkana, Texas, hereinafter referred to as "Owner", acting herein by Shirley Jaster, City Manager, its duly authorized representative, and A.L. Franks Engineering, Inc., hereinafter referred to as "Firm", acting herein by Anthony L. (Andy) Franks, Principal.

Owner: City of Texarkana, Texas
220 Texas Blvd.
Texarkana, Texas 75501

Firm: A.L. Franks Engineering, Inc.
118 E. Broad Street
Texarkana, Arkansas 71854

Project: Wagner Creek Waste Water
Treatment Plant Expansion

WHEREAS the Owner desires to implement its project under the requirements of the Texas Commission on Environmental Quality (TCEQ); and, Whereas the Owner desires to engage the Firm to render certain services in connection with the professional engineering design, and construction of the aforementioned project.

NOW, THEREFORE, the parties do mutually agree as follows:

Part II – Detailed Engineering Services, Part III – Payment Schedule, and Part IV – Terms and Conditions are hereby incorporated by reference into this Agreement as wholly contained herein.

Part I	Agreement
Part II	Detailed Engineering Services
Part III	Payment Schedule
Part IV	Terms & Conditions

ACCESS TO INFORMATION:

It is agreed that all information, data, reports and records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished to the Firm by the Owner and its agencies. No charge will be made to the Firm for such information and the Owner and its agents will cooperate with the Firm in every way possible to facilitate the performance of the work described in the Agreement.

COMPENSATION AND METHOD OF PAYMENT:

The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Four Hundred Fifty Eight Thousand Five Hundred Thirty Five and No/100 Dollars (\$458,535). Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III – Payment Schedule of the Agreement.

INDEMNIFICATION:

The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the Owner and its agents from and against such compliance, and shall assume full responsibility for payments of Federal, State and local taxes, or contributions imposed or required under the Social Security, workers' compensation and income tax laws.

MISCELLANEOUS PROVISIONS:

- a. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bowie County, Texas
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which such party may be entitled.

- e. This Agreement may be amended by mutual agreement of the parties hereto, in writing, with such amendment document to be attached to and incorporated into this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

Owner: City of Texarkana, Texas

Firm: A.L. Franks Engineering, Inc.

By: _____
Shirley Jaster
City Manager

By: _____
Anthony L. (Andy) Franks
President/CEO

Attest:

Attest:

PART II**DETAILED ENGINEERING SERVICES**

The Engineering Firm shall render the following professional services necessary for the development of the project which is planned for construction as outlined in Exhibit 'A' attached hereto.

SCOPE OF SERVICES

1. Attend preliminary conferences with the Owner regarding the requirements of the project.
2. Determine necessity for any acquisition of any additional real property/easements/ROWs for the project and, if applicable, furnish to the locality:
 - a Name and address of property owners;
 - b Legal description of parcels to be acquired;
 - c Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advise as to the necessity of the Owner providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Owner's representative in connection with any such services.
4. Prepare railroad/highway permits, as necessary.
5. Provide preliminary engineering on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Owner, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within thirty (30) days of contract execution.
6. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
7. Prepare bid packet/contract documents/advertisement for bids.
8. Conduct bid opening.
9. Tabulate, analyze, and review bids for completeness and accuracy.
10. Accomplish construction Contractor eligibility verification.
11. Conduct pre-construction conference.
12. Issue Notice to Proceed to construction contractor.

13. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
14. Make periodic visits to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
15. Consult with and advise the Owner during construction; issue to contractors all instructions requested by the Owner; and prepare routine change orders if required, at no charge for engineering services to the Owner when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders.
16. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
17. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owing to the contractor in such amounts; such approvals of payments to constitute a representation to the locality, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
18. Require that a 5% retainage is withheld from all payments on construction contracts until final acceptance by the locality, unless State or local law provides otherwise.
19. Prepare Certificate of Construction Completion.
20. Conduct interim/final inspection.
21. Revise contract drawings to show the work as actually constructed, and furnish the locality with a set of "as built" plans.

SUBCONTRACTS

1. No work under this Contract shall be subcontracted by Engineer without prior approval, in writing, from the Owner.
2. The Engineer shall, prior to proceeding with the work, notify Owner in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the Owner determines that any subcontractor is incompetent or undesirable, the Owner will notify the Engineer who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Contract shall create any contractual relation between any subcontractor and Owner.

4. The Engineer will include in all contracts and subcontracts of amounts in excess of \$100,000 a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act [42 U.S. 1857 (h)], Section 508 of the Clean Water Act (33 U.S.C. 1368d), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R., Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The provisions shall require reporting of violations to the U.S. Environmental Protection Agency Assistant Administrator for Enforcement.
5. The Engineer will include in all contracts and subcontracts other than for small purchases (less than \$10,000), provisions or conditions which will allow for administrative, contractual or legal remedies in instances which violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Engineer will include in all contracts and subcontracts in excess of \$10,000 suitable provisions for termination by the Owner including the manner by which it will be affected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the Engineer.
7. The Engineer will include in all contracts and subcontracts in excess of \$10,000 provisions requiring compliance with the following:
 - a. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, physical or mental disability, marital status, parenthood, or age.
 - b. Executive Order 11246 - Equal Employment Opportunity.
 - c. Copeland Anti-Kickback Act.
 - d. (in excess of \$2,000) - Section 103 and 107 of the Contract Work Hours and Safety Standards Act.
 - e. a provision recognizing mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act.
 - f. Section 3 of the Housing and Urban Development Act of 1969.
 - g. Title VI of the Civil Rights Act of 1964.
8. The Engineer will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 C.F.R. Part 24. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Engineer and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Engineer represents that it has the required skills and capacity to perform work and services to be provided under this contract.
2. The Engineer represents that services provided under this Contract shall be performed within the limits prescribed by the Owner in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Engineer's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from Owner and at the Engineer's expense if the deficiency is due to Engineer's negligence. The Owner shall notify the Engineer in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the locality under applicable state or federal law.
4. The Engineer agrees to and shall hold harmless the Owner, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Engineer, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Engineer doing the work herein contracted for or by or in consequence of any negligence in the performance of this Contract, or by or on account of any omission in the performance of this Contract.

PART III

PAYMENT SCHEDULE

The Owner shall pay/reimburse the Firm for basic engineering services provided upon partial completion of the following project milestones billed monthly per the following maximum percentage of the contract amount.

- I. BASIC SERVICES – The fee for all Basic Services shall not exceed a total of Three Hundred Sixty-Two Thousand Three Hundred Ninety-Eight and No/100 Dollars (\$362,398).

An estimated breakdown of fee totals for each category is as follows:

1.	Preliminary engineering design plans and specifications	25%	\$ 90,600
2.	Final engineering design plans and specifications	60%	\$217,438
3.	Bid advertisement and contract award	10%	\$ 36,340
4.	Final inspection and acceptance and providing set of "As Built" plans to Owner	5%	\$ 18,020
	PROJECT TOTAL	100%	\$362,398

- II. The fee for all other Special Services shall not exceed a total of Ninety Six Thousand One Hundred Thirty Seven and No/100 Dollars (\$96,137).

The payment for Special Services shall be paid, per the following schedule:

1. The Engineer shall be paid for periodic project inspection averaging eighteen (18) hours per week and Principal Engineer site visits averaging sixteen (16) hours per month for a total amount not to exceed of Ninety One Thousand One Hundred Thirty Seven (\$91,137).

All daily inspections, logs and pay item completion schedules to be provided by the Owner.

2. The Engineer shall be paid a Lump Sum amount for providing an Operation and Maintenance Manual the sum of Five Thousand and No/100 Dollars (\$5,000).

The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts owing.

PART IV**TERMS AND CONDITIONS****PROFESSIONAL MANAGEMENT,
ENGINEERING AND/OR ARCHITECTURAL SERVICES**

1. Termination of Contract for Cause. If, through any cause the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the Owner shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the Owner, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the Owner for damages sustained by the Owner by virtue of any breach of the Contract by the Firm, and the Owner may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the Owner from the Firm is determined.

2. Termination for Convenience of the Owner. The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the Owner as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The Owner may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation which are mutually agreed upon by and between the Owner and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
 - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Owner.
 - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the Owner. Any work or services

subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Owner thereto: Provided, however that claims for money by the Firm from the Owner under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Owner.
6. Reports and Information. The Firm, at such times and in such forms as the Owner may require, shall furnish the Owner such periodic reports as it may request pertaining to the work or services undertaken pursuant to this contract, the cost and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the Owner maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Owner shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by the other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the Owner.
9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the Owner harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
 - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including

apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Owner setting forth the provisions of the non-discrimination clause.

- b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap, or national origin.
 - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
 - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Interest of Members of an Owner. No member of the governing body of the Owner and no other officer, employee, or agent of the Owner who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Firm shall take appropriate steps to assure compliance.
14. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
15. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

WAGNER CREEK WWTP IMPROVEMENTS**REVISED MARCH 2019****UPGRADE TO 4.0 MGD w/ 12.0 MGD PEAK FLOW****STRUCTURES FOR GRIT REMOVAL AND UV WILL ACCOMMODATE 6.0 MGD/PEAK 18.0 MGD****OPINION OF PROBABLE COST****Prepared by: A.L. Franks Engineering**

Item #	Description	Units	Equipment Cost	Construction Cost	Subtotal
1	Automatic Bar Screen Installed in Existing Channel	1 L.S.	\$220,770.00	\$32,153	\$252,923
2	Grit Separator/Washing/Dewatering Unit	1 L.S.	\$411,300.00	\$405,000	\$816,300
3	Building Enclosure with Air Scrubber System	1 L.S.	\$268,000.00	\$42,000	\$310,000
4	Site Preparation Including Fencing and Piping, Etc....	1 L.S.	\$120,000.00	\$75,000	\$195,000
5	Re-coat Interior and Exterior of Existing Tanks #1 & #2	1 L.S.	-	\$185,000	\$185,000
6	Modification to Existing Steel Structure	1 L.S.	-	\$65,000	\$65,000
7	Fine Bubble Diffusion	1 L.S.	\$100,000.00	\$75,000	\$175,000
8	2.2 MG Flow Equalization Basin/Aeration	1 L.S.	\$853,573.00	\$110,000	\$963,573
9	Replace Blowers Equipped with VFDs	4 EA.	\$610,000.00	\$28,000	\$638,000
10	Standby Generator with Auto. Switch Gear	1 L.S.	\$275,000.00	-	\$275,000
11	Disinfection Modification to Eliminate Hazardous Materials w/ 100% redundancy	1 L.S.	\$710,000.00	\$60,000	\$770,000
12	Treatment Unit #3 2.0 MGD	1 L.S.	-	-	\$1,430,000
TOTAL COST			\$3,568,643.00	\$1,077,153.00	\$6,075,796
ENGINEERING DESIGN (7.25%)					\$440,495
PERIODIC INSPECTION (1.5%)					\$91,137
O&M MANUAL					\$5,000
CONTINGENCY (10%)					\$607,580
LESS (Design Duplication)					(\$78,097)
TOTAL PROJECT COST					\$7,063,814

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/4/2019 11:18 AM

Lead Department: Water Utilities **Action Officer:** Pam White,
Resolution No. 2019-096 authorizing the City Manager to purchase one (1)
Combination Vac-Jet Truck through the HGAC Buy Board, with budgeted
Subject: funds, in an amount not to exceed, for the Texas portion, \$237,906.47 and the
total amount not to exceed \$376,315.20.

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Texarkana Water Utilities (TWU) reviewed pricing from several manufacturers for the purchase of one (1) Combination Vac-Jet truck. It was determined that the most cost-effective purchase would be to utilize the HGAC BuyBoard at \$376,315.20. This price includes the BuyBoard applicable fees. The BuyBoard is a local government purchasing cooperative administered by the Texas Association of School Boards. TWU has purchased from the BuyBoard on previous occasions. Purchase from the BuyBoard meets all bidding requirements.

Potential Options:

- None

Fiscal Implications:

Funds were budgeted and are available for the purchase of this equipment in the Texarkana Water Utilities 2019-2020 Budget in the Utility Equipment Acquisition Fund.

Staff Recommendation:

Texarkana Water Utilities staff recommends approval of the purchase.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2019-096 RES Combination Vac-Jet Truck (DOCX)

City of Texarkana, Texas

- b. 2019-096 ATTH 01 Pricing Worksheet (PDF)
- c. 2019-096 Goals & Perspectives (DOCX)
- d. 2019-096 RES Combination Vac-Jet Truck signed (PDF)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	
	10/02/2019 4:58 PM			
Water Utilities	JD Phillips	Water Utilities Review	Completed	
	10/02/2019 4:59 PM			
Water Utilities	Jim Cornelius	Review	Completed	10/02/2019
5:29 PM				
City Manager	Shirley Jaster	City Manager Review	Completed	10/04/2019
2:22 PM				
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
6:00 PM				

Meeting History

RESOLUTION NO. 2019-096

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO PURCHASE ONE (1) COMBINATION VAC-JET TRUCK THROUGH THE HGAC BUY BOARD IN AN AMOUNT NOT TO EXCEED, FOR THE TEXAS PORTION, \$237,906.47 AND THE TOTAL AMOUNT NOT TO EXCEED \$376,315.20; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Texarkana Water Utilities reviewed pricing from several manufacturers for the purchase of one (1) Combination Vac-Jet Truck and determined that the most cost-effective purchase would be to utilize the HGAC Buy Board (**ATTH 01**) for a purchase price of \$376,315.20, which include HGAC Buy Board applicable fees; and

WHEREAS, HGAC Buy Board is a local government purchasing cooperative administered by the Texas Association of School Boards. Texarkana Water Utilities has purchased from the HGAC Buy Board previously and purchase from the HGAC Buy Board meets all bidding requirements; and

WHEREAS, funds were budgeted in the Texarkana Water Utilities 2019-2020 Budget in the Utility Equipment Acquisition Fund.

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

SECTION 1: That the most cost-effective would be to utilize the HGAC Buy Board in an amount not to exceed, for the Texas portion, \$237,906.47 and the total amount not to exceed \$376,315.20.

SECTION 2: That the City Manager be and is hereby authorized to issue a purchase order for one (1) Combination Vac-Jet Unit through the HGAC Buy Board.

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

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **October, 2019**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2019-096 RES Combination Vac-Jet Truck (2150 : 2019-096 RES Purchase 1 Combination Vac-Jet Truck)


CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only
Contract No.:

HT06-18

Date Prepared:

9/11/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Texarkana Water Utilities	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com
Product Code:	C3	Description:	2020 Freightliner 114SD SRA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 8983

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RH Understep Aftertreatment w/ Vert Stack	617	AM/FM Radio	29
DA-F-20 20,000 LB Front Axle	2577		
20,000 LB Front Suspension	1130		
LH 100 Gallon Fuel Tank	308		
Fuel/Water Separator	203		
425/65R22.5 Michelin XZY	471	Vac-Con Single Engine PD	281171.
11R22.5 XDE-MS RR Tires	320	Subtotal From Additional Sheet(s):	
Basic High Back Air Driver Seat	159	Subtotal B:	287255.

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
 (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	377085.2	=	Subtotal D:	377085.2
E. H-GAC Order Processing Charge (Amount Per Current Policy)					Subtotal E:	1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Vac-Con Delivery	2525		
Chassis Discount	-4795		
		Subtotal F:	-2270

Delivery Date:

G. Total Purchase Price (D+E+F):

376315.2

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:

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WHEREAS, Texarkana Water Utilities reviewed pricing from several manufacturers for the purchase of one (1) Combination Vac-Jet Truck and determined that the most cost-effective purchase would be to utilize the HGAC Buy Board (**ATTH 01**) for a purchase price of \$376,315.20, which include HGAC Buy Board applicable fees; and

WHEREAS, HGAC Buy Board is a local government purchasing cooperative administered by the Texas Association of School Boards. Texarkana Water Utilities has purchased from the HGAC Buy Board previously and purchase from the HGAC Buy Board meets all bidding requirements; and

WHEREAS, funds were budgeted in the Texarkana Water Utilities 2019-2020 Budget in the Utility Equipment Acquisition Fund.

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

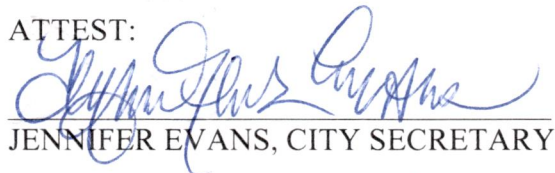
SECTION 1: That the most cost-effective would be to utilize the HGAC Buy Board in an amount not to exceed, for the Texas portion, \$237,906.47 and the total amount not to exceed \$376,315.20.

SECTION 2: That the City Manager be and is hereby authorized to issue a purchase order for one (1) Combination Vac-Jet Unit through the HGAC Buy Board.

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

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **October, 2019**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:30 p.m.

Attachment: 2019-096 RES Combination Vac-Jet Truck signed (2150 : 2019-096 RES Purchase 1 Combination Vac-Jet Truck)


CONTRACT PRICING WORKSHEET
 For MOTOR VEHICLES Only

 Contract
 No.:

HT06-18

 Date
 Prepared:

9/11/2019

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents **MUST** be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Texarkana Water Utilities	Contractor:	Houston Freightliner
Contact Person:		Prepared By:	Adam Neuse
Phone:		Phone:	713-580-8148
Fax:		Fax:	713-676-1603
Email:		Email:	adam.neuse@strhouston.com
Product Code:	C3	Description:	2020 Freightliner 114SD SRA

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

89830

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
 (Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
RH Understep Aftertreatment w/ Vert Stack	617	AM/FM Radio	299
DA-F-20 20,000 LB Front Axle	2577		
20,000 LB Front Suspension	1130		
LH 100 Gallon Fuel Tank	308		
Fuel/Water Separator	203		
425/65R22.5 Michelin XZY	471	Vac-Con Single Engine PD	281171.2
11R22.5 XDE-MS RR Tires	320	Subtotal From Additional Sheet(s):	
Basic High Back Air Driver Seat	159	Subtotal B:	287255.2

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.

(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is:

0%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	377085.2	=	Subtotal D:	377085.2
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E. H-GAC Order Processing Charge (Amount Per Current Policy)

Subtotal E: 1500

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Vac-Con Delivery	2525		
Chassis Discount	-4795		
		Subtotal F:	-2270

Delivery Date:

G. Total Purchase Price (D+E+F):

376315.2

Attachment: 2019-096 RES Combination Vac-Jet Truck signed (2150 : 2019-096 RES Purchase 1 Combination Vac-Jet Truck)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/4/2019 11:23 AM

Lead Department: Water Utilities **Action Officer:** Pam White,
Resolution No. 2019-097 authorizing the City Manager to accept the bid and
enter into a contract, using budgeted funds, with Kampco, Inc. of Texarkana,
Arkansas, in an amount not to exceed \$980,680.17 for the West Texarkana
Subject: Sewer Project.

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bids were received Tuesday, October 1, 2019 for the West Texarkana Sewer Project. Three (3) contractors picked up bid packages for the project and three (3) contractors bid on the project. Kampco, Inc. of Texarkana, Arkansas was the apparent low bidder with a low Base Bid of \$980,680.17. This project consists of installing sewer mains in the west Texarkana area. This project will install approximately 10,229 feet of gravity main, 3,236 feet of two-inch force main, two lift stations, and related appurtenances. Kampco, Inc. has successfully completed several jobs for the Utility including the Wagner Creek @ Hwy 82 Sewer Main Replacement Project.

Potential Options:

- None

Fiscal Implications:

This project was budgeted in the Utility's 2019-2020 Budget in the Texas Capital Improvement Fund at \$1,200,000.00.

Staff Recommendation:

Utility staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

City of Texarkana, Texas

- a. 2019-097 RES West Txk Sewer Project (DOCX)
- b. 2019-097 ATTH 01 Bid Summary (DOCX)
- c. 2019-097 ATTH 02 Bid Tab (PDF)
- d. 2019-097 Goals Perspectives(DOCX)
- e. 2019-097 RES West Texarkana Sewer Project signed (PDF)

Staff Coordination

Water Utilities	Gary Smith	Department Head Review	Completed	
	10/02/2019 4:54 PM			
Water Utilities	JD Phillips	Water Utilities Review	Completed	
	10/02/2019 4:56 PM			
Water Utilities	Jim Cornelius	Review	Completed	10/02/2019
5:26 PM				
City Manager	Shirley Jaster	City Manager Review	Completed	10/04/2019
4:25 PM				
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
6:00 PM				

Meeting History

RESOLUTION NO. 2019-097

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 KAMPCO, INC. OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED \$980,680.17 FOR THE WEST TEXARKANA SEWER PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on October 1, 2019, three (3) bids were received, a copy of which is attached hereto as **ATTH 01**, by Texarkana Water Utilities for the West Texarkana Sewer Project; and

WHEREAS, the project will consist of installing 10,229 feet of gravity main, 3,236 feet of two-inch force main, two lift stations, and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Kampco, Inc. of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH 02** in an amount not to exceed \$980,680.17; and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2019-2020 Budget in the Texas Capital Improvement Fund are available in the amount of \$1,200,000.00.

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

SECTION 1: That the lowest and best bid by a responsible vendor, submitted by Kampco, Inc. of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH 02** be and is hereby approved in an amount not to exceed \$980,680.17 for the installation of 10,229 feet of gravity main, 3,236 feet of two inch force main, two lift stations and related appurtenances for the West Texarkana Sewer Project.

SECTION 2: That the City Manager be and is authorized to contract with Kampco, Inc. of Texarkana, Arkansas, 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 **14th** day of **October, 2019**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2019-097 RES West Txk Sewer Project (2151 : 2019-097 RES West Texarkana Sewer Project)

Bid Summary

West Texarkana Sewer Project

Tuesday, October 1, 2019, 2:00 P.M.

	<u>Base Bid</u>
1. Kampco, Inc. Texarkana, Arkansas	\$ 980,680.17
2. RBIS, LLC Texarkana, Texas	\$ 987,491.60
3. Belt Construction, Inc. Texarkana, Arkansas	\$1,512,151.00

Time First Bid Opened: 2:00 P.M

Number of Bidders: 3

Apparent Low Bidder: Kampco, Inc.

Project No. 62-000-135131-T121942
OCTOBER 1, 2019 @ 2:00

BASE BID:

Item	Quantity	Unit	Description	RBIS, LLC		KAMPCO, INC.		BELT CONSTRUCTION	
				Texarkana, AR	Total	Texarkana, AR	Total	Texarkana, AR	Total
1	1	LS	Mobilization	\$18,500.00	\$18,500.00	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00
2	1	LS	Barricades and Traffic Handling	\$6,690.00	\$6,690.00	\$2,895.92	\$2,895.92	\$16,000.00	\$16,000.00
3	91	STA	Right of Way Preparation	\$450.00	\$40,950.00	\$325.38	\$29,609.58	\$674.00	\$61,334.00
4	1	EA	2" PVC Sewer Force Main Drilled Core Connection/Discharge at Manhole	\$840.00	\$840.00	\$473.08	\$473.08	\$2,810.00	\$2,810.00
5	3,236	LF	2" PVC Sewer Force Main	\$3.75	\$12,135.00	\$4.81	\$15,565.16	\$12.50	\$40,450.00
6	2,197	LF	8" PVC Sewer (0 to 6')	\$20.40	\$44,818.80	\$22.87	\$50,245.39	\$27.00	\$59,319.00
7	3,010	LF	8" PVC Sewer (6 to 8')	\$24.00	\$72,240.00	\$25.79	\$77,627.90	\$32.00	\$96,320.00
8	1,404	LF	8" PVC Sewer (8 to 10')	\$28.20	\$39,592.80	\$26.74	\$37,542.96	\$38.00	\$53,352.00
9	624	LF	8" PVC Sewer (10' to 12')	\$39.00	\$24,336.00	\$32.87	\$20,510.88	\$44.00	\$27,456.00
10	1,082	LF	8" PVC Sewer (12' plus)	\$52.00	\$56,264.00	\$74.06	\$80,132.92	\$50.00	\$54,100.00
11	345	LF	8" PVC Sewer by Bore	\$103.00	\$35,535.00	\$78.37	\$27,037.65	\$173.00	\$59,685.00
12	30	EA	48" Sanitary Sewer Manhole	\$2,920.00	\$87,600.00	\$2,354.20	\$70,626.00	\$4,046.50	\$121,395.00
13	81	VF	48" Sanitary Sewer Manhole - Extra Vertical Feet	\$200.00	\$16,200.00	\$143.25	\$11,603.25	\$364.00	\$29,484.00
14	3	EA	Sanitary Sewer Cleanout	\$1,150.00	\$3,450.00	\$1,123.00	\$3,369.00	\$1,025.00	\$3,075.00
15	3	EA	Boiled Covers for Manholes	\$715.00	\$2,145.00	\$200.34	\$601.02	\$901.00	\$2,703.00
16	1	EA	8" PVC Sewer Drilled Core Connection/Discharge at Manhole	\$1,730.00	\$1,730.00	\$3,836.00	\$3,836.00	\$2,817.00	\$2,817.00
17	9	EA	Test Stations for Locating Force Mains	\$79.00	\$711.00	\$201.20	\$1,810.80	\$879.00	\$7,911.00
18	1	LS	Lift Station "D"	\$80,200.00	\$80,200.00	\$62,173.65	\$62,173.65	\$120,823.00	\$120,823.00
19	1	LS	Lift Station "E"	\$75,750.00	\$75,750.00	\$58,804.95	\$58,804.95	\$117,856.00	\$117,856.00
20	1	LS	Electrical Service, Light Pole and Fencing - Lift Station "D"	\$10,400.00	\$10,400.00	\$12,451.71	\$12,451.71	\$31,918.00	\$31,918.00
21	1	LS	Electrical Service, Light Pole and Fencing - Lift Station "E"	\$10,400.00	\$10,400.00	\$12,903.01	\$12,903.01	\$31,918.00	\$31,918.00
22	400	CY	Pipe Embedment (Washed Gravel)	\$40.00	\$16,000.00	\$77.70	\$31,080.00	\$36.00	\$14,400.00
23	20	EA	Sewer Service, 4" (Short Side)	\$415.00	\$8,300.00	\$473.24	\$9,464.80	\$2,180.00	\$43,600.00
24	11	EA	Sewer Service, 4" (Long Side)	\$1,250.00	\$13,750.00	\$1,145.74	\$12,603.14	\$5,650.00	\$62,150.00
25	200	LF	Silt Fence or Straw Wattle	\$5.00	\$1,000.00	\$6.83	\$1,366.00	\$7.00	\$1,400.00
26	11,500	SY	Seeding and Erosion Control	\$0.15	\$1,725.00	\$2.96	\$34,040.00	\$4.00	\$46,000.00
27	20	LF	8" DIP Sewer (0 to 6')	\$40.00	\$800.00	\$81.23	\$1,624.60	\$44.00	\$880.00
28	600	LF	4" PVC Sewer Service by Open Cut	\$11.00	\$6,600.00	\$21.12	\$12,672.00	\$24.00	\$14,400.00
29	52	LF	12" RCP Culvert Pipe	\$45.00	\$2,340.00	\$83.02	\$4,317.04	\$77.00	\$4,004.00
30	4	EA	Safety End Treatments for 12" RCP Culverts	\$850.00	\$3,400.00	\$540.55	\$2,162.20	\$1,741.00	\$6,964.00
31	2	EA	2" PVC in Manhole	\$660.00	\$1,320.00	\$289.59	\$579.18	\$3,055.00	\$6,110.00
32	400	SY	12" Wide all Weather Access Road	\$27.00	\$10,800.00	\$23.60	\$9,440.00	\$34.00	\$13,600.00
33	968	LF	8" PVC Sewer by Bore, Certa-Lok Gaskets	\$114.00	\$110,352.00	\$75.31	\$72,900.08	\$153.50	\$148,588.00
34	466	LF	8" DIP Sewer by Bore, Locking Gaskets	\$127.00	\$59,182.00	\$172.73	\$80,492.18	\$165.00	\$76,890.00
35	133	LF	8" DIP Sewer by Bore	\$125.00	\$16,625.00	\$168.36	\$22,391.88	\$165.00	\$21,945.00
36	3,000	SY	Full Sod	\$6.50	\$19,500.00	\$7.34	\$22,020.00	\$6.00	\$18,000.00
37	1	LS	Generator w/Pad, Automatic Transfer Switch, natural gas power, LS "D"	\$31,500.00	\$31,500.00	\$29,960.00	\$29,960.00	\$19,105.00	\$19,105.00
38	1	LS	Generator w/Pad, Automatic Transfer Switch, natural gas power, LS "E"	\$32,500.00	\$32,500.00	\$30,989.00	\$30,989.00	\$19,105.00	\$19,105.00
39	2	EA	Air Release Valve, 1"	\$1,270.00	\$2,540.00	\$1,271.35	\$2,542.70	\$4,095.00	\$8,190.00
40	91	STA	Trench Safety	\$70.00	\$6,370.00	\$28.96	\$2,635.36	\$225.00	\$20,475.00
41	1	LS	Stormwater Management (Erosion Control)	\$2,400.00	\$2,400.00	\$579.18	\$579.18	\$5,619.00	\$5,619.00
Total Base Bid:					\$987,491.60		\$980,680.17		\$1,512,151.00

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2019-097

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 KAMPCO, INC. OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED \$980,680.17 FOR THE WEST TEXARKANA SEWER PROJECT; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on October 1, 2019, three (3) bids were received, a copy of which is attached hereto as **ATTH 01**, by Texarkana Water Utilities for the West Texarkana Sewer Project; and

WHEREAS, the project will consist of installing 10,229 feet of gravity main, 3,236 feet of two-inch force main, two lift stations, and related appurtenances; and

WHEREAS, the lowest and best bid by a responsible vendor for this project was submitted by Kampco, Inc. of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH 02** in an amount not to exceed \$980,680.17; and

WHEREAS, funds currently budgeted in the Texarkana Water Utilities 2019-2020 Budget in the Texas Capital Improvement Fund are available in the amount of \$1,200,000.00.

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

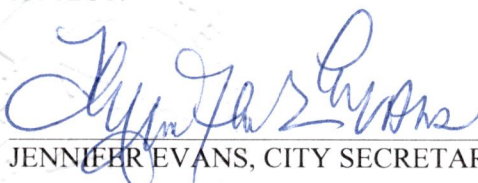
SECTION 1: That the lowest and best bid by a responsible vendor, submitted by Kampco, Inc. of Texarkana, Arkansas, a copy of which is attached hereto as **ATTH 02** be and is hereby approved in an amount not to exceed \$980,680.17 for the installation of 10,229 feet of gravity main, 3,236 feet of two inch force main, two lift stations and related appurtenances for the West Texarkana Sewer Project.

SECTION 2: That the City Manager be and is authorized to contract with Kampco, Inc. of Texarkana, Arkansas, 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 **14th** day of **October, 2019**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:30p.m.

Attachment: 2019-097 RES West Texarkana Sewer Project signed (2151 : 2019-097 RES West Texarkana Sewer Project)

Bid Summary

West Texarkana Sewer Project

Tuesday, October 1, 2019, 2:00 P.M.

	<u>Base Bid</u>
1. Kampco, Inc. Texarkana, Arkansas	\$ 980,680.17
2. RBIS, LLC Texarkana, Texas	\$ 987,491.60
3. Belt Construction, Inc. Texarkana, Arkansas	\$1,512,151.00

Time First Bid Opened: 2:00 P.M

Number of Bidders: 3

Apparent Low Bidder: Kampco, Inc.

Bid Tabulation
WEST TEXARKANA SEWER PROJECT
Project No. 62-000-135131-T121942
OCTOBER 1, 2019 @ 2:00

RES 2019-097 ATTH 02

6.5.e

BASE BID:				RBIS, LLC		KAMPCO, INC.		BELT CONSTRUCTION	
				Texarkana, AR		Texarkana, AR		Texarkana, AR	
Item	Quantity	Unit	Description	Amount	Total	Amount	Total	Amount	Total
1	1	LS	Mobilization	\$18,500.00	\$18,500.00	\$17,000.00	\$17,000.00	\$20,000.00	\$20,000.00
2	1	LS	Barricades and Traffic Handling	\$6,690.00	\$6,690.00	\$2,895.92	\$2,895.92	\$16,000.00	\$16,000.00
3	91	STA	Right of Way Preparation	\$450.00	\$40,950.00	\$325.38	\$29,609.58	\$674.00	\$61,334.00
4	1	EA	2" PVC Sewer Force Main Drilled Core Connection/Discharge at Manhole	\$840.00	\$840.00	\$473.08	\$473.08	\$2,810.00	\$2,810.00
5	3,236	LF	2" PVC Sewer Force Main	\$3.75	\$12,135.00	\$4.81	\$15,565.16	\$12.50	\$40,450.00
6	2,197	LF	8" PVC Sewer (0' to 6')	\$20.40	\$44,818.80	\$22.87	\$50,245.39	\$27.00	\$59,319.00
7	3,010	LF	8" PVC Sewer (6' to 8')	\$24.00	\$72,240.00	\$25.79	\$77,627.90	\$32.00	\$96,320.00
8	1,404	LF	8" PVC Sewer (8' to 10')	\$28.20	\$39,592.80	\$26.74	\$37,542.96	\$38.00	\$53,352.00
9	624	LF	8" PVC Sewer (10' to 12')	\$39.00	\$24,336.00	\$32.87	\$20,510.88	\$44.00	\$27,456.00
10	1,082	LF	8" PVC Sewer (12' plus')	\$52.00	\$56,264.00	\$74.06	\$80,132.92	\$50.00	\$54,100.00
11	345	LF	8" PVC Sewer by Bore	\$103.00	\$35,535.00	\$78.37	\$27,037.65	\$173.00	\$59,685.00
12	30	EA	48" Sanitary Sewer Manhole	\$2,920.00	\$87,600.00	\$2,354.20	\$70,626.00	\$4,046.50	\$121,395.00
13	81	VF	48" Sanitary Sewer Manhole - Extra Vertical Feet	\$200.00	\$16,200.00	\$143.25	\$11,603.25	\$364.00	\$29,484.00
14	3	EA	Sanitary Sewer Cleanout	\$1,150.00	\$3,450.00	\$1,123.00	\$3,369.00	\$1,025.00	\$3,075.00
15	3	EA	Bolted Covers for Manholes	\$715.00	\$2,145.00	\$200.34	\$601.02	\$901.00	\$2,703.00
16	1	EA	8" PVC Sewer Drilled Core Connection/Discharge at Manhole	\$1,730.00	\$1,730.00	\$3,836.00	\$3,836.00	\$2,817.00	\$2,817.00
17	9	EA	Test Stations for Locating Force Mains	\$79.00	\$711.00	\$201.20	\$1,810.80	\$879.00	\$7,911.00
18	1	LS	Lift Station "D"	\$80,200.00	\$80,200.00	\$62,173.65	\$62,173.65	\$120,823.00	\$120,823.00
19	1	LS	Lift Station "E"	\$75,750.00	\$75,750.00	\$58,804.95	\$58,804.95	\$117,856.00	\$117,856.00
20	1	LS	Electrical Service, Light Pole and Fencing - Lift Station "D"	\$10,400.00	\$10,400.00	\$12,451.71	\$12,451.71	\$31,918.00	\$31,918.00
21	1	LS	Electrical Service, Light Pole and Fencing - Lift Station "E"	\$10,400.00	\$10,400.00	\$12,903.01	\$12,903.01	\$31,918.00	\$31,918.00
22	400	CY	Pipe Embedment (Washed Gravel)	\$40.00	\$16,000.00	\$77.70	\$31,080.00	\$36.00	\$14,400.00
23	20	EA	Sewer Service, 4" (Short Side)	\$415.00	\$8,300.00	\$473.24	\$9,464.80	\$2,180.00	\$43,600.00
24	11	EA	Sewer Service, 4" (Long Side)	\$1,250.00	\$13,750.00	\$1,145.74	\$12,603.14	\$5,650.00	\$62,150.00
25	200	LF	Silt Fence or Straw Wattle	\$5.00	\$1,000.00	\$6.83	\$1,366.00	\$7.00	\$1,400.00
26	11,500	SY	Seeding and Erosion Control	\$0.15	\$1,725.00	\$2.96	\$34,040.00	\$4.00	\$46,000.00
27	20	LF	8" DIP Sewer (0' to 6')	\$40.00	\$800.00	\$81.23	\$1,624.60	\$44.00	\$880.00
28	600	LF	4" PVC Sewer Service by Open Cut	\$11.00	\$6,600.00	\$21.12	\$12,672.00	\$24.00	\$14,400.00
29	52	LF	12" RCP Culvert Pipe	\$45.00	\$2,340.00	\$83.02	\$4,317.04	\$77.00	\$4,004.00
30	4	EA	Safety End Treatments for 12" RCP Culverts	\$850.00	\$3,400.00	\$540.55	\$2,162.20	\$1,741.00	\$6,964.00
31	2	EA	2" PVC in Manhole	\$660.00	\$1,320.00	\$289.59	\$579.18	\$3,055.00	\$6,110.00
32	400	SY	12' Wide all Weather Access Road	\$27.00	\$10,800.00	\$23.60	\$9,440.00	\$34.00	\$13,600.00
33	968	LF	8" PVC Sewer by Bore, Certa-Lok Gaskets	\$114.00	\$110,352.00	\$75.31	\$72,900.08	\$153.50	\$148,588.00
34	466	LF	8" DIP Sewer by Bore, Locking Gaskets	\$127.00	\$59,182.00	\$172.73	\$80,492.18	\$165.00	\$76,890.00
35	133	LF	8" DIP Sewer by Bore	\$125.00	\$16,625.00	\$168.36	\$22,391.88	\$165.00	\$21,945.00
36	3,000	SY	Full Sod	\$6.50	\$19,500.00	\$7.34	\$22,020.00	\$6.00	\$18,000.00
37	1	LS	Generator w/Pad, Automatic Transfer Switch, natural gas power, LS "D"	\$31,500.00	\$31,500.00	\$29,960.00	\$29,960.00	\$19,105.00	\$19,105.00
38	1	LS	Generator w/Pad, Automatic Transfer Switch, natural gas power, LS "E"	\$32,500.00	\$32,500.00	\$30,989.00	\$30,989.00	\$19,105.00	\$19,105.00
39	2	EA	Air Release Valve, 1"	\$1,270.00	\$2,540.00	\$1,271.35	\$2,542.70	\$4,095.00	\$8,190.00
40	91	STA	Trench Safety	\$70.00	\$6,370.00	\$28.96	\$2,635.36	\$225.00	\$20,475.00
41	1	LS	Stormwater Management (Erosion Control)	\$2,400.00	\$2,400.00	\$579.18	\$579.18	\$5,619.00	\$5,619.00
Total Base Bid:					\$987,491.60		\$980,680.17		\$1,512,151.00

Attachment: 2019-097 RES West Texarkana Sewer Project signed (2151 : 2019-097 RES West Texarkana

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/4/2019 11:15 AM

Lead Department: Water Utilities **Action Officer:** Pam White,
Resolution No. 2019-098 authorizing the City Manager to execute a contract
with MTG Engineers & Surveyors, Inc. of Texarkana, Texas, for water and
sanitary sewer extension services, using budgeted funds in an amount not to
Subject: exceed \$102,500.

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The Water Utilities Department is preparing to extend water and sanitary sewer services into those areas that were annexed in 2018. The scope of the project is larger than the in-house resources available to design the required water and sanitary sewer extensions due to current projects scheduled for design and normal workloads. The Utility staff determined during the preparation of the service plan that an outside engineering firm would be required to design the water and sanitary sewer extensions for this area. The Utility staff recommends MTG Engineers & Surveyors, Inc. for this project due to their familiarity with the existing water distribution and sanitary sewer collection systems in the area, their surveying and design capabilities and performance on previous sanitary water and sanitary sewer design projects. The proposed contract is for \$102,500 based on MTG Engineers & Surveyors, Inc.'s estimated construction cost of \$950,000. The surveying and easement preparation portion of the contract is \$37,500, or 3.9% of the estimated cost of the project, and preliminary engineering, preparation of the plans, specifications and engineer's opinion of probable construction costs is \$65,000, or 6.8% of the estimated project cost. The costs do not include construction staking or inspection, these tasks will be done by Utility crews. Engineering staff reviewed the engineering fees and has determined that they are within acceptable engineering fee range. The Utility staff will review the locations of proposed easements before they are prepared to verify that there are no existing rights-of-way or easements that cannot be used.

Potential Options:

- None

Fiscal Implications:

Funds are budgeted in the Texarkana Water Utilities 2019-2020 budget at \$150,000.00 in the Texas Capital Improvement Fund.

Staff Recommendation:

City of Texarkana, Texas

Utility staff recommend approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2019-098 RES Extending Water & Sanitary Sewer (DOC)
- b. 2019-098 ATTH 01 Proposal (PDF)
- c. 2019-098 Goals & Perspectives (DOCX)
- d. 2019-098 RES Extending Water & Sanitary Sewer signed (PDF)

Staff Coordination

Water Utilities	JD Phillips	Department Head Review	Completed	
	10/02/2019 4:03 PM			
Water Utilities	Gary Smith	Review	Completed	10/02/2019
4:55 PM				
Water Utilities	Jim Cornelius	Review	Completed	10/02/2019
5:24 PM				
City Manager	Shirley Jaster	City Manager Review	Completed	10/04/2019
11:40 AM				
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
6:00 PM				

Meeting History

RESOLUTION NO. 2019-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MTG ENGINEERS & SURVEYORS, INC. OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED \$102,500 FOR ENGINEERING SERVICES ASSOCIATED WITH EXTENDING WATER AND SANITARY SEWER SERVICES IN THE 2018 ANNEXATION AREA; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2018 the City of Texarkana, Texas, annexed numerous areas surrounding the perimeter of the City; and

WHEREAS, Utility staff determined during the preparation of the service plan that an outside engineering firm would be required to design the water and sanitary sewer extensions due to the magnitude and scope of the project; and

WHEREAS, Utility staff has determined that MTG Engineers & Surveyors, Inc. of Texarkana, Texas, is capable of producing the necessary engineering plans and specifications for the proposed 2018 annexation water and sanitary sewer extensions (**ATTH 01**); and

WHEREAS, MTG Engineers & Surveyors, Inc. of Texarkana, Texas has proposed a fee of \$102,500 for engineering services associated with extending water and sanitary sewer services in the 2018 annexation area; and

WHEREAS, there are funds budgeted in the Texarkana Water Utilities 2019-2020 budget at \$150,000 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 contract with MTG Engineers & Surveyors, Inc. of Texarkana, Texas, at a cost not to exceed \$102,500, for engineering services associated with extending water and sanitary sewer services in the 2018 annexation area, be and is hereby 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 **14th day of October, 2019.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2019-098 RES Extending Water & Sanitary Sewer (2152 : 2019-098 RES Contract with MTG Engineers & Surveyors)

September 30, 2019

Mr. JD Phillips, P.E.
Executive Director
Texarkana Water Utilities
801 Wood Street
Texarkana, TX 75501



5930 Summerhill Road 903.838.8533 telephone
Texarkana, Texas 75503 903.832.4700 facsimile

**Re: Engineering Services for Water and Sewer Extensions
2018 Annexation**

Dear Mr. Phillips:

MTG Engineers & Surveyors, Inc. (MTG) is pleased to submit this proposal to the Texarkana Water Utilities (TWU) to provide engineering and surveying services to prepare easements, final construction and bid documents for the above-referenced project. MTG will prepare plans to provide water and sewer service to Annexation Areas 2, 5, 6, and 7 (Study Area 1 was not annexed, and Study Areas 3-4 are currently serviced).

Based on our meetings, please find below our understanding of the scope of the work and fee estimates for your consideration.

Scope of Work

The proposed project will be to prepare the plans and specifications for water and sewer extensions. The following project components are anticipated:

- 6,300 feet of water main extensions with taps, valves and fire hydrants,
- 7,450 feet of sewer main extensions with manholes,
- 1,200 feet of small force main and 2 low pressure household pump units,
- Approximately 25 household water services, and
- Approximately 30 household sewer services.

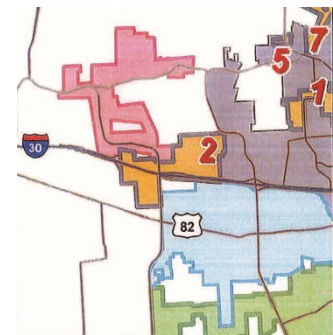


Figure 1 – Project Area

In addition to the above, approximately 35 utility easements will be required (easements will be prepared for acquisition by TWU). At this time, the construction costs are estimated to be \$950,000. We will provide one set of interim plans, a 90% review set and upon approval, the final plans will be released for bidding.

Schedule

MTG understands the deadline for work completion and will work cooperatively with TWU to provide drawings for review and comment within six weeks of completion of field work. The completed drawings, specifications and bid package will be provided in a timely fashion after the receipt of comments.

Additional Services

If desired, MTG is available to provide bid or construction related services including pre-bid meetings, addendums, bid questions, construction staking, inspection, submittal review, as-built drawings and pay applications. These services can be quoted as requested or invoiced at hourly rates.

Compensation

MTG proposes to provide the services described above on an hourly basis for a not to exceed fee, as follows:

• Preliminary Engineering Services	\$10,000.00
• Field Services (topographic features, alignment, property ties, grades and deed research)	\$20,000.00
• Easement Preparation (up to 35 at \$500 each)	\$17,500.00
• Preparation of plans, specifications and Engineer's opinion of Probably Construction Costs	<u>\$55,000.00</u>

Total **\$102,500.00**

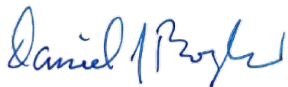
The total fees shall not exceed One Hundred Two Thousand, Five Hundred Dollars (\$102,500.00), exclusive of direct reimbursable costs, unless requests for additional services and associated further authorizations are received from TWU. MTG can assist with bid support for meetings, addendums or any questions, pursuant to our hourly rate schedule, as requested.

SUMMARY

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

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

Sincerely,



Daniel Boyles, P.E.
 Project Manager

Attachments

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of _____, 2019, by and between

Texarkana Water Utilities (TWU) (City of Texarkana, Texas)
and
MTG Engineers & Surveyors, Inc.

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

2018 Annexation Water and Sewer Extensions

Engineer's Services under this Agreement are generally identified in the attached proposal.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services in accordance with the proposal.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding six (6) months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

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

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

2. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- a. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

3. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Pre-Project Planning*

- A. Owner and engineer agree to engage in a pre-planning meeting to produce a project definition document that substantially addresses the project parameters below:
 - 1. Project Objectives
 - 2. Project Constraints (e.g., budget, schedule, regulatory, other)
 - 3. Basis of Design (e.g., site requirements, utility requirements and alternatives to be considered).

7.01 *Total Agreement*

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

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

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

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is as shown in the proposal and is an amount not to exceed One Hundred and Two Thousand Five Hundred Dollars (\$102,500.00), exclusive of direct reimbursable costs, unless requests for additional services and associated further authorizations are received from TWU.

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

OWNER:

TEXARKANA WATER UTILITIES

ENGINEER:

MTG ENGINEERS & SURVEYORS, INC.

By: _____

Title: _____

Date Signed: _____

Address for giving notices:

By: Daniel Boyle

Title: Project Manager

Date 9/30/2019

Firm's Certificate Number: 354

State of: Texas

Address for giving notices:

5930 Summerhill Road
Texarkana, TX 75503

APPENDIX 1

 MTG ENGINEERS & SURVEYORS CIVIL *** ENVIRONMENTAL *** SURVEYING 2019 HOURLY RATE SCHEDULE				
CATEGORY	CODE	SERVICE DESCRIPTION/CLASSIFICATION	CHARGE UNITS	CHARGE RATE
ENGINEERS ASSOCIATES, & E.I.T.s	PE1	PROFESSIONAL ENGINEER 1 (PRINCIPAL)	HOUR	\$ 198.00
	PE2	PROFESSIONAL ENGINEER 2 (PRINCIPAL)	HOUR	\$ 157.90
	PE3	PROFESSIONAL ENGINEER 3 (ASSOCIATE)	HOUR	\$ 131.60
	PE4	PROFESSIONAL ENGINEER 4	HOUR	\$ 128.50
	EIT1	ENGINEER-IN-TRAINING 1	HOUR	\$ 111.00
	EIT2	ENGINEER-IN-TRAINING 2	HOUR	\$ 100.00
GIS, DESIGN & CAD TECHNICIANS	GT	GIS TECHNICIAN	HOUR	\$ 81.00
	DT	DESIGN TECHNICIAN	HOUR	\$ 78.60
	CT	CAD TECHNICIAN	HOUR	\$ 66.50
ADMINISTRATIVE & DOCUMENTS	AP	ADMINISTRATIVE PROFESSIONAL	HOUR	\$ 68.00
	DP	DOCUMENT PROCESSING	HOUR	\$ 58.00
RPLS, SURVEY TECHNICIANS & SURVEY CREW	LS	REGISTERED PUBLIC LAND SURVEYOR	HOUR	\$104.30
	ST	SURVEY TECHNICIAN	HOUR	\$ 75.00
	SC	SURVEY CREW *	HOUR	\$ 131.50
CAE, CAD & DOCUMENT WORK STATIONS	CAE	COMPUTER AIDED ENGINEER WORK STATION	HOUR	\$ 9.70
	CAD	COMPUTER AIDED DRAFTER WORK STATION	HOUR	\$ 6.60
	DOC	COMPUTER AIDED DOCUMENT WORK STATION	HOUR	\$ 2.30
PLOTING, COPYING & SCANNING	SMP	SMALL MEDIA MONO (<11X17)	SHEET	\$ 0.26
	MMP	MEDIUM MEDIA MONO (11X17)	SHEET	\$ 0.52
	LMP	LARGE MEDIA MONO (22X34)	SHEET	\$ 5.20
	SPC	SMALL MEDIA COLOR (<11X17)	SHEET	\$ 1.20
	MPC	MEDIUM MEDIA COLOR(11X17)	SHEET	\$ 4.20
	LPC	LARGE MEDIA COLOR (22X34)	SHEET	\$ 11.50
SUPPORT VEHICLES	2WV	2 WHEEL DRIVE VEHICLE	MILE	Govt Rate
	4WV	4 WHEEL DRIVE VEHICLE	MILE	Govt + \$.05
	RTV	ROUGH TERRAIN VEHICLE	DAY	\$ 135.00
	BT	BOAT	DAY	\$ 120.00

* Crew is fully equipped with survey equipment which, on an as-needed basis, may include Network Connected (cellular) GPS, Robotic Robotic Total Stations, Electronic Data Collectors, Auto-Levels, Crew Truck and standard equipment.

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2019-098

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A CONTRACT WITH MTG ENGINEERS & SURVEYORS, INC. OF TEXARKANA, TEXAS, IN AN AMOUNT NOT TO EXCEED \$102,500 FOR ENGINEERING SERVICES ASSOCIATED WITH EXTENDING WATER AND SANITARY SEWER SERVICES IN THE 2018 ANNEXATION AREA; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, in 2018 the City of Texarkana, Texas, annexed numerous areas surrounding the perimeter of the City; and

WHEREAS, Utility staff determined during the preparation of the service plan that an outside engineering firm would be required to design the water and sanitary sewer extensions due to the magnitude and scope of the project; and

WHEREAS, Utility staff has determined that MTG Engineers & Surveyors, Inc. of Texarkana, Texas, is capable of producing the necessary engineering plans and specifications for the proposed 2018 annexation water and sanitary sewer extensions (**ATTH 01**); and

WHEREAS, MTG Engineers & Surveyors, Inc. of Texarkana, Texas has proposed a fee of \$102,500 for engineering services associated with extending water and sanitary sewer services in the 2018 annexation area; and

WHEREAS, there are funds budgeted in the Texarkana Water Utilities 2019-2020 budget at \$150,000 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 contract with MTG Engineers & Surveyors, Inc. of Texarkana, Texas, at a cost not to exceed \$102,500, for engineering services associated with extending water and sanitary sewer services in the 2018 annexation area, be and is hereby 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 **14th** day of **October, 2019**.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:30p.m.

Attachment: 2019-098 RES Extending Water & Sanitary Sewer signed (2152 : 2019-098 RES Contract with MTG Engineers & Surveyors)

2019-098 ATTH 01

September 30, 2019

Mr. JD Phillips, P.E.
 Executive Director
 Texarkana Water Utilities
 801 Wood Street
 Texarkana, TX 75501



5930 Summerhill Road 903.838.8533 telephone
 Texarkana, Texas 75503 903.832.4700 facsimile

**Re: Engineering Services for Water and Sewer Extensions
 2018 Annexation**

Dear Mr. Phillips:

MTG Engineers & Surveyors, Inc. (MTG) is pleased to submit this proposal to the Texarkana Water Utilities (TWU) to provide engineering and surveying services to prepare easements, final construction and bid documents for the above-referenced project. MTG will prepare plans to provide water and sewer service to Annexation Areas 2, 5, 6, and 7 (Study Area 1 was not annexed, and Study Areas 3-4 are currently serviced).

Based on our meetings, please find below our understanding of the scope of the work and fee estimates for your consideration.

Scope of Work

The proposed project will be to prepare the plans and specifications for water and sewer extensions. The following project components are anticipated:

- 6,300 feet of water main extensions with taps, valves and fire hydrants,
- 7,450 feet of sewer main extensions with manholes,
- 1,200 feet of small force main and 2 low pressure household pump units,
- Approximately 25 household water services, and
- Approximately 30 household sewer services.

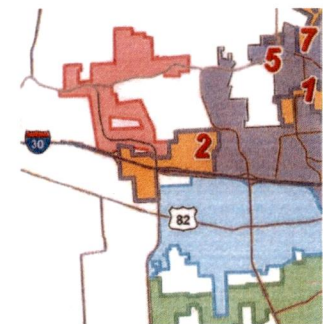


Figure 1 – Project Area

In addition to the above, approximately 35 utility easements will be required (easements will be prepared for acquisition by TWU). At this time, the construction costs are estimated to be \$950,000. We will provide one set of interim plans, a 90% review set and upon approval, the final plans will be released for bidding.

Schedule

MTG understands the deadline for work completion and will work cooperatively with TWU to provide drawings for review and comment within six weeks of completion of field work. The completed drawings, specifications and bid package will be provided in a timely fashion after the receipt of comments.

Additional Services

If desired, MTG is available to provide bid or construction related services including pre-bid meetings, addendums, bid questions, construction staking, inspection, submittal review, as-built drawings and pay applications. These services can be quoted as requested or invoiced at hourly rates.

Compensation

MTG proposes to provide the services described above on an hourly basis for a not to exceed fee, as follows:

• Preliminary Engineering Services	\$10,000.00
• Field Services (topographic features, alignment, property ties, grades and deed research)	\$20,000.00
• Easement Preparation (up to 35 at \$500 each)	\$17,500.00
• Preparation of plans, specifications and Engineer's opinion of Probably Construction Costs	<u>\$55,000.00</u>

Total **\$102,500.00**

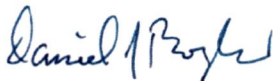
The total fees shall not exceed One Hundred Two Thousand, Five Hundred Dollars (\$102,500.00), exclusive of direct reimbursable costs, unless requests for additional services and associated further authorizations are received from TWU. MTG can assist with bid support for meetings, addendums or any questions, pursuant to our hourly rate schedule, as requested.

SUMMARY

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

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

Sincerely,



Daniel Boyles, P.E.
 Project Manager

Attachments

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT, effective as of _____, 2019, by and between

Texarkana Water Utilities (TWU) (City of Texarkana, Texas)
and
MTG Engineers & Surveyors, Inc.

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

2018 Annexation Water and Sewer Extensions

Engineer's Services under this Agreement are generally identified in the attached proposal.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall complete its services in accordance with the proposal.
- C. If the Project includes construction-related professional services, then Engineer's time for completion of services is conditioned on the time for Owner and its contractors to complete construction not exceeding six (6) months. If the actual time to complete construction exceeds the number of months indicated, then Engineer's period of service and its total compensation shall be appropriately adjusted.

2.01 *Payment Procedures*

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

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

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2. Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.
 - a. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
 3. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
- 5.01 *General Considerations*
- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
 - B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
 - C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
 - D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Owner and such contractor. Engineer is not responsible for variations between actual construction bids or costs and Engineer's opinions or estimates regarding construction costs.

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- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
 - F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
 - G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.
 - H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.
 - I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.
 - J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- 6.01 *Pre-Project Planning*
- A. Owner and engineer agree to engage in a pre-planning meeting to produce a project definition document that substantially addresses the project parameters below:
 - 1. Project Objectives
 - 2. Project Constraints (e.g., budget, schedule, regulatory, other)
 - 3. Basis of Design (e.g., site requirements, utility requirements and alternatives to be considered).
- 7.01 *Total Agreement*
- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

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

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

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class for all services performed on the Project, plus reimbursable expenses and Engineer's consultants' charges, if any.
2. Engineer's Standard Hourly Rates are attached as Appendix 1.
3. The total compensation for services and reimbursable expenses is as shown in the proposal and is an amount not to exceed One Hundred and Two Thousand Five Hundred Dollars (\$102,500.00), exclusive of direct reimbursable costs, unless requests for additional services and associated further authorizations are received from TWU.

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

Attachments: Appendix 1, Engineer's Standard Hourly Rates

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

OWNER:

ENGINEER:

TEXARKANA WATER UTILITIES

MTG ENGINEERS & SURVEYORS, INC.

By: _____
 Title: _____
 Date Signed: _____

By: *Daniel Boyle*
 Title: Project Manager
 Date 9/30/2019
 Firm's Certificate Number: 354

State of: Texas

Address for giving notices:

Address for giving notices:

5930 Summerhill Road

Texarkana, TX 75503

2019-098 ATTH 01

APPENDIX 1

 MTG ENGINEERS & SURVEYORS CIVIL *** ENVIRONMENTAL *** SURVEYING 2019 HOURLY RATE SCHEDULE				
CATEGORY	CODE	SERVICE DESCRIPTION/CLASSIFICATION	CHARGE UNITS	CHARGE RATE
ENGINEERS ASSOCIATES, & E.I.T.s	PE1	PROFESSIONAL ENGINEER 1 (PRINCIPAL)	HOUR	\$ 198.00
	PE2	PROFESSIONAL ENGINEER 2 (PRINCIPAL)	HOUR	\$ 157.90
	PE3	PROFESSIONAL ENGINEER 3 (ASSOCIATE)	HOUR	\$ 131.60
	PE4	PROFESSIONAL ENGINEER 4	HOUR	\$ 128.50
	EIT1	ENGINEER-IN-TRAINING 1	HOUR	\$ 111.00
	EIT2	ENGINEER-IN-TRAINING 2	HOUR	\$ 100.00
GIS, DESIGN & CAD TECHNICIANS	GT	GIS TECHNICIAN	HOUR	\$ 81.00
	DT	DESIGN TECHNICIAN	HOUR	\$ 78.60
	CT	CAD TECHNICIAN	HOUR	\$ 66.50
ADMINISTRATIVE & DOCUMENTS	AP	ADMINISTRATIVE PROFESSIONAL	HOUR	\$ 68.00
	DP	DOCUMENT PROCESSING	HOUR	\$ 58.00
RPLS, SURVEY TECHNICIANS & SURVEY CREW	LS	REGISTERED PUBLIC LAND SURVEYOR	HOUR	\$104.30
	ST	SURVEY TECHNICIAN	HOUR	\$ 75.00
	SC	SURVEY CREW *	HOUR	\$ 131.50
CAE, CAD & DOCUMENT WORK STATIONS	CAE	COMPUTER AIDED ENGINEER WORK STATION	HOUR	\$ 9.70
	CAD	COMPUTER AIDED DRAFTER WORK STATION	HOUR	\$ 6.60
	DOC	COMPUTER AIDED DOCUMENT WORK STATION	HOUR	\$ 2.30
PLOTTING, COPYING & SCANNING	SMP	SMALL MEDIA MONO (<11X17)	SHEET	\$ 0.26
	MMP	MEDIUM MEDIA MONO (11X17)	SHEET	\$ 0.52
	LMP	LARGE MEDIA MONO (22X34)	SHEET	\$ 5.20
	SPC	SMALL MEDIA COLOR (<11X17)	SHEET	\$ 1.20
	MPC	MEDIUM MEDIA COLOR(11X17)	SHEET	\$ 4.20
	LPC	LARGE MEDIA COLOR (22X34)	SHEET	\$ 11.50
SUPPORT VEHICLES	2WV	2 WHEEL DRIVE VEHICLE	MILE	Govt Rate
	4WV	4 WHEEL DRIVE VEHICLE	MILE	Govt + \$.05
	RTV	ROUGH TERRAIN VEHICLE	DAY	\$ 135.00
	BT	BOAT	DAY	\$ 120.00

* Crew is fully equipped with survey equipment which, on an as-needed basis, may include Network Connected (cellular) GPS, Robotic Robotic Total Stations, Electronic Data Collectors, Auto-Levels, Crew Truck and standard equipment.

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/8/2019 12:39 PM

Lead Department: Purchasing and Contracting **Action Officer:** Kim Russ,
Resolution No. 2019-099 authorizing the City Manager to reimburse Texarkana
Convention Partners, LLC in the amount of \$62,095.78 for the installation of
sound panels at the Texarkana Convention Center from funds reserved for
maintenance of the convention center in the Hotel Occupancy Tax Fund (Fund
Subject: 212).

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City has an agreement with Texarkana Convention Partners, LLC to manage the Texarkana Convention Center. Texarkana Convention Partners, LLC is requesting reimbursement for the installation of sound panels in the amount of \$62,095.78. The money is set-aside in the Hotel Occupancy Tax Fund.

Potential Options:

- Approve
- Deny

Fiscal Implications:

Funds are available in the Hotel Occupancy Tax Fund.

Staff Recommendation:

Staff recommends reimbursing Texarkana Convention Partners, LLC.

Advisory Board/Committee Review:

Not Applicable

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

City of Texarkana, Texas

- a. 2019-099 RES Authorizing CM to reimburse Texarkana Convention Partners LLC (DOC)
- b. 2019-099 ATTH 01 Invoice (PDF)
- c. 2019-099 Goals & Perspectives (DOCX)
- d. 2019-099 RES Aurth CM to reimburse Txk Conv Partners signed (PDF)

Staff Coordination

Purchasing and Contracting	Kim Russ	Department Head Review	
Completed	10/07/2019 4:24 PM		
Finance Department	Kristin Peeples	Finance Review	Completed 10/07/2019
4:31 PM			
Economic Development	Lisa Thompson	Review	Completed
	10/08/2019 8:25 AM		
City Manager	Shirley Jaster	City Manager Review	Completed 10/08/2019
8:32 AM			
City Council	Jennifer Evans	Meeting	Completed 10/14/2019
6:00 PM			

Meeting History

RESOLUTION NO. 2019-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO REIMBURSE TEXARKANA CONVENTION PARTNERS, LLC FROM THE HOTEL OCCUPANCY TAX FUND IN THE AMOUNT OF \$62,095.78 FOR THE PURCHASE OF SOUND PANELS FOR THE TEXARKANA CONVENTION CENTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has an agreement with Texarkana Convention Partners, LLC to manage the Texarkana Convention Center; and

WHEREAS, Texarkana Convention Partners, LLC purchased sound panels for the Texarkana Convention Center; and

WHEREAS, the total cost of the sound panels was \$62,095.78 and Texarkana Convention Partners, LLC has requested reimbursement for the cost of the sound panels; and

WHEREAS, the City of Texarkana, Texas, has building maintenance funds reserved in the Hotel Occupancy Tax Fund (Fund 212) for the improvement and maintenance of the Texarkana Convention Center.

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

SECTION 1: That the City Manager is authorized to reimburse Texarkana Convention Partners, LLC \$62,095.78 for sound panels for the Texarkana Convention Center.

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of October, 2019.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2019-099 RES Authorizing CM to reimburse Texarkana Convention Partners LLC (2162 : 2019-099 RES Auth CM to reimburse

Bill to Dennis Havranek
 Texarkana Convention Center
 2010 Moores Lane, Ste #108
 Texarkana, Texas 75503
 United States

Ship to Dennis Havranek
 Texarkana Convention Center
 2010 Moores Lane, Ste #108
 Texarkana, Texas 75503
 United States

Ship date 08/06/2019

Terms Pay on receipt

P.o. number 12519

Sales rep Cale McMellon

05/09/2019

EconoMegaWedge Diffsorber 4x4 \$2,725.69

4' x 4' - EconoMegaWedge Diffsorber - West Wall - Guilford FR701 2100-130 Wheat
 Impaling EZ Clips

11 X \$247.79

05/09/2019

EconoMegaWedge Diffsorber 4x6 \$3,820.96

4' x 6' - EconoMegaWedge Diffsorber- West Wall - Guilford FR701 2100-748 Bone
Impaling EZ Clips

11 X \$347.36

05/09/2019

Flat Panel 1" RegSq 4x6 \$595.11

4' x 6' - 1" Flat Panel - Regular Square Edge - Area Behind Screen - Guilford FR701
2100-748 Bone
Impaling EZ Clips

3 X \$198.37

05/09/2019

Flat Panel 1" RegSq 4x4 \$409.86

4' x 4' - 1" Flat Panel - Regular Square Edge - West Wall - Guilford FR701 2100-130
Wheat
Impaling EZ Clips

3 X \$136.62

05/09/2019

Flat Panel 2" RegSq 4x6 \$239.83

4' x 6' - 2" Flat Panel - Regular Square Edge - Behind Projector - Guilford FR701 2100-
748 Bone
Impaling EZ Clips

1 X \$239.83

05/09/2019

Flat Panel 2" RegSq 4x4 \$164.02

4' x 4' - 2" Flat Panel - Regular Square Edge - Guilford FR701 2100-130 Wheat
Impaling EZ Clips

1 X \$164.02

05/09/2019

EconoMegaWedge Diffsorber 4x6 \$3,126.24

4' x 6' - EconoMegaWedge Diffsorber - North Wall - Guilford FR701 2100-748 Bone
Impaling EZ Clips

9 X \$347.36

05/09/2019

EconoMegaWedge Diffsorber 4x4 \$2,230.11

4' x 4' - EconoMegaWedge Diffsorber - North Wall - Guilford FR701 2100-130 Wheat
Impaling EZ Clips

9 X \$247.79

05/09/2019

EconoMegaWedge Diffsorber 4x6 \$2,084.16

4' x 6' - EconoMegaWedge Diffsorber - East Wall - Guilford FR701 2100-748 Bone
Impaling EZ Clips

6 X \$347.36

05/09/2019

EconoMegaWedge Diffsorber 4x4 \$1,486.74

4' x 4' - EconoMegaWedge Diffsorber - East Wall - Guilford FR701 2100-130 What
Impaling EZ Clips

6 X \$247.79

05/09/2019

EconoMegaWedge Diffsorber 3' x 6'

\$1,389.44

3' x 6' EconoMegaWedge Diffsorber - East Wall - Guilford FR701 2100-748 Bone
Impaling EZ Clips

4 X \$347.36

05/09/2019

EconoMegaWedge Diffsorber 3' x 4'

\$788.36

3' x 4' EconoMegaWedge Diffsorber - East Wall - Sloping on the 3' Side - Guilford
FR701 2100-130 Wheat
Impaling EZ Clips

4 X \$197.09

05/09/2019

EconoMegaWedge Diffsorber 4x6

\$2,778.88

4' x 6' - EconoMegaWedge Diffsorber - South Wall - Guilford FR701 2100-748 Bone
Impaling EZ Clips

8 X \$347.36

05/09/2019

EconoMegaWedge Diffsorber 4x4

\$1,982.32

4' x 4' - EconoMegaWedge Diffsorber - South Wall - Guilford FR701 2100-130 Wheat
Impaling EZ Clips

8 X \$247.79

05/09/2019

EconoMegaWedge Diffsorber 3' x 6'

\$2,778.88

3' x 6' EconoMegaWedge Diffсорber - South Wall - Guilford FR701 2100-748 Bone
Impaling EZ Clips

8 X \$347.36

05/09/2019

EconoMegaWedge Diffсорber 3' x 4' \$1,576.72

3' x 4' EconoMegaWedge Diffсорber - South Wall - Sloping on the 3' Side - Guilford
FR701 2100-130 Wheat
Impaling EZ Clips

8 X \$197.09

05/09/2019

Flat Panel 1" RegSq 2x4 \$3,920.76

2' x 4' - 1" Flat Panel - Regular Square Edge - Small Ceiling Sections - Guilford FR701
2100-144 Eggshell
Impaling EZ Clips

36 X \$108.91

05/09/2019

Flat Panel 1" RegSq 2x4 \$2,613.84

2' x 4' - 1" Flat Panel - Regular Square Edge - Large Ceiling Sections - Guilford FR701
2100-144 Eggshell
Impaling EZ Clips

24 X \$108.91

05/09/2019

Installation \$17,450.00

Installation

1 X \$17,450.00

08/05/2019

Flat Panel 1" RegSq 4x4

\$546.48

4' x 4' - 1" Flat Panel - Regular Square Edge - Northwall

4 X \$136.62

08/05/2019

Flat Panel 1" RegSq 4x6

\$793.48

4' x 6' - 1" Flat Panel - Regular Square Edge - Northwall

4 X \$198.37

08/05/2019

EconoMegaWedge Diffsorber 4x4

\$743.37

4' x 4' - EconoMegaWedge Diffsorber - Northwall

3 X \$247.79

08/05/2019

EconoMegaWedge Diffsorber 3' x 4'

\$591.27

3' x 4' EconoMegaWedge Diffsorber - Northwall

3 X \$197.09

08/05/2019

EconoMegaWedge Diffsorber 3' x 4'

\$1,576.72

3' x 4' EconoMegaWedge Diffsorber - Southwall

8 X \$197.09

08/05/2019

EconoMegaWedge Diffsorber 3' x 4'

\$1,182.54

3' x 4' EconoMegaWedge Diffsorber - Eastwall

6 X \$197.09

FROM OWE
HOT FUNDS

INSTALL AND PRODUCT

INITIAL VISIT
AND SIZE
PRODUCT

Payment	\$30,231.10
Balance due	\$27,364.68
	57,595.78
	4,500.00
	462,095.78

Review and pay

Perdue Acoustics (Jayvic, Inc.)
4210 Hester Drive Amarillo, TX 79124 US
(800) 729-9402
info@perdueacoustics.com
www.perdueacoustics.com

Invoice
10519

If you receive an email that seems fraudulent, please check with the business owner before paying.



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Intuit | Acoustics |

JAYVIC, Inc. d/b/a Perdue Acoustics TWO YEAR LIMITED WARRANTY

JAYVIC, INC. d/b/a PERDUE ACOUSTICS, SUBJECT TO THE PROVISIONS BELOW, WARRANTS THE MATERIALS PROVIDED TO BE FREE FROM DEFECTS IN MATERIAL AND/OR WORKMANSHIP IN NORMAL USE AND SERVICE FOR THE PERIOD OF TWO (2) YEARS COMMENCING FROM DATE OF PURCHASE (or UPON INSTALLATION IF PRODUCTS ARE INSTALLED BY PERDUE ACOUSTICS).

The obligation under this warranty is expressly limited to the replacement or repair, at Perdue Acoustic's option, at the plant of Perdue Acoustics in Amarillo, Texas or Erin, TN, or at installation location if applicable. The panels/baffles are designed for installation under standard occupancy conditions from 65° to 80° F and at not more than 50% Relative Humidity in an enclosed building, for a minimum of 24 hours prior to installation and throughout their useful lifespan. This warranty does not apply to defects caused by unreasonable use (including failure to provide reasonable and necessary maintenance and failure to maintain room temperature).

This warranty is non-transferable and is applicable only to the original Purchaser. This warranty shall not apply (a) to products not manufactured by Perdue Acoustics (b) to products that have been repaired or altered by other than Perdue Acoustics so as, in its judgment, to affect the products adversely, or (c) to products that have been subjected to negligence, accident, or damage by circumstances beyond Perdue Acoustics' control, or improper installation, operation, maintenance or storage, or to other than normal use or service for the products.

JAYVIC, INC. SHALL NOT BE LIABLE FOR COLLATERAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL LABOR COST OR TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OR REPAIR OF DEFECTIVE PRODUCTS. Purchaser's remedies shall be limited to repair or replacement. All transportation charges to our assembly plant and returning charges back to Purchaser are all to be paid by the Purchaser.

The Purchaser assumes all liability for any damage of any kind which may result from its use or misuse by any employees, persons, third-parties, or agents, including those unknown to Perdue Acoustics or Purchaser.

This warranty is deemed null and void in the event that a product has been physically modified in any manner by the Purchaser, or any person or party other than Perdue Acoustics.

THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO WARRANTIES ARE EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS WRITTEN WARRANTY AND NO ONE IS AUTHORIZED TO MODIFY THIS WRITTEN WARRANTY.



INVOICE

PAID
02/21/2019

Bill To:	Ship To:
DPG Partners 2010 Moores Lane, Suite 108 Texarkana, TX 75503	DPG Partners 2010 Moores Lane, Suite 108 Texarkana, TX 75503

Date	Invoice Number	Terms	Ship Date	PO Number	Phone Number
2/21/2019	5319-1	Prepay in full	2/21/2019		
Quantity	Item Code	Description	Price Each	Amount	
1	Miscellaneous cha...	Site Visit - Texarkana Site - Sunday, March 3rd,	4,500.00	4,500.00	
			TOTAL:	\$4,500.00	
				Payments/Credits:	-\$4,500.00
				Balance Due:	\$0.00

If this account is not paid according to the terms, and the account has to go to collections, you will be responsible for all additional charges, including finance charges and collections fees.

Acoustic Panels • Wedge™ Series Diffusers • Baffles • 180° Diffusers • Molded Diffusers • Isolating Drum Booth

Corporate Office • 4210 Hester Drive • Amarillo, TX 79124 • 800.729.9402 • 806.374.9402 • Fax 806.374.9450
www.perdueacoustics.com • info@perdueacoustics.com

Attachment: 2019-099 ATTH 01 Invoice (2162 : 2019-099 RES Auth CM to reimburse Texarkana Convention Partners, LLC)

check #

TCP, LLC/CONVENTION CENTER ACCOUNT - H.O.T.

2464

PERDUE ACOUSTICS

Date	Type	Reference	Original Amt.	Balance Due	5/14/2019 Discount	Payment
5/9/2019	Bill	12519**H	60,463.10	60,463.10		30,231.10
					Check Amount	30,231.10

PAYMENT
RECORD

FB&T #40073793-CO 12519**H - 50%

30,231.10



10052 J112630 (2/16)



Rev 2/14

Attachment: 2019-099 ATTH 01 Invoice (2162 : 2019-099 RES Auth CM to reimburse Texarkana Convention Partners, LLC)

check #

TCP, LLC/CONVENTION CENTER ACCOUNT - H.O.T.

2503

PERDUE ACOUSTICS

Date	Type	Reference	Original Amt.	Balance Due	8/15/2019 Discount	Payment
5/9/2019	Bill	12519**H	57,595.78	27,364.68		27,364.68
					Check Amount	27,364.68

PAYMENT
RECORD

FB&T #40073793-CO 12519**H

27,364.68



10052



100521



Rev 2/14

Attachment: 2019-099 ATTH 01 Invoice (2162 : 2019-099 RES Auth CM to reimburse Texarkana Convention Partners, LLC)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2019-099

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO REIMBURSE TEXARKANA CONVENTION PARTNERS, LLC FROM THE HOTEL OCCUPANCY TAX FUND IN THE AMOUNT OF \$62,095.78 FOR THE PURCHASE OF SOUND PANELS FOR THE TEXARKANA CONVENTION CENTER; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, has an agreement with Texarkana Convention Partners, LLC to manage the Texarkana Convention Center; and

WHEREAS, Texarkana Convention Partners, LLC purchased sound panels for the Texarkana Convention Center; and

WHEREAS, the total cost of the sound panels was \$62,095.78 and Texarkana Convention Partners, LLC has requested reimbursement for the cost of the sound panels; and

WHEREAS, the City of Texarkana, Texas, has building maintenance funds reserved in the Hotel Occupancy Tax Fund (Fund 212) for the improvement and maintenance of the Texarkana Convention Center.

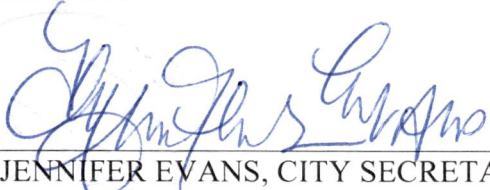
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the City Manager is authorized to reimburse Texarkana Convention Partners, LLC \$62,095.78 for sound panels for the Texarkana Convention Center.

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of October, 2019.**

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:30 p.m.

Attachment: 2019-099 RES Auth CM to reimburse CM to reimburse Txk Conv Partners signed (2162 : 2019-099 RES Auth CM to reimburse Texarkana

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/8/2019 12:12 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2019-100 amending budgeted revenues and expenditures for the
NEA Grant Fund (Fund 227) in the amount of THIRTEEN THOUSAND
SEVEN HUNDRED EIGHTY-SEVEN DOLLARS (\$13,787) for the fiscal year
Subject: ending September 30, 2020 for a grant received from the National Endowment
for the Arts.

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City of Texarkana, Texas was awarded a grant of \$10,000 from the National Endowment for the Arts (NEA). The grant award requires a 1:1 match of \$10,000 to be made by the City for a total of \$20,000 in expenditures. In fiscal year 2019, \$6,213 was expended for the grant leaving \$13,787 to be spent in fiscal year 2020. The budget for the fiscal year ending September 30, 2020 needs to be amended to reflect the \$13,787 in additional revenue and expenditures.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The City is required to match \$10,000.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

City of Texarkana, Texas

Attachments

- a. 2019-100 ORD amend FY 20 Budget for NEA Grant (DOC)
- b. 2019-100 Goals & Perspectives (DOCX)
- c. 2019-100 ATTH 01 NEA Award Letter (PDF)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	
	10/07/2019 12:14 PM			
Finance Department	Kristin Peeples	Finance Review	Completed	10/07/2019
	12:14 PM			
Planning and Community Development	David Orr	Review	Completed	
	10/08/2019 1:32 PM			
City Manager	Shirley Jaster	City Manager Review	Completed	10/09/2019
	2:36 PM			
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
	6:00 PM			

Meeting History

ORDINANCE NO. 2019-100

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET REVENUE AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020 FOR THE NATIONAL ENDOWMENT FOR THE ARTS (NEA) GRANT FUND TO APPROPRIATE ADDITIONAL REVENUE AND EXPENDITURES IN THE AMOUNT OF THIRTEEN THOUSAND SEVEN HUNDRED EIGHTY-SEVEN DOLLARS (\$13,787); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of Texarkana, Texas, was awarded grant funding from the National Endowment for the Arts (NEA); and

WHEREAS, the award includes Ten Thousand Dollars (\$10,000.00) in federal grant funding; and

WHEREAS, the award requires the City to provide Ten Thousand Dollars (\$10,000) in match; and

WHEREAS, the total amount for federal funding combined with City match is Twenty Thousand Dollars (\$20,000); and

WHEREAS, Six Thousand Two Hundred Thirteen Dollars (\$6,213) was expended in the fiscal year ending September 30, 2019; and

WHEREAS, the remaining Thirteen Thousand Seven Hundred Eighty-Seven Dollars (\$13,787) was not originally included in the budget for the fiscal year ending September 30, 2020; and

WHEREAS, the budget for the fiscal year ending September 30, 2020 should be amended to include Thirteen Thousand Seven Hundred Eighty-Seven Dollars (\$13,787) in revenue and expenditures for the NEA Grant Fund (Fund 227).

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

SECTION 1: That the budget estimate of the revenue and 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, 2019 and ending September 30, 2020, be amended to included Thirteen Thousand Seven Hundred Eighty-Seven Dollars (\$13,787) in revenue and expenditures for the NEA Grant Fund (Fund 227).

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of October, 2019**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: 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:



Dear Shirley Jaster:

On behalf of the National Endowment for the Arts, it is a pleasure to inform you that your organization has been awarded a grant.

Carefully review your award documents, which include the official Notice of Action with information on the period of performance, the award amount, and the Terms and Conditions that apply to your project.

Award materials to manage and administer the award are online at www.arts.gov/manageaward. The *General Terms & Conditions*, which adopts OMB's Uniform Guidance (2 CFR 200), provides detailed information concerning the NEA's regulations and procedures, the administrative requirements that apply to your award, and your responsibilities as a recipient. Instructions for requesting award funds and reporting on your project are also on our website.

If you have any questions regarding the administrative requirements of this award, our Office of Grants Management staff will be happy to assist you. They may be reached at grants@arts.gov or through the Messages tab in REACH.

Congratulations on your award!

Sincerely,

Mary Anne Carter
Acting Chairman

OFFICIAL NOTICE OF ACTION

National Endowment for the Arts

Action Taken: Award

Date of Action: 8/2/2019

Award Date: 8/2/2019

FEDERAL AWARD INFORMATION

Federal Award ID Number (FAIN)	1855168-41-19
Award Recipient	City of Texarkana, Texas
Award Recipient DUNS	062929187
Award Period	6/1/2019 - 1/31/2021
FDA Number	45.024 Promotion of the Arts Grants to Organizations and Individuals
Does the award support Research & Development?	No
Project Description	To support a public art project and an exhibition in the Texarkana Arts and Historic District.
Grant Program and Office	Art Works, Visual Arts

AWARD AMOUNTS

Amount of Federal Funds Obligated by this Action	\$10,000.00
Total Amount of Federal Funds Obligated	\$10,000.00
Total Amount of the Federal Award	\$10,000.00

RECIPIENT CONTACTS

Role	Name
Authorizing Official	Ms. Shirley Jaster (User Name - SJaster) jaster@txkusa.org
Grant Administrator	Mr. Holden Fleming (User Name - HoldenFleming) holden.fleming@txkusa.org
Project Director	Mr. Holden Fleming (User Name - HoldenFleming) holden.fleming@txkusa.org

REMARKS**COST SHARE**

A non-federal cost share of 100% (1:1 match) is required unless otherwise indicated in the Terms and Conditions/Important Information document.

GENERAL TERMS & CONDITIONS

This award is subject to the *General Terms & Conditions for Grants and Cooperative Agreements to Organizations* (GTC), which outline the administrative requirements that apply to your award and your responsibilities as a recipient. You are responsible for reviewing these Terms; failure to comply may result in the disallowable of project expenditures and/or the reduction or withdrawal of NEA support for your project.

HOW TO MANAGE YOUR AWARD & eGMS REACH HANDBOOK

The *How to Manage Your NEA Award & eGMS REACH Handbook* is a companion piece to the GTC. It includes information about reporting requirements, requesting payment, changes to your project, and other important information.

All material can be found on our website at www.arts.gov/manage-your-award/awards-after-oct1-2017-to-organizations.

CONTACT INFORMATION: Email grants@arts.gov. Phone (202) 682-5403.

AWARDING OFFICIAL


Meg Kowalik
Lead Grants Management Specialist

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/8/2019 12:14 PM

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Ordinance No. 2019-090 amending budgeted revenues and expenditures for the
General Fund (Fund 101) in the amount of SIX THOUSAND SEVEN
HUNDRED FORTY-SEVEN DOLLARS AND TWENTY-NINE CENTS
(\$6,747.29) for the fiscal year ending September 30, 2020 for a donation
Subject: received from the ArkLaTex 100 Club.

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The Police Department received a donation in the amount of \$6,747.29 from the ArkLaTex 100 Club for the purchase of magnetic plates that increase the ballistic protective level of the bullet proof vests. This donation is not currently included in the FY 2020 budget. This ordinance would amend the FY 2020 budget to include the donation.

Potential Options:

- Approve
- Deny

Fiscal Implications:

None. This funding is provided by the ArkLaTex 100 Club.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

N/A

Board/Committee Recommendation:

N/A

Advisory Board/Committee Meeting Date and Minutes:

N/A

Attachments

City of Texarkana, Texas

- a. 2019-090 ORD amend Gen Fund FY 20 Budget for Arklatex 100 Donation (1)
(DOC)
- b. 2019-090 Goals & Perspectives (DOCX)
- c. 2019-090 ORD Arklatex 100 Grant Budg Amend signed (PDF)

Staff Coordination

Finance Department	Kristin Peebles	Department Head Review	Completed	
	09/23/2019 3:03 PM			
Finance Department	Kristin Peebles	Finance Review	Completed	09/23/2019
3:03 PM				
Police	Kevin Schutte	Review	Completed	09/23/2019
4:57 PM				
City Manager	Shirley Jaster	City Manager Review	Completed	09/30/2019
1:33 PM				
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
6:00 PM				

Meeting History

ORDINANCE NO. 2019-090

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET REVENUE AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020 FOR THE GENERAL FUND TO APPROPRIATE ADDITIONAL REVENUE AND EXPENDITURES IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS AND TWENTY-NINE CENTS (\$6,747.29); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Police Department received a donation for Six Thousand Seven Hundred Forty-Seven Dollars and Twenty-Nine Cents (\$6,747.29) from the ArkLaTex 100 Club; and

WHEREAS, the budget for the fiscal year ending September 30, 2020 should be amended to reflect the donation.

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

SECTION 1: That the budget estimate of the revenue and 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, 2019 and ending September 30, 2020, be amended to reflect additional revenue and expenditures appropriated of Six Thousand Seven Hundred Forty-Seven Dollars and Twenty-Nine Cents (\$6,747.29) for a donation received from the ArkLaTex 100 Club.

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

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **October, 2019**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: 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:

ORDINANCE NO. 2019-090

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING BUDGET REVENUE AND EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2020 FOR THE GENERAL FUND TO APPROPRIATE ADDITIONAL REVENUE AND EXPENDITURES IN THE AMOUNT OF SIX THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS AND TWENTY-NINE CENTS (\$6,747.29); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Police Department received a donation for Six Thousand Seven Hundred Forty-Seven Dollars and Twenty-Nine Cents (\$6,747.29) from the ArkLaTex 100 Club; and

WHEREAS, the budget for the fiscal year ending September 30, 2020 should be amended to reflect the donation.

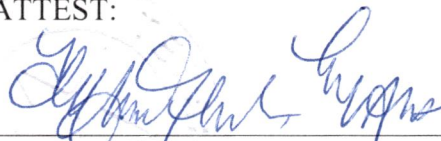
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS:

SECTION 1: That the budget estimate of the revenue and 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, 2019 and ending September 30, 2020, be amended to reflect additional revenue and expenditures appropriated of Six Thousand Seven Hundred Forty-Seven Dollars and Twenty-Nine Cents (\$6,747.29) for a donation received from the ArkLaTex 100 Club.

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

PASSED AND APPROVED in Regular Council Session on this the **14th** day of **October, 2019**.

ATTEST:



JENNIFER EVANS, CITY SECRETARY



BOB BRUGGEMAN, MAYOR

6:39 p.m.

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 10/8/2019 12:40 PM

Lead Department: Police **Action Officer:** Michael Henry, Captain
Resolution No. 2019-091 approving the application for the Edward Byrne
Subject: Justice Assistance Grant providing a total grant in the amount of \$25,863, where
the City will receive \$15,518 and Bowie County, Texas, will receive \$10,345.

Briefing: 10/14/2019 **Public Hearing:** 10/14/2019 **Council Vote:** 10/14/2019

Item Schedule

Schedule 3: No briefing required (one week)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

For consideration is the 2019 Regular Local Solicitation for the Edward Byrne Justice Assistance Grant (JAG). The JAG is a pre-determined allocation, which based upon the amount, is shared with the Bowie County Sheriff's Office because of the city's federal designation as a disparate jurisdiction. The total funding for this round is \$25,863.00, which will be shared with BCSO. TTPD plans to utilize their portion of the funds (\$15,518.00) to update the department's firearms simulator and to purchase a crash and crime scene mapping system. The hardware, software and weapon systems of the simulator need upgrades to continue to provide effective training for our officers. The department also has a need for a complete crash and crime scene mapping system. The system will allow crime scene technicians, as well as crash investigators, to more quickly produce highly accurate maps and diagrams. These diagrams are critical for the investigation and prosecution of major crimes and fatal crashes. We are required to spend 3% of the grant total on NIBRS compliance. The hardware and software upgrades to the firearms simulator are expected to total \$10,041.00. The crime scene and crash mapping system is estimated at \$5,011.00. \$466 will be spent towards NIBRS training. The Department estimates the total cost of this project to be \$15,518.00.

Potential Options:

- None
-

Fiscal Implications:

The City of Texarkana, Texas will not be required to furnish additional match funding to receive funds under the grant program.

City of Texarkana, Texas

Staff Recommendation:

Approval of the application is recommended.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2019-091 RES Police JAG Grant (DOCX)
- b. 2019-091 ATTH 01 JAG Budget Narrative (PDF)
- c. 2019-091 ATTH 02 JAG Program Narrative (PDF)
- d. 2019-091 RES Goals & Perspectives (DOCX)
- e. 2019-091 RES Police JAG Grant signed (PDF)

Staff Coordination

Police	Michael Henry	Department Head Review	Completed	
	10/09/2019 3:18 PM			
Police	Kevin Schutte	Supervisor Review	Completed	10/09/2019
3:21 PM				
City Manager	Shirley Jaster	City Manager Review	Completed	10/10/2019
11:17 AM				
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
6:00 PM				

Meeting History

RESOLUTION NO. 2019-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROVIDING A TOTAL GRANT IN THE AMOUNT OF TWENTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$25,863), WHERE THE CITY OF TEXARKANA, TEXAS, WILL RECEIVE FIFTEEN THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS (\$15,518) AND BOWIE COUNTY, TEXAS, WILL RECEIVE TEN THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS (\$10,345); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Office of Justice Programs of the United States Department of Justice has notified the City of Texarkana, Texas, as applicant and fiscal agent for available grant funds, that the City's application on behalf of the City and Bowie County, Texas, for funding under the FY2019 Edward Byrne Memorial Justice Assistance Grant in the amount of **\$25,863** to be shared with Bowie County, Texas, has been approved for the program and budget period ending September 30, 2022, subject to compliance with those conditions and limitations set out in the grant documents attached as "**ATTH 01**" and "**ATTH 02**"; and

WHEREAS, the Texarkana, Texas Police Department's share of the funding will be used to update the department's firearms simulator and to purchase crash and crime scene mapping system; and

WHEREAS, the City of Texarkana, Texas, will not be required to furnish additional match funding to receive funds under the grant program; and

WHEREAS, the City Council of the City of Texarkana, Texas, being informed of the nature and proposed use of said grant, does consider and find that the above recommended uses and grant expenditures therefore are in the best interest of and will promote the health, safety and general welfare of the community.

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

SECTION 1: That the above-described Edward Byrne Memorial Justice Assistance Grant in the amount of **\$25,863** to be shared by and between the City of Texarkana, Texas, and Bowie County, Texas, be and is hereby accepted.

SECTION 2: That the City Manager be and is hereby authorized to undertake the necessary steps and execute the necessary documents including the Grant Acceptance document required for formal acceptance of the Edward Byrne Memorial Justice Assistant Grant from the United States Department of Justice, Office of Justice Programs, providing a total grant in the amount of **\$25,863** to be divided between the City of Texarkana, Texas, and Bowie County, Texas, where the City of Texarkana, Texas, will receive **\$15,518** and Bowie County, Texas will receive **\$10,345**.

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of October, 2019.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2019-091 RES Police JAG Grant (2148 : 2019-091 RES Police JAG Grant)

**2019 Justice Assistance Grant
City of Texarkana, Texas
2019-H4412-TX-DJ**

BUDGET NARRATIVE

City of Texarkana, Texas

TTPD plans to use JAG funds to upgrade its firearm simulator and to purchase a complete crash and crime scene mapping system. The cost to purchase the upgrades to the firearms simulator is estimated to be \$10,041.00. The estimated cost of the crime scene and crash mapping system is \$5,011.00. NIBRS training for records personnel will be \$466.00.

The total cost of the project will be \$15,518.00.

Bowie County, Texas

Under the Bowie County Sheriff's Office project, the JAG funds will be used to purchase four (4) laptop computers with docks, monitors and accessories. The Microsoft Surface 2 laptops are estimated at \$2,586.25 each.

The total cost of the project will be \$10,345.00.

**2019 Justice Assistance Grant
City of Texarkana, Texas
Bowie County, Texas
2019-H4412-TX-DJ**

PROGRAM NARRATIVE

The City of Texarkana, Texas Police Department is applying for the FY2019 Edward Byrne Memorial Justice Assistance Grant (JAG) program to be used for the following purpose:

The **Texarkana, Texas Police Department** purchased a law enforcement firearms simulator in 2016. It allows the department to conduct use of force training without the need for live fire. Judgmental training can be conducted through multiple interactive simulation scenarios. The hardware, software and weapon systems of the simulator need upgrades to continue to provide effective training for our officers. The department also has a need for a complete crash and crime scene mapping system. The system will allow crime scene technicians, as well as crash investigators, to more quickly produce highly accurate maps and diagrams. These diagrams are critical for the investigation and prosecution of major crimes and fatal crashes. TTPD will also utilize 3% of the total grant expenditures to send records personnel to NIBRS training. There is no local funding neither budgeted nor anticipated for the acquisition of this equipment. The hardware and software upgrades to the firearms simulator are expected to total \$10,041.00. The crime scene and crash mapping system is estimated at \$5,011.00. \$466 will be spent towards NIBRS training. The Department estimates the total cost of this project to be \$15,518.00.

The **Bowie County Sheriff's Office** uses a Tyler Technologies product known as Odyssey for its record management system. The data Bowie County deputies enter into this system is currently used to complete the UCR for federal crime statistics reporting. Tyler Technologies will be upgrading Odyssey to comply with the upcoming switch to NIBRS reporting as part of the continuing maintenance cost that are paid yearly by Bowie County. The reports run through Odyssey are only as good as the data collected. This year the Bowie County Sheriff's Office is requesting to purchase computers that can be used both at the office and in the field. These computers will allow the input from multiple locations. One of these computers will be used by our Inmate Tracking Specialist in the office, court and jail on a daily basis. The other three will be assigned to personnel who are frequently out of the office and need to access Odyssey for the purpose of retrieving and entering data. These computers will greatly assist the sheriff's office in its transition to NIBRS. There is no local funding neither budgeted nor anticipated for this acquisition. It is proposed the Bowie County Sheriff's Office purchase four (4) Microsoft Surface Book 2 laptop computers with docks, monitors and accessories. Each computer is approximately \$2,586.25. The anticipated total for their project is \$10,345.00.

Each agency and its respective governing bodies have agreed to disperse the \$25,863.00 in JAG funding based on a percentage formula for their project needs. The money spent will be for law enforcement purposes only. It is anticipated that the projects will commence upon receipt of the

funding and that the funds will be spent within a four-year period after they are received. The equipment purchased with the funding will continue to be utilized for years beyond the four-year grant reporting period. Each agency believes the acquisition of the equipment will benefit each of our local governments and citizenry by helping stabilize budgets, minimize and/or avoid reduction in essential services and counterproductive local tax increases, improve communication inoperability with public safety entities, reduce or prevent interruption of emergency public safety services in times of emergencies, improve crime detection and apprehension of criminals, as well as increase officer safety.

PERFORMANCE MEASURES:

The Texarkana Police Department expects the equipment to update its training and crime scene processing capabilities. The Bowie County Sheriff's Office expects that their project will improve their record keeping and assist in the transition to NIBRS.

Performance Indicator	Performance Measures	Target
Amount of funds expended on equipment and/or supplies	Amount of funds expended to purchase equipment and/or supplies during the reporting period	100 %
Types of equipment and/or supplies purchased with JAG funds	Indicate the types of equipment and/or supplies purchased with JAG funds during the reporting period	• Laptop Computers • Firearms Simulator • Hardware and Software • Crime Scene Mapping System
Performance Indicator	Performance Measures	Target
Number of units to directly benefit from equipment and/or supplies purchased with JAG funds	A. Number of organizational units to directly benefit from equipment purchased during the reporting period. Divided by B. Number of organizational units that requested award to purchase equipment during reporting period For percentage	100 %
Percentage of criminal justice staff who reported improved efficiency in their job performance or supplies purchased by JAG funds.	A. Number of staff who reported improved efficiency in their job performance during the reporting period. Divided by B. Number of staff receiving equipment For percentage	100 %
Percentage of criminal justice staff who reported increase in program quality as a result in the purchase of equipment or supplies by JAG funds.	A. Number of staff who reported an increase in program quality during the reporting period. Divided by B. Number of staff receiving equipment For percentage	100 %

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: Medium

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

RESOLUTION NO. 2019-091

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING THE APPLICATION FOR THE EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROVIDING A TOTAL GRANT IN THE AMOUNT OF TWENTY-FIVE THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$25,863), WHERE THE CITY OF TEXARKANA, TEXAS, WILL RECEIVE FIFTEEN THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS (\$15,518) AND BOWIE COUNTY, TEXAS, WILL RECEIVE TEN THOUSAND THREE HUNDRED FORTY-FIVE DOLLARS (\$10,345); AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Office of Justice Programs of the United States Department of Justice has notified the City of Texarkana, Texas, as applicant and fiscal agent for available grant funds, that the City's application on behalf of the City and Bowie County, Texas, for funding under the FY2019 Edward Byrne Memorial Justice Assistance Grant in the amount of **\$25,863** to be shared with Bowie County, Texas, has been approved for the program and budget period ending September 30, 2022, subject to compliance with those conditions and limitations set out in the grant documents attached as "ATTH 01" and "ATTH 02"; and

WHEREAS, the Texarkana, Texas Police Department's share of the funding will be used to update the department's firearms simulator and to purchase crash and crime scene mapping system; and

WHEREAS, the City of Texarkana, Texas, will not be required to furnish additional match funding to receive funds under the grant program; and

WHEREAS, the City Council of the City of Texarkana, Texas, being informed of the nature and proposed use of said grant, does consider and find that the above recommended uses and grant expenditures therefore are in the best interest of and will promote the health, safety and general welfare of the community.

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

SECTION 1: That the above-described Edward Byrne Memorial Justice Assistance Grant in the amount of **\$25,863** to be shared by and between the City of Texarkana, Texas, and Bowie County, Texas, be and is hereby accepted.

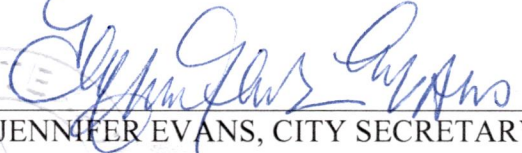
SECTION 2: That the City Manager be and is hereby authorized to undertake the necessary steps and execute the necessary documents including the Grant Acceptance document required for formal acceptance of the Edward Byrne Memorial Justice Assistant Grant from the United States Department of Justice, Office of Justice Programs, providing a total grant in the amount of **\$25,863** to be divided between the City of Texarkana, Texas, and Bowie County, Texas, where the City of Texarkana, Texas, will receive **\$15,518** and Bowie County, Texas will receive **\$10,345**.

Attachment: 2019-091 RES Police JAG Grant signed (2148 : 2019-091 RES Police JAG Grant)

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

PASSED AND APPROVED in Regular Council Session on this the **14th day of October, 2019.**

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:42 p.m.

Attachment: 2019-091 RES Police JAG Grant signed (2148 : 2019-091 RES Police JAG Grant)

**2019 Justice Assistance Grant
City of Texarkana, Texas
2019-H4412-TX-DJ**

BUDGET NARRATIVE

City of Texarkana, Texas

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**2019 Justice Assistance Grant
City of Texarkana, Texas
Bowie County, Texas
2019-H4412-TX-DJ**

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The City of Texarkana, Texas Police Department is applying for the FY2019 Edward Byrne Memorial Justice Assistance Grant (JAG) program to be used for the following purpose:

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City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 10/10/2019 3:02 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Ordinance No. 2019-101 extending and amending the City Manager
Employment Contract.

Briefing: 10/14/2019 **Public Hearing:** **Council Vote:** 10/14/2019

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

The City Council wishes to consider extending and amending of the City Manager's employment contract.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:**Advisory Board/Committee Review:**

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- 2019-101 ORD amd City Mgr Jaster (DOCX)
- 2019-101 ORD amend CM's Contract signed (PDF)

Staff Coordination

City of Texarkana, Texas

City Manager	Jennifer Evans	Department Head Review	Completed	
	10/10/2019 10:20 AM			
City Manager	Shirley Jaster	City Manager Review	Completed	10/10/2019
11:17 AM				
City Council	Jennifer Evans	Meeting	Completed	10/14/2019
6:00 PM				

Meeting History

ORDINANCE NO. 2019-101

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, EXTENDING AND AMENDING THE
CITY MANAGER EMPLOYMENT CONTRACT; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Ordinance No. 2017-111, the City Council of the City of Texarkana, Texas, appointed Shirley Jaster as City Manager and approved a City Manager Employment Contract; and

WHEREAS, the City Council desires to amend the City Manager Employment Contract.

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

SECTION 1: The “Extension and Amendment No. 1 to City Manager Employment Contract”, attached hereto as **Exhibit “A”**, is hereby approved. The Mayor of the City of Texarkana, Texas, is authorized to execute said Extension and Amendment on behalf of the City of Texarkana, Texas.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this **the 14th day of October, 2019.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2019-101 ORD amd City Mgr Jaster (2166 : 2019-101 ORD CM Contract - Jaster)

ORDINANCE NO. 2019-101

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
TEXARKANA, TEXAS, EXTENDING AND AMENDING THE
CITY MANAGER EMPLOYMENT CONTRACT; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, pursuant to Ordinance No. 2017-111, the City Council of the City of Texarkana, Texas, appointed Shirley Jaster as City Manager and approved a City Manager Employment Contract; and

WHEREAS, the City Council desires to amend the City Manager Employment Contract.

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

SECTION 1: The “Extension and Amendment No. 1 to City Manager Employment Contract”, attached hereto as **Exhibit “A”**, is hereby approved. The Mayor of the City of Texarkana, Texas, is authorized to execute said Extension and Amendment on behalf of the City of Texarkana, Texas.

SECTION 2: This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this **the 14th day of October, 2019.**

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

8:31 p.m.

Attachment: 2019-101 ORD amend CM's Contract signed (2166 : 2019-101 ORD CM Contract - Jaster)

Exhibit “A”

to

Ordinance No. 2019-101

[1 page]

Extension and Amendment No. 1 to City Manager Employment Contract

The City of Texarkana, Texas ("City"), a municipal body politic and corporate in perpetuity, acting by and through its City Council ("Council"), and Shirley Jaster ("Manager"), having previously entered into a City Manager Employment Contract ("Contract"), hereby agree to this Extension and Amendment No. 1 to said City Manager Employment Contract ("Extension and Amendment"), as follows:

New Paragraph 4.1.1 shall be added to the Contract to read as follows:

4.1.1 **EXTENSION.** Notwithstanding the first sentence of paragraph 4.1 of this Contract, the term of this Contract shall be extended to November 1, 2020.

Paragraph 4.2 of the Contract, "**SALARY**", shall be amended to add new subparagraph "c" to read as follows:

c. Beginning on October 15, 2019, the sum of One Hundred Seventy-one Thousand Four Hundred Twelve Dollars (\$171,412.00).

Paragraph 4.3 of the Contract, "**TERMINATION EVENTS**", subparagraph "b", shall be amended to read as follows:

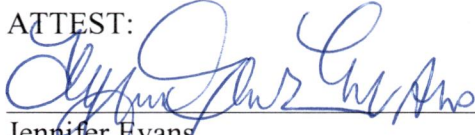
b. Retirement or death of Jaster; provided that Jaster deliver to the Mayor in writing her intent to retire no later than ninety (90) days prior to her stated retirement date.

This Extension and Amendment shall be effective beginning October 15, 2019.

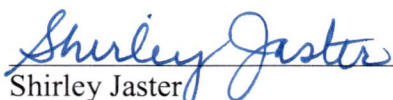
IN WITNESS WHEREOF, the City of Texarkana, Texas, has caused this document to be signed and executed on its behalf by its Mayor, and duly attested by its City Secretary, and Manager has signed and executed this document, on the dates set forth below.

City of Texarkana, Texas

By:  Dated: October 14, 2019
Bob Bruggeman
Mayor

ATTEST:  Dated: October 14, 2019
Jennifer Evans
City Secretary

Manager

 Dated: October 14, 2019
Shirley Jaster

Attachment: 2019-101 ORD amend CM's Contract signed (2166 : 2019-101 ORD CM Contract - Jaster)