



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • NOVEMBER 28, 2016

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Willie Ray	Ward 2	Present	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Late	6:15 PM
Christy P. Paddock	Ward 5	Present	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Kristin Peebles, Judge Sherry Jackson, Dusty Henslee, Lynn Henry, Lisa Thompson, Karey Parker, David Orr, Rea Donna Jones, J.D. Phillips, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY COUNCIL MEMBER CHRISTY PADDOCK

Swearing In Ceremony for Council Member Candidates by Judge Sherry Jackson

Mayor: Bob Bruggeman
 Council Member Ward 1: Jean Matlock
 Council Member Ward 4: Brian L. Matthews
 Council Member Ward 6: Josh Davis

(Signing of Official Documents)

Mayor Bruggeman thanked the entire council for its great service to the city and said he looks forward to working with Council Members Matlock, Matthews, and Davis for another two-year term. Mayor Bruggeman wished for a prosperous upcoming year to continue the many great things that have already been accomplished in the city.

Council Member Matlock thanked her family and friends for attending the swearing-in ceremony. Council Member Matthews thanked Mr. & Mrs. Steve Matlock for their support and attendance at the swearing-in ceremony.

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Upcoming City Council Meetings:

Monday, December 12, 2016 at 6:00 p.m.

Monday, December 26, 2016 - CANCELLED

Parks & Recreation Events:

December 1st Bramlett Beans & Cornbread Southwest Center

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

Mayor Bruggeman welcomed Texarkana Arkansas Mayor Ruth Penney Bell and her husband, Buddy, to the meeting. Mayor Bruggeman recognized Hayden Stoner with Troop #16 who currently is working on his citizenship badge. The Mayor also recognized students from Liberty Eylau High School in attendance.

The Mayor announced that the Agent Barry Live United Bowl is scheduled for Saturday, December 3rd at Razorback Stadium. Game kickoff will be at 12 noon.

The Main Street Annual Downtown Christmas Parade will be held on Monday, December 5th beginning at 7:00 p.m.

Appointments to Boards & Commissions

There were no appointments made to any board or commission.

Council Members Annual Board Appointments Review

Mayor Bruggeman said he will continue serving on the Texarkana Urban Transit District Board and the Bi-State Intergovernmental Advisory Committee. Council Member Veal-Gooch decided to vacate her service on the Bi-State Intergovernmental Advisory Committee. She has served on the Bi-State IAC for quite some time. Mayor Bruggeman said this creates an opening for other council members to contemplate serving on this committee.

Mayor Bruggeman asked council members to also consider the other various board positions served by council and to notify the City Secretary for any changes or adjustments.

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

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

There were no public comments made at Open Forum.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:26 p.m.)

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

1. Consider approval of the minutes of the Regular Meeting of the City Council held on November 14, 2016 at 6:00 PM.
2. Ordinance No. 2016-117 amending Chapter 11 Sec. 105-99 of the International Residential Code.

Public Hearing: October 24, 2016
Second Briefing: November 14, 2016
Council Vote: November 28, 2016

3. Ordinance No. 2016-119 amending the Code of Ordinances Secs. 28-1(b),130-5,140-179 and 140-239 for sidewalk board type signs to be allowed for advertising in the Central Business zoning district.

Public Hearing: October 24, 2016
Second Briefing: November 14, 2016
Council Vote: November 28, 2016

Action Items

4. Resolution No. 2016-137 appointing a Mayor Pro Tem for the term beginning December 1, 2016 and ending on November 30, 2017 or until superseded by new council member appointments.

Public Hearing:
Second Briefing:
Council Vote: November 28, 2016

Council Member Veal-Gooch recommended Council Member Davis for appointment as Mayor Pro Tem.

(6:28 p.m.)

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

VI. FIRST BRIEFINGS

1. The U.S. Department of Housing and Urban Development – Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2016). The Public Comment Hearing will be held on December 12th for the 2015 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15-day public comment period will be held from November 28 – December 12, 2016.

Public Hearing December 12, 2016

David Orr briefed this item.

RESULT: **MOVED FORWARD** **Next: 12/12/2016 6:00 PM**

2. Ordinance No. 2016-138 rezoning Lot 13, Ames Acres Addition, located at 3504 Robin Lane. Single Family-1 to Planned Development-General Retail. Terry and Linda Hester, applicants. Pete Snow and Terry Tidwell, agents.

Public Hearing: December 12, 2016

Second Briefing: January 9, 2017

Council Vote: January 23, 2017

David Orr briefed this item.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM
----------------	----------------------	---------------------------------

3. Ordinance No. 2016-139 rezoning Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive. Office to General Retail. Richard Powell, applicant.

Public Hearing: December 12, 2016

Second Briefing: January 9, 2017

Council Vote: January 23, 2017

David Orr briefed this item.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM
----------------	----------------------	---------------------------------

4. Ordinance No. 2016-140 granting a Specific Use Permit to allow the one additional use of an outdoor automobile sales lot on a 0.75 acre tract of land in the Thomas Price HRS, A-466, located at 3314 New Boston Road. Dean Hart, applicant. Daniel Lyons, agent.

Public Hearing: December 12, 2016
Second Briefing: January 9, 2017
Council Vote: January 23, 2017

David Orr briefed this item.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM
----------------	----------------------	---------------------------------

5. Resolution No. 2016-141 authorizing the City Manager to enter into a contract for a replacement engine for the South Regional Wastewater Treatment Plant emergency power generator in an amount not to exceed \$277,330.89.

Public Hearing: December 12, 2016
Second Briefing: January 9, 2017
Council Vote: January 23, 2017

J.D. Phillips briefed this item.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM
----------------	----------------------	---------------------------------

VII. PUBLIC HEARINGS

1. Resolution No. 2016-125 approving and authorizing the City Manager to execute the agreement between the City and Valley View Consulting, L.L.C. to provide professional investment advisory services for the City's investable funds for a period of two (2) years.

Public Hearing: November 28, 2016
Second Briefing: December 12, 2016
Council Vote: January 9, 2017

There were no public comments made at this hearing.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM
----------------	----------------------	---------------------------------

2. Resolution No. 2016-132 approving and authorizing the City Manager to enter into an agreement with Waste Management of Texas, Inc. for refuse collection.

Public Hearing: November 28, 2016
Second Briefing: December 12, 2016
Council Vote: January 9, 2017

Mary Bruce addressed council at this public hearing.

RESULT:	MOVED FORWARD	Next: 12/12/2016 6:00 PM
----------------	----------------------	---------------------------------

3. Motion to move Ordinance No. 2016-133 up for council vote.

(6:51 p.m.)

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

4. Ordinance No. 2016-133 authorizing the City Manager to enter into a contract with Four Thirteen Inc. for the construction of the Texarkana, Texas Gateway Welcome sign.

Public Hearing: November 28, 2016
Second Briefing: December 12, 2016
Council Vote: January 9, 2017

There were no public comments made at this hearing.

(6:51 p.m.)

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

VIII. SECOND BRIEFING WITH UPDATES - NONE

IX. SECOND BRIEFING WITHOUT UPDATES - NONE

X. ITEMS FOR DISCUSSION

Staff Updates

City Manager Whitson announced that the tentative date for the City Council to meet with members from the Riverbend Water Resources District Board and Sulphur River

Basin Authority Board is scheduled for January 10, 2017 at 6:00 p.m. The meeting location has not yet been determined.

XI. ADMINISTRATIVE COMMENTS

1. City Council
Council had no comments for staff.
2. City Staff
Staff had no comments for council.

XII. ADJOURNMENT

In closing remarks, Mayor Bruggeman wished everyone a happy holiday season.

A motion was made to adjourn the meeting.
(6:54 p.m.)

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

1. Minutes Finalized - City Secretary & Mayor



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Briefing Sheet

Version:
Update Date: 11/9/2016 9:48 AM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: (Signing of Official Documents)

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Swearing In Ceremony for:

Bob Bruggeman – Mayor
Jean Matlock – Ward 1
Brian Matthews – Ward 4
Josh Davis – Ward 6

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

To proceed with Swearing In Ceremony for elected officials

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2016 Elected Official Forms (PDF)



In the name and by the authority of

The State of Texas

THIS IS TO CERTIFY, that at a general election held on
Any Day, Any Month, Any Year

JOHN DOE

was duly elected

ANY OFFICER

In testimony whereof, I have hereunto
signed my name and caused the Seal of
_____ to be affixed at the City of
_____, this the ____ day of _____,
20__.

**Signature of Presiding Officer of
Canvassing Authority**

Form #2201 Rev. 01/2015

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: _____

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

 Signature of Officer

Revised 01/2015

Form #2204 Rev. 10/2011

This space reserved for office
use

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334

**OATH OF OFFICE****Filing Fee: None**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,

I, _____, do solemnly swear (or affirm), that I will faithfully
 execute the duties of the office of _____ of
 the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
 of the United States and of this State, so help me God.

Signature of Officer

State of _____)
 County of _____)

Sworn to and subscribed before me
 this _____

(seal)

_____ day of _____, 20 ____.

Signature of Notary Public or Other Officer
Administering Oath_____
Printed or Typed Name

Briefing Sheet

Version:
Update Date: 11/5/2016 2:36 PM

Lead Department: City Manager

Action Officer: Jennifer Evans, City Secretary

Subject: Council Members Annual Board Appointments Review

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

None

Potential Options:

None

-

Fiscal Implications:

None

Staff Recommendation:

Staff recommends annual council review of boards and commissions council member appointments.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- Council Member Appointments Sheet 2016 (XLSX)

ARK-TEX COG

ARK-TEX COG	1	Josh Davis	9-Jun-14	2.0	30-Nov-16	CC
ARK-TEX COG	2	Willie Ray	27-Jun-16	2.0	27-Jun-18	CC
ARK-TEX COG	3	Christy P. Paddock	22-Jun-15	2.0	21-Jun-17	CC

BI-STATE IAC

BI-STATE IAC	1	Bob Bruggeman	25-Jan-16	1.0	24-Jan-17	CC
BI-STATE IAC	2	Tina Veal-Gooch	8-Feb-16	1.0	7-Feb-17	CC

BOWIE CENTRAL APPRAISAL DIST

BOWIE CENTRAL APPRAISAL DIST	TXK	Josh Davis	9-Nov-15	2.0	8-Nov-17	CC
------------------------------	-----	------------	----------	-----	----------	----

ELECTRICAL APPEALS&ADV BOARD

ELECTRICAL APPEALS&ADV BOARD	CM	Brian Matthews	8-Jun-15	3.0	7-Jun-18	M-CC
------------------------------	----	----------------	----------	-----	----------	------

MPO POLICY BOARD

MPO POLICY BOARD	1	Willie Ray	1-Jan-13	5.0	31-Dec-17	CC
------------------	---	------------	----------	-----	-----------	----

MAYOR PRO TEM - By Resolution

MAYOR PRO TEM	1	Tina Veal-Gooch	1-Jun-15	1.0	30-Nov-16	CC
---------------	---	-----------------	----------	-----	-----------	----

** Council Members have the option to be appointed to a board, continue serving on a current board, request to serve on another board or discontinue service on a present board.



CITY OF TEXARKANA
CITY COUNCIL
MINUTES • NOVEMBER 14, 2016

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

220 TEXAS BLVD.
TEXARKANA, TX 75501

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

Attendee Name	Title	Status	Arrived
Bob Bruggeman	Mayor	Present	
Jean H. Matlock	Ward 1	Present	
Willie Ray	Ward 2	Absent	
Tina Veal-Gooch	Ward 3	Present	
Brian Matthews	Ward 4	Late	6:14 PM
Christy P. Paddock	Ward 5	Absent	
Josh Davis	Ward 6	Present	

Staff Present: City Manager John Whitson, Jennifer Evans, Shirley Jaster, Robby Robertson, Lynn Henry, Lisa Thompson, Kyle Dooley, Karey Parker, Kristin Peeples, Eric Schlotter, David Orr, Keith Lee, Jim Powell, Michael Henry, and Jerry Sparks.

Legal Counsel: Jeff Lewis

II. INVOCATION AND PLEDGE BY MAYOR BOB BRUGGEMAN

III. MAYOR'S REMARKS AND ITEMS OF COMMUNITY INTEREST

Mayor Bruggeman expressed it was a privilege and honor to recognize Police Chaplain Tommy Gaither for receiving the Diplomat Level Police Chaplain certification. This certification is one of the highest honors bestowed on a volunteer minister. Mr. Gaither has served officers of the Texarkana, Texas, police department for over 18 years. Mr. Gaither is often called on to help families and victims in crisis situations or to assist in death notifications. He has provided faithful service to police officers on ride alongs during the years. Mr. Gaither thanked the Mayor and Council Members for this special recognition and also credited his wife Juanda, of 51 years, for her loyal support.

Upcoming City Council Meetings:

Monday, November 21, 2016 at 6:00 p.m. (Canvass Election Results)
Monday, November 28, 2016 at 6:00 p.m. (Candidate Swearing-In Ceremony)
Monday, December 12, 2016 at 6:00 p.m.
Monday, December 26, 2016 - CANCELLED

Minutes Acceptance: Minutes of Nov 14, 2016 6:00 PM (Consent Items)

Comprehensive Plan Meeting:

The second meeting for the “Renew Texarkana” Comprehensive Plan will be held at the Texarkana Convention Center on Tuesday, November 15th at 6:00 p.m. All in the community are invited to attend.

Small Business Saturday Celebration:

A celebration recognizing small businesses will be held on Saturday November 26th at the Farmers Market located at 305 Texas Blvd.

Parks & Recreation Events:

November 19 th	Softball Tournament	Karrh/Wallace Parks
November 24 th	Turkey Trot 5K Run	Spring Lake Park
December 1 st	Bramlett Beans & Cornbread	Southwest Center

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

Mayor Bruggeman gave a warm welcome to Texas High School students from Mr. Littman's government class who were attending the meeting for a class assignment.

Presentations

Small Business Saturday Proclamation - November 26, 2016

Mayor Bruggeman read the proclamation and encouraged all to support local small businesses on Saturday, November 26th.

Appointments to Boards & Commissions

Council Member Matlock recommended the appointment of Carolyn Moore to the Building & Standards Committee. Council Member Veal-Gooch recommended the appointment of Willis Johnston to the Historic Landmark Preservation Committee.

1. Motion to make the recommended appointments to Boards & Commissions.

(6:21 p.m.)

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

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

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

There were no public comments made at Open Forum.

V. ITEMS FOR CONSIDERATION

Consent Items

(6:23 p.m.)

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

1. Consider approval of the minutes of the Joint City Committee Special Meeting of the City Council held on October 11, 2016 at 3:00 PM.
2. Consider approval of the minutes of the Regular Meeting of the City Council held on October 24, 2016 at 6:00 PM.
3. Ordinance No. 2016-124 accepting additional grant funding for the Police Department budget from ArkLaTex 100 Club in the amount of \$11,055.

Public Hearing:

Second Briefing:

Council Vote: November 14, 2016

Mayor Bruggeman expressed thanks to the ArkLaTex 100 Club for its contributions to the Texarkana community.

4. Resolution No. 2016-130 setting the 2017 City Council meeting dates and official City Holiday closings.

Public Hearing:
 Second Briefing:
 Council Vote: November 14, 2016

Action Items

5. Resolution No. 2016-113 establishing a Community Relations Expenditures Policy.

Public Hearing: October 10, 2016
 Second Briefing: October 24, 2016
 Council Vote: November 14, 2016

(6:24 p.m.)

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

6. Resolution No. 2016-114 authorizing the expenditure of Community Relations funds in support of the KCS Holiday Express Train event.

Public Hearing: October 10, 2016
 Second Briefing: October 24, 2016
 Council Vote: November 14, 2016

(6:25 p.m.)

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

7. Resolution No. 2016-116 revising the Fire Department's swap time policy.

Public Hearing: October 10, 2016
 Second Briefing: October 24, 2016
 Council Vote: November 14, 2016

Mayor Bruggeman asked the City Secretary for a roll call vote.
 (6:26 p.m.)

RESULT:	FAILED [3 TO 1]
MOVER:	Jean H. Matlock, Ward 1
SECONDER:	Brian Matthews, Ward 4
AYES:	Matlock, Veal-Gooch, Matthews
NAYS:	Davis
ABSENT:	Ray, Paddock
EXCUSED:	Bruggeman

8. Ordinance No. 2016-126 amending budget expenditures for the fiscal year ending September 30, 2017 to appropriate funding in the amount of One Million Three Hundred Fifty-Three Thousand Two Hundred Dollars (\$1,353,200) for projects included in the previously approved Capital Improvement Program. (CIP).

Public Hearing:

Second Briefing:

Council Vote: November 14, 2016

City Manager Whitson briefed this item accompanied by a PowerPoint presentation.
(6:37 p.m.)

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

9. Ordinance No. 2016-127 amending budgeted revenue and expenditures for the fiscal year ending September 30, 2017 for the Public Safety Radio Equipment fund.

Public Hearing:

Second Briefing:

Council Vote: November 14, 2016

Kristin Peebles briefed this item. Michael Henry answered questions for council.

RESULT:	POSTPONED	Next: 12/12/2016 6:00 PM
----------------	------------------	---------------------------------

VI. FIRST BRIEFINGS

1. Resolution No. 2016-125 approving and authorizing the City Manager to execute the agreement between the City and Valley View Consulting, L.L.C. to provide professional investment advisory services for the City's investable funds for a period of two (2) years.

Public Hearing: November 28, 2016
 Second Briefing: December 12, 2016
 Council Vote: January 9, 2017

Kristin Peeples briefed this item.

RESULT:	MOVED FORWARD	Next: 11/28/2016 6:00 PM
----------------	----------------------	---------------------------------

- Resolution No. 2016-132 approving and authorizing the City Manager to enter into an agreement with Waste Management of Texas, Inc. for refuse collection.

Public Hearing: November 28, 2016
 Second Briefing: December 12, 2016
 Council Vote: January 9, 2017

Kyle Dooley briefed this item.

RESULT:	MOVED FORWARD	Next: 11/28/2016 6:00 PM
----------------	----------------------	---------------------------------

- Ordinance No. 2016-133 authorizing the City Manager to enter into a contract with Four Thirteen Inc. for the construction of the Texarkana, Texas Gateway Welcome sign.

Public Hearing: November 28, 2016
 Second Briefing: December 12, 2016
 Council Vote: January 9, 2017

Kyle Dooley briefed this item.

RESULT:	MOVED FORWARD	Next: 11/28/2016 6:00 PM
----------------	----------------------	---------------------------------

VII. PUBLIC HEARINGS

- Motion to move Resolution No. 2016-120 up for council vote.

(6:56 p.m.)

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

- Resolution No. 2016-120 approving Bowie Central Appraisal District's 2016 tax roll.

Public Hearing: November 14, 2016
 Second Briefing: November 28, 2016
 Council Vote: December 12, 2016

There were no public comments made at this hearing.
 (6:56 p.m.)

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

3. Motion to move Resolution No. 2016-121 up for council vote.

(6:57 p.m.)

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

4. Resolution No. 2016-121 authorizing the City Manager to enter into an incentive agreement under Chapter 380 of the Texas Local Government Code with Legato Holdings LLC for plans to remodel a facility located at 3103 Summerhill Road.

Public Hearing: November 14, 2016
 Second Briefing: November 28, 2016
 Council Vote: December 12, 2016

There were no public comments made at this hearing.
 (6:58 p.m.)

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

VIII. SECOND BRIEFING WITH UPDATES - NONE

IX. SECOND BRIEFING WITHOUT UPDATES

1. Ordinance No. 2016-117 amending Chapter 11 Sec. 105-99 of the International Residential Code.

Public Hearing: October 24, 2016
 Second Briefing: November 14, 2016
 Council Vote: November 28, 2016

RESULT: MOVED FORWARD

Next: 11/28/2016 6:00 PM

2. Ordinance No. 2016-119 amending the Code of Ordinances Secs. 28-1(b),130-5,140-179 and 140-239 for sidewalk board type signs to be allowed for advertising in the Central Business zoning district.

Public Hearing: October 24, 2016
 Second Briefing: November 14, 2016
 Council Vote: November 28, 2016

RESULT: MOVED FORWARD

Next: 11/28/2016 6:00 PM

X. ITEMS FOR DISCUSSION

Staff Updates

Staff had no updates for council.

XI. ADMINISTRATIVE COMMENTS

1. City Council

Council Members had no comments for staff.

2. City Staff

City Manager Whitson reminded council that the Employee Luncheon and Retiree Recognition is scheduled for Thursday, November 17th at 11:00 a.m. The event will be held at the Southwest Center on West 7th Street.

XII. ADJOURNMENT

A motion was made to adjourn the meeting.
 (7:00 p.m.)

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

City of Texarkana, Texas

Version: B

Update Date: 11/8/2016 9:46 AM

Briefing Sheet

Lead Department: Building Code Administration **Action Officer:** Lynn Henry
Subject: Ordinance No. 2016-117 amending Chapter 11 Sec. 105-99 of the International Residential Code.
Briefing: 11/28/2016 **Public Hearing:** 10/24/2016 **Second Briefing:** November 14, 2016 **Council Vote:** 11/28/2016

Item Schedule**Updates/History of Briefing:**

NOT APPLICABLE

Executive Summary and Background Information:

Beginning with all new homes permitted September 1, the statewide move to the 2015 energy code ushered in significant changes for single-family and low-rise (three stories and lower) multifamily construction. The catalyst for these changes was HB 1736, a Texas Association of Builders priority bill, passed by the legislature last session. The bill made Texas one of the first states to adopt the energy Chapter (Chapter 11) of the 2015 International Residential Code (IRC), while Texas remained in the 2009

Version. While the statute makes clear that the energy efficiency chapter of the IRC was adopted statewide on September 1, local amendments in these areas can be less stringent than the unamended 2015 Code. A jurisdiction like Texarkana that is outside of what is referred to as a non-attainment area or affected county can take action to amend the 2015 energy code, as prescribed by state law, back to the framework that was in place prior to September 1.

The 2015 energy code requirements will increase the cost of residential construction in Texarkana. Therefore, staff recommends taking action to amend the 2015 energy code back to the framework that was in place prior to September 1. This will require amending the Code of Ordinances to reflect that Chapter 11- Energy Conservation from the 2015 International Residential Code is deleted, and to reflect re-adoption of the corresponding chapter from the 2009 code.

Potential Options:

- Leave the 2015 Code intact.
-

Fiscal Implications:

City of Texarkana, Texas

None

Staff Recommendation:

Staff recommends adoption of this ordinance.

Advisory Board/Committee Review:

None

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2016-117 ORD Amending Code Sec. 105-99 (DOC)
- b. 2016-117 ATTH 1 comparison (DOCX)
- c. 2016-117 Goals & Perspectives (DOCX)
- d. 2016-117 ORD Amending Code Sec. 105-99 signed(PDF)

Staff Coordination

Building Code Administration	Lynn Henry	Department Head Review
Completed	09/29/2016 10:07 AM	
Municipal Prosecutor Deborah Jones	Asst. City Attorney Review	Completed
09/29/2016 11:18 AM		
Assistant City Manager	Shirley Jaster	Asst. City Manager Review
Completed	09/29/2016 11:23 AM	
City Attorney Jeffery C. Lewis	City Attorney Review Completed	09/29/2016
12:48 PM		
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review Completed	09/29/2016 1:22 PM	
Public Information Officer	Lisa Thompson	PIO Review Completed
09/29/2016 1:39 PM		
City Manager John Whitson	City Manager Review Completed	10/06/2016
11:02 AM		
City Council Jennifer Evans	Meeting Completed	10/10/2016
6:00 PM		

Meeting History

10/10/16	City Council	MOVED FORWARD	Next: 10/24/16
10/24/16	City Council	MOVED FORWARD	Next: 11/14/16
11/14/16	City Council	MOVED FORWARD	Next: 11/28/16

PUBLISH

ORDINANCE NO. 2016-117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE LAND DEVELOPMENT CODE, BUILDING AND CONSTRUCTION, SECTION 105-99, OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, with all new homes permitted September 1, the statewide move to the 2015 energy code by HB 1736, adopted by the Texas Legislature last session, ushered in significant changes for single-family and low-rise multifamily construction; and

WHEREAS, the 2015 energy code requirements will increase the cost of residential construction in Texarkana; and

WHEREAS, Texarkana is a jurisdiction outside of what is referred to as a non-attainment area or an affected county as defined by law; and

WHEREAS, Texas law makes clear that a jurisdiction outside of what is referred to as a non-attainment area or an affected county can take action to amend the 2015 energy code with less stringent energy efficiencies, such as the framework under the 2009 code that existed prior to September 1; and

WHEREAS, to avoid an increase in the cost of residential construction in Texarkana, the City Council finds and determines that the Code of Ordinances should be amended to delete the 2015 energy code and adopt the 2009 energy code as allowed by state law.

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

SECTION 1: That Section 105-99 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended with the following additions to this existing section, which read as follows:

Chapter 11, Energy conservation, of the said International Residential Code 2015 adopted by Section 105-98 herein, is hereby deleted in its entirety.

With respect to energy conservation, there is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain *Chapter 11, Energy Conservation*, of the building code known as the International Residential Code, 2009 edition ("IRC 2009"), said Chapter 11 of the IRC 2009 being incorporated herein as if fully set out herein; and with respect to the subject matter in said chapter, the

Attachment: 2016-117 ORD Amending Code Sec. 105-99 [Revision 2] (1546 : 2016-117 ORD amend Sec. 105-99)

PUBLISH

provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

SECTION 2: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

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

SECTION 5: That this Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **14th day of November, 2016.**

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

2009

Eliminate the requirement of dust blast
and blower door testing

A programmable thermostat **but** eliminate
programmable thermostat
set by the manufacturer.

Require the placement of an energy certificate
visual inspection of ductwork and insulation
by a third party

2015

Requirement of dust blast
and blower door testing.

Programmable thermostat
set by the manufacturer.
78 degrees max cool
70 degrees max heat

Attachment: 2016-117 ATTH 1 comparison (1546 : 2016-117 ORD amend Sec. 105-99)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

Staff time required if item is approved: No Additional

Other Potential Impacts:

NONE APPLICABLE

Public Information Plan:

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

Other:

PUBLISH

ORDINANCE NO. 2016-117

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE LAND DEVELOPMENT CODE, BUILDING AND CONSTRUCTION, SECTION 105-99, OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS, AND PROVIDING FOR PUBLICATION; PROVIDING FOR A REPEALER CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, with all new homes permitted September 1, the statewide move to the 2015 energy code by HB 1736, adopted by the Texas Legislature last session, ushered in significant changes for single-family and low-rise multifamily construction; and

WHEREAS, the 2015 energy code requirements will increase the cost of residential construction in Texarkana; and

WHEREAS, Texarkana is a jurisdiction outside of what is referred to as a non-attainment area or an affected county as defined by law; and

WHEREAS, Texas law makes clear that a jurisdiction outside of what is referred to as a non-attainment area or an affected county can take action to amend the 2015 energy code with less stringent energy efficiencies, such as the framework under the 2009 code that existed prior to September 1; and

WHEREAS, to avoid an increase in the cost of residential construction in Texarkana, the City Council finds and determines that the Code of Ordinances should be amended to delete the 2015 energy code and adopt the 2009 energy code as allowed by state law.

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

SECTION 1: That Section 105-99 of the Code of Ordinances of the City of Texarkana, Texas, is hereby amended with the following additions to this existing section, which read as follows:

Chapter 11, Energy conservation, of the said International Residential Code 2015 adopted by Section 105-98 herein, is hereby deleted in its entirety.

With respect to energy conservation, there is hereby adopted by the city, for the purpose of regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and providing for permits and penalties, that certain *Chapter 11, Energy Conservation*, of the building code known as the International Residential Code, 2009 edition ("IRC 2009"), said Chapter 11 of the IRC 2009 being incorporated herein as if fully set out herein; and with respect to the subject matter in said chapter, the

Attachment: 2016-117 ORD Amending Code Sec. 105-99 signed (1546 : 2016-117 ORD amend Sec. 105-99)

PUBLISH

provisions thereof shall be controlling in the condition and maintenance of all property, buildings and structures contained within the corporate limits of the city.

SECTION 2: That in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a Court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair or invalidate the remainder of this Ordinance.

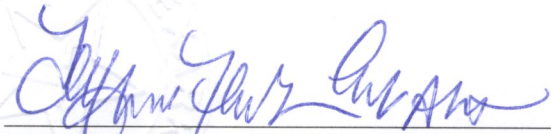
SECTION 3: That all ordinances or parts of ordinances in conflict herewith are specifically repealed.

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

SECTION 5: That this Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **28th day of November, 2016.**

ATTEST:


JENNIFER EVANS, CITY SECRETARY

6:26


BOB BRUGGEMAN, MAYOR

Attachment: 2016-117 ORD Amending Code Sec. 105-99 signed (1546 : 2016-117 ORD amend Sec. 105-99)

City of Texarkana, Texas

Version: G

Update Date: 10/17/2016 3:49 PM

Briefing Sheet

Lead Department: Assistant City Manager **Action Officer:** Shirley Jaster, Assistant City Manager
Subject: Ordinance No. 2016-119 amending the Code of Ordinances Secs. 28-1(b), 130-5, 140-179 and 140-239 for sidewalk board type signs to be allowed for advertising in the Central Business zoning district.
Briefing: 11/28/2016 **Public Hearing:** 10/24/2016 **Second Briefing:** November 14, 2016 **Council Vote:** 11/28/2016

Item Schedule

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

Updates/History of Briefing:

Creating a definition of this type sandwich or stand up temporary sign was presented to the planning and zoning commission for their review and recommendation in September.

Executive Summary and Background Information:

This is a request to amend the Code of Ordinances, Land Development Code,
 Following are the highlighted proposed changes:

- Amend 28-1 b
 Sec. 28-1. - Advertisements, handbills, etc.
 (b) All advertising of any form, whether temporary or permanent, is hereby prohibited on all streets, sidewalks, rights-of-way, easements, parks or any other public property within the corporate limits of the city; provided, however, that the city council may by ordinance identify zones or specific public rights-of-way for placement by license of private advertising on or within public rights-of-way when said advertising is done in connection with either promotion of a business adjoining the public rights-of-way or projects beneficial to the public interest. The city manager or designee may require the removal of said advertising at any time that it violates any provision of this Code or otherwise becomes destroyed, unsightly, or deteriorated.
- Amend Section 130-5 to regulate and add guidelines for public sidewalk and other ROWs that grant an encumbrance exemption for sidewalk board and stand up type temporary signs in the downtown, Central Business zoning district as shown in Exhibit A of the proposed ordinance. Other changes include language for benches, tables, planters and other items regulated as to ADA requirements for sidewalk clearances, dimensions etc. (See attachment 1 for a red line version and key highlighted changes and sidewalk board type sign information)
- Add a new definition to Section 140-179 "Special definitions and explanations noted in use regulations to read as follows:

Sign, sandwich or stand-up, means an advertising sign displaying predominately legible words and constructed with durable material that will withstand inclement weather.

City of Texarkana, Texas

- Add this new signage “sandwich or stand-up sign” to the chart in Section 140-239 “Temporary Type Signs” as follows. (This type signage will only be allowed in the downtown Central Business District and the maximum size will be 3 ½ feet in height and 2 feet in width.)

Temporary Type Signs:			
Real estate	12 square feet	All residential districts.	One for each platted lot or tract and for acreage-One for each 200 feet of street frontage.
	No restriction	In all districts, except residential.	None specified.
Construction sign	60 square feet	In all districts	None
Promotional/banner sign	64 square feet	In all districts	See section 140-79 (<i>Sign, temporary</i>)
Development sign	400 square feet	In all districts	**See below
“Sandwich” or stand-up sign	H: 3 1/2 feet W: 2 feet	CB, license only - see section 130-5(d)(1-a)	See sections 130-5(d)(1-a), 140-79

Potential Options:

Approve, amend or deny the ordinance

Fiscal Implications:

\$ 10 fee per sign (sandwich board or stand up) in downtown CB zoning district.

Staff Recommendation:

Approval

Advisory Board/Committee Review:

Planning and Zoning Commission on zoning code changes Sections 140-179 and 140-239.

Board/Committee Recommendation:

Planning and Zoning Commission recommended approval

Advisory Board/Committee Meeting Date and Minutes:

Meeting date September 6, 2016

Attachments

- a. ORD 2016-119 amending secs 28-1b, 130-5, 140-179 and 140-239 of the code of ordinances (DOCX)
- b. 2016-119 ATTH 2 red line Sec 130-5 (DOCX)
- c. 2016-119 ATTH 1 red line Sec 28-1 (DOCX)
- d. 2016-119 Goals & Perspectives (DOCX)
- e. 2016-119 ORD Code for CB District Sandwich Signs signed (PDF)

Staff Coordination

Assistant City Manager	Shirley Jaster	Department Head Review
Completed	09/29/2016 10:13 AM	
Municipal Prosecutor Shirley Jaster	Asst. City Attorney Review	Skipped
09/28/2016 5:15 PM		

City of Texarkana, Texas

Assistant City Manager	Shirley Jaster	Asst. City Manager Review	
Completed	09/29/2016 10:13 AM		
City Attorney	Jeffery C. Lewis	City Attorney Review	Completed 10/03/2016
4:57 PM			
Public Works Department	Kyle Dooley	Review	Completed
10/04/2016 11:37 AM			
Planning and Community Development	David Orr	Review	Completed
10/04/2016 2:30 PM			
Assistant City Manager	Shirley Jaster	Assistant City Manager	
Review	Completed	10/04/2016 2:47 PM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
10/04/2016 2:50 PM			
City Manager	John Whitson	City Manager Review	Completed 10/06/2016
11:02 AM			
City Council	Jennifer Evans	Meeting	Completed 10/10/2016
6:00 PM			

Meeting History

10/10/16	City Council	MOVED FORWARD	Next: 10/24/16
10/24/16	City Council	MOVED FORWARD	Next: 11/14/16
11/14/16	City Council	MOVED FORWARD	Next: 11/28/16

ORDINANCE NO. 2016-119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, REVISING LICENSING PROVISIONS TO ENCUMBER RIGHT-OF-WAY OR EASEMENTS AND ESTABLISHING NEW LICENSING PROVISIONS TO ENCUMBER SIDEWALKS IN THE CB CENTRAL BUSINESS DISTRICT BY AMENDING SECTIONS 28-1(b), 130-5, 140-179, AND 140-239 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the city has received several requests for sandwich or stand-up type advertising signs to be used in the downtown or CB, Central Business zoning district; and

WHEREAS, in the downtown area all sidewalks are public right of way(s), ROW, and not private property; and

WHEREAS, the use of public ROW is not allowed for private use unless an encumbrance is granted by the city.

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

SECTION 1: Section 28-1(b), “Advertisements, handbills, etc.”, of Article I. - In General, of Chapter 28 of the Code of Ordinances of the City of Texarkana, Texas, shall be amended in its entirety as follows:

(b) All advertising of any form, whether temporary or permanent, is hereby prohibited on all streets, sidewalks, rights-of-way, easements, parks or any other public property within the corporate limits of the city; provided, however, that the city council may by ordinance identify zones or specific public rights-of-way for placement by license of private advertising on or within public rights-of-way when said advertising is done in connection with either promotion of a business adjoining the public rights-of-way or projects beneficial to the public interest. The city manager or designee may require the removal of said advertising at any time that it violates any provision of this Code or otherwise becomes destroyed, unsightly, or deteriorated.

SECTION 2: Section 130-5, “Encumbrances and obstructions on streets, sidewalks and other public rights-of-way”, of Article I. - In General, of the Land Development Code of the City of Texarkana, Texas, shall be amended in its entirety as set forth in **Exhibit A** to this Ordinance, incorporated herein by reference for all purposes.

SECTION 3: Section 140-179, “Special definitions and explanations noted in use regulations,” of Article VII, “Supplemental Regulations” of the Land Development Code of the City of Texarkana, Texas, is hereby amended to add the following definition:

Sign, sandwich or stand-up, means an advertising sign displaying predominantly legible words and constructed with durable material that will withstand inclement weather (see section 130-5).

SECTION 4: That the City Council approves the amendment to the Code of Ordinances, Land Development Code, Chapter 140, Zoning, Section 140-239, “Permanent type signs,” by changing the caption to “Permanent and temporary type signs” and by amending the chart of “Temporary Type Signs” to add the following:

“Sandwich” or stand-up sign	H: 3 1/2 feet W: 2 feet	CB, license only - see section 130-5(d)(1-a)	See sections 130-5(d)(1-a), 140-79
-----------------------------	----------------------------	--	------------------------------------

SECTION 5: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

SECTION 6: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 7: The City Secretary shall give notice of the passage of this Ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 8: This Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **28th day of November, 2016.**

BOB BRUGGEMAN, MAYOR

ATTEST:

JENNIFER EVANS, CITY SECRETARY

EXHIBIT A

Sec. 130-5. - Encumbrances and obstructions on streets, sidewalks and other public rights-of-way.

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

Alley means a minor way that is used primarily for installation of public utilities and for vehicular service access to the backside or the side of the property otherwise abutting the street.

Easement means a right held by the city to be used for access, drainage or the placement of utilities such as, but not limited to, water, sewer, gas, telephone, cable television and electrical lines.

Franchise means a grant of authority by the city to utilize the public right-of-way under certain specific terms and conditions given by ordinance.

Noncertificated telecommunications provider means an entity who has not been issued a certificate of convenience and necessity, certificate of operating authority or service provider certificate of operating authority to offer local exchange telephone service.

Right-of-way means any strip or area of land, including, surface, overhead or air space, or underground or subsurface space that is used, or intended to be used, or dedicated to be used wholly or in part as a public street, [sidewalk](#), alley or as the location of public walkways and utility or drainage facilities or installations.

Sidewalk means the concrete or asphalt surfaced portion of a street between either the curbline or roadway and the adjacent property line intended for pedestrian use.

Street means the entire width between the boundary lines of every right-of-way, other than an alley, publicly maintained when any part of it is opened to the public for vehicular use.

- (b) *Other definitions.* Definitions not expressly described herein are to be determined in accordance with customary usage in municipal planning and engineering practices.
- (c) *Unlawful activities.* The following activities, uses, conditions or occurrences on the public right-of-way shall be deemed unlawful:
- (1) Operating any machinery having tracks, feet or pulling lugs over or along any paved streets or alleys.
 - (2) Hauling of gravel, brick, sand, concrete, ready mix concrete or mortar in such a manner to scatter or waste these substances onto any streets, alleys or sidewalks.
 - (3) Dropping, spilling or leaking out of any tank or vessel, whether connected with a motor vehicle or otherwise, any gasoline or other oil or petroleum-based substance on to any street, alley or sidewalk.
 - (4) Discharging any odorous water, sewage, wastewater, waste oils, kitchen grease, kitchen slop water, mop water or other offensive or hazardous substance onto any public right-of-way.
 - (5) Placing, storing, constructing, installing or maintaining any structure, building, object, vehicle, device, fence, wall or other material on or within any public right-of-way. Trees and other living, domesticated vegetation located within the parkway area of a paved street and mailboxes are exempt from this prohibition. Provided, however, the city, or its authorized agents, shall not be required to replace any obstruction on or within any public way that must be removed during the course of maintenance, construction and/or reconstruction on or within the public way.
 - (6) Casting, placing or storing any animal, offal, garbage, trash, refuse or debris into or upon any street, alley, sidewalk, street gutter or other public right-of-way.

- (7) Constructing or placing any temporary or permanent structure within, on or over any public utility or drainage easement, except for franchised utilities, other public facilities associated with drainage, or as provided herein. The property owner may place removable section type fencing, asphalt or concrete paving, or landscaping within any dedicated public utility easement. Provided, however, that the city or any franchised utility of the city shall not be required to replace anything that must be removed during the course of maintenance, construction or reconstruction within any public utility or drainage easement.
- (d) *License to encumber right-of-way or easements.* The following shall control the consideration of requests for encumbrances on, over, under or through public rights-of-way or easements.
- (1) The right to encumber the public right-of-way may be granted only by license and every grantee of a license shall agree to indemnify and hold the city harmless from any and all damages to persons or property or both, arising in any manner out of the use of licensed premises. Each applicant for a license shall complete an application form obtained from the Public Works Department and submit a nonrefundable deposit to cover the expenses of the processing costs associated therewith. The total deposit shall be credited toward the issuance of the first year license fee, should the applicant be approved for a license. The applicant shall provide a certificate of insurance naming the City as a co-insured with liability insurance coverage in a minimum amount of \$1,000,000 for each person for bodily injury and \$500,000 for each single occurrence for injury to or destruction of property. The application must be accompanied by plans or drawings showing the area to be used and a statement of the purpose for which the right-of-way is to be used. ~~The applicant is responsible for the establishment of the fair market value in the areas of consideration for license. Fair market value may be established by use of the county appraisal district records for adjacent properties. The nonrefundable deposit shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.~~
- (1-a) The right to encumber a public sidewalk shall be restricted to the CB Central Business District and shall be subject to these additional criteria:
- a. A license authorized by this subsection shall be held only by the applicant and shall not be transferable.
- b. Any encumbrances authorized by this subsection shall be
- (i) restricted to the front of the applicant's licensed business and used solely for purposes directly related to the applicant's licensed business;
- (ii) placed in such a manner as to leave a minimum unobstructed sidewalk width of four feet (4'), a minimum of one foot (1') away from the curb line or edge of vehicular traveled way, and allow ease of movement by many persons in and around the encumbrances; and
- (iii) limited to chairs, benches, tables, window boxes, and one "sandwich board" or stand-up sign per license, with display of advertising restricted solely to "sandwich boards" or stand-up signs (see secs. 140-179, 140-239).
- c. The following placement of encumbrances shall be prohibited:
- (i) placement in front of any door or other means of ingress or egress;
- (ii) placement which blocks or hinders access to the adjoining property;
- (iii) placement which blocks or hinders visibility of drivers or pedestrians;
- (iv) placement on a corner lot within twenty feet (20') of the points of intersection of the joining street rights-of-way;
- (v) placement on the sidewalk of any hazardous material; and
- (vi) for "sandwich boards" or stand-up signs, placement on the sidewalk at such times as the applicant's business is closed to the public.

- d. The license may be revoked with or without notice if, in the discretion of the Director of Public Works or Code Enforcement Officer, the use or utilization of the encumbrance or public sidewalk violates any provision of the Code, or the encumbrance becomes destroyed, unsightly, or deteriorated. This provision is cumulative of any other remedies or enforcement provisions contained in the Code.
- (2) No individual, person, firm or corporation shall be granted a license for an encumbrance of the public right-of-way that would adversely affect the public health, safety or welfare of the citizens of the city.
 - (3) Subject to the exemptions set forth~~Unless otherwise specified in this subsection (e) of this section,~~ no license shall be issued or granted for an encumbrance of the public right-of-way for less than a three-foot width.
 - (4) Subject to the exemptions set forth~~Unless otherwise specified in this subsection (e) of this section,~~ a licensee shall pay a license fee depending upon the amount of right-of-way encumbered as set out below. In no event shall a license fee be less than \$200.00 for a period of one year.
 - a. For a private license authorizing a surface encroachment at the ground level, the annual license fee shall be 100 percent of the fair market value times the square footage of encumbrance.
 - b. For a private license authorizing an air space encroachment above the ground level, the annual license fee shall be ten percent of the fair market value times the square footage of encumbrance.
 - c. For a private license to encumber subsurface area, the annual license fee shall be ten percent of the fair market value times the square footage of encumbrance.
 - ~~(5) Said. The applicant is responsible for the establishment of the fair market value in the areas of consideration for license fee for each licensee. Fair market value may be subject to established by use of the county appraisal district records for adjacent properties.~~
 - (5) Unless otherwise specified in this subsection, any deposits, license fees or annual review fees required by this section shall be in an amount as established by the city council from time to time and is subject to change on file in the city secretary's office or city website.
 - (6) The total deposit shall be credited toward the license fee for the issuance of the first year if a license should be granted. Any individual, person, firm or corporation wishing to encumber the public right-of-way in any manner shall submit a license application and required deposit to the director of public works. Upon receipt and normal review by various city departments and public utility companies of such application, the director of public works shall forward the request to the city manager for approval.
 - (7) Any license granted hereunder shall specify the area licensed for use and shall be drafted~~issued~~ by the ~~city attorney's office~~Public Works Department.
 - (8) ~~In the event any individual, firm, person or corporation is~~Any applicant denied a license, ~~they~~ shall have the right to appeal such denial to the city council by filing a written notice of appeal with the city secretary no later than five days from ~~their~~ receipt of notice of the denial of the request.
 - (9) The city council shall hear the applicant's request within 30 days of notice of appeal and shall determine whether or not to uphold the denial, to grant the request as presented or to modify it.
- (e) *Exemptions.*
- (1) Any applicant who wishes to encumber public rights-of-way for installation of a private water line, with a diameter of one inch or less, and for a distance of not more than 300 feet; a private sewer line with a diameter of four inches or less, and for a distance of not more than 300 feet; and an overhead line for a distance of not more than 300 feet; or for an encroachment by a building, is hereby exempt from the annual license fee and shall be subject to a one-time

license fee. An applicant who wishes to encumber the public right-of-way adjacent to the applicants' private property for the purpose of installation of a private lawn sprinkler or irrigation system is hereby exempt from the license fee requirements of this chapter. However, neither the city nor any franchised utility shall be responsible or liable for damages or expenses resulting from the maintenance or operations of utilities in said right-of-way. ~~The license fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.~~

- (2) Noncertificated telecommunications providers shall be subject to an annual fee, per lineal foot, of an amount as established by the city from time to time and is on file in the city secretary's office or city website.
- (3) Any applicant who is approved for a license to encumber public right-of-way for the placement of an ornamental device, is hereby exempt from the annual license fee and subject to a one-time license fee. The license fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

(4) In the CB Central Business District, any applicant who is approved for a license to encumber a specified area of a public sidewalk is hereby exempt from the annual license fee and subject to a one-time license fee.

- (f) *No obstruction of public property.* The applicant shall not, unnecessarily or for an unreasonable period of time, obstruct or interfere with the public use of any streets, roads, highways, alleys or public ways owned or controlled by the city.
- (g) *Repair of damages.* Applicant shall repair any and all damages caused by the applicant to any real property owned or controlled by the city and shall restore such real property to substantially its condition immediately before the incident causing such damage. The applicant shall commence such repairs immediately upon completion of the work or activity in which the applicant was involved at the time the damage occurred and shall complete such repairs to the satisfaction of the city for one-year from the date of surface of said street, road, highway, alley or public way is broken for such construction or maintenance work, after which time, responsibility for the maintenance shall become the duty of the city. The city may, from time to time, adopt reasonable ordinances regulating such work.
- (h) *Conduct of work ~~and/or~~ activities.* The applicant shall use reasonable care in conducting its work ~~and/or~~ activities in order to prevent injury to any person and unnecessary damage to any real or personal property.
- (i) *Use of alleys.* The applicant shall attempt to utilize the alleys of the city insofar as is reasonably practical in conducting its work and activities hereunder. Notwithstanding the foregoing, however, the applicant may, when approved by city, utilize the streets and any other public ways owned or controlled by the city to perform such work and activities.
- (j) *Changes in encroachments.* Applicant shall (at the applicant's expense), upon written request from the city, change the location, position, route, depth or height of any encroachment or other components of the encroachment if and when such change becomes reasonably necessary because of a change in the grade of any street, road, highway, alley, public way or other real property owned or controlled by the city or because of any change in the location of, or in the manner of maintaining, constructing, laying, repairing, removing, replacing, installing or operating, any pavement, curbs, gutters or underground or aboveground wires, cables or water or sewer pipes owned or controlled by the city. The city's written request for such change must set forth, in detail, all of the essential elements and specifications of the requested change.
- (k) *Maps of encumbrances.* The applicant shall, at all times, keep on file with the city engineer a map showing the current location of all encumbrances and other components of the applicant's facilities located in the city.

~~(l) Jurisdiction. Any agreement shall be construed under and in accordance with the laws of the state, and all obligations of the parties hereunder are performable in the county.~~

Publish

~~(m)~~(l) *Conflicts*. In the event of any conflict between the provisions of this section and any other provision of this Code or other ordinances, this section shall control. Provided, however, that nothing in this section shall effect the right of a holder of a lawfully granted franchise.

~~(n) *Penalty*. That any person found guilty of violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and, upon conviction, shall be subject to the fine as prescribed by law for Class C misdemeanors and that each day of any such violation shall be a separate offense.~~

~~(Code 1961, § 24-5; Ord. of 11-8-1920, § 1; Ord. No. 359-91, § 1, 12-9-1991; Ord. No. 254-2000, § 1, 8-28-2000; Ord. No. 293-06, § 1, 10-9-2006)~~

EXHIBIT A

Sec. 130-5. - Encumbrances and obstructions on streets, sidewalks and other public rights-of-way.

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

Alley means a minor way that is used primarily for installation of public utilities and for vehicular service access to the backside or the side of the property otherwise abutting the street.

Easement means a right held by the city to be used for access, drainage or the placement of utilities such as, but not limited to, water, sewer, gas, telephone, cable television and electrical lines.

Franchise means a grant of authority by the city to utilize the public right-of-way under certain specific terms and conditions given by ordinance.

Noncertificated telecommunications provider means an entity who has not been issued a certificate of convenience and necessity, certificate of operating authority or service provider certificate of operating authority to offer local exchange telephone service.

Right-of-way means any strip or area of land, including, surface, overhead or air space, or underground or subsurface space that is used, or intended to be used, or dedicated to be used wholly or in part as a public street, sidewalk, alley or as the location of public walkways and utility or drainage facilities or installations.

Sidewalk means the concrete or asphalt surfaced portion of a street between either the curblane or roadway and the adjacent property line intended for pedestrian use.

Street means the entire width between the boundary lines of every right-of-way, other than an alley, publicly maintained when any part of it is opened to the public for vehicular use.

- (b) *Other definitions.* Definitions not expressly described herein are to be determined in accordance with customary usage in municipal planning and engineering practices.
- (c) *Unlawful activities.* The following activities, uses, conditions or occurrences on the public right-of-way shall be deemed unlawful:
- (1) Operating any machinery having tracks, feet or pulling lugs over or along any paved streets or alleys.
 - (2) Hauling of gravel, brick, sand, concrete, ready mix concrete or mortar in such a manner to scatter or waste these substances onto any streets, alleys or sidewalks.
 - (3) Dropping, spilling or leaking out of any tank or vessel, whether connected with a motor vehicle or otherwise, any gasoline or other oil or petroleum-based substance on to any street, alley or sidewalk.
 - (4) Discharging any odorous water, sewage, wastewater, waste oils, kitchen grease, kitchen slop water, mop water or other offensive or hazardous substance onto any public right-of-way.
 - (5) Placing, storing, constructing, installing or maintaining any structure, building, object, vehicle, device, fence, wall or other material on or within any public right-of-way. Trees and other living, domesticated vegetation located within the parkway area of a paved street and mailboxes are exempt from this prohibition. Provided, however, the city, or its authorized agents, shall not be required to replace any obstruction on or within any public way that must be removed during the course of maintenance, construction and/or reconstruction on or within the public way.
 - (6) Casting, placing or storing any animal, offal, garbage, trash, refuse or debris into or upon any street, alley, sidewalk, street gutter or other public right-of-way.

- (7) Constructing or placing any temporary or permanent structure within, on or over any public utility or drainage easement, except for franchised utilities, other public facilities associated with drainage, or as provided herein. The property owner may place removable section type fencing, asphalt or concrete paving, or landscaping within any dedicated public utility easement. Provided, however, that the city or any franchised utility of the city shall not be required to replace anything that must be removed during the course of maintenance, construction or reconstruction within any public utility or drainage easement.
- (d) *License to encumber right-of-way or easements.* The following shall control the consideration of requests for encumbrances on, over, under or through public rights-of-way or easements.
- (1) The right to encumber the public right-of-way may be granted only by license and every grantee of a license shall agree to indemnify and hold the city harmless from any and all damages to persons or property or both, arising in any manner out of the use of licensed premises. Each applicant for a license shall complete an application form obtained from the Public Works Department and submit a nonrefundable deposit to cover the expenses of the processing costs associated therewith. The total deposit shall be credited toward the issuance of the first year license fee, should the applicant be approved for a license. The applicant shall provide a certificate of insurance naming the City as a co-insured with liability insurance coverage in a minimum amount of \$1,000,000 for each person for bodily injury and \$500,000 for each single occurrence for injury to or destruction of property. The application must be accompanied by plans or drawings showing the area to be used and a statement of the purpose for which the right-of-way is to be used. The applicant is responsible for the establishment of the fair market value in the areas of consideration for license. Fair market value may be established by use of the county appraisal district records for adjacent properties. The nonrefundable deposit shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

(1-a) The right to encumber a public sidewalk shall be restricted to the CB Central Business District and shall be subject to these additional criteria:

- a. A license authorized by this subsection shall be held only by the applicant and shall not be transferable.
- b. Any encumbrances authorized by this subsection shall be
 - (i) restricted to the front of the applicant's licensed business and used solely for purposes directly related to the applicant's licensed business;
 - (ii) placed in such a manner as to leave a minimum unobstructed sidewalk width of four feet (4'), a minimum of one foot (1') away from the curb line or edge of vehicular traveled way, and allow ease of movement by many persons in and around the encumbrances; and
 - (iii) limited to chairs, benches, tables, window boxes, and one "sandwich board" or stand-up sign per license, with display of advertising restricted solely to "sandwich boards" or stand-up signs (see secs. 140-179, 140-239).
- c. The following placement of encumbrances shall be prohibited:
 - (i) placement in front of any door or other means of ingress or egress;
 - (ii) placement which blocks or hinders access to the adjoining property;
 - (iii) placement which blocks or hinders visibility of drivers or pedestrians;
 - (iv) placement on a corner lot within twenty feet (20') of the points of intersection of the joining street rights-of-way;
 - (v) placement on the sidewalk of any hazardous material; and
 - (vi) for "sandwich boards" or stand-up signs, placement on the sidewalk at such times as the applicant's business is closed to the public.

d. The license may be revoked with or without notice if, in the discretion of the Director of Public Works or Code Enforcement Officer, the use or utilization of the encumbrance or public sidewalk violates any provision of the Code, or the encumbrance becomes destroyed, unsightly, or deteriorated. This provision is cumulative of any other remedies or enforcement provisions contained in the Code.

- (2) No individual, person, firm or corporation shall be granted a license for an encumbrance of the public right-of-way that would adversely affect the public health, safety or welfare of the citizens of the city.
 - (3) ~~Subject to the exemptions set forth~~Unless otherwise specified in this subsection ~~(e) of this section~~, no license shall be issued or granted for an encumbrance of the public right-of-way for less than a three-foot width.
 - (4) ~~Subject to the exemptions set forth~~Unless otherwise specified in this subsection ~~(e) of this section~~, a licensee shall pay a license fee depending upon the amount of right-of-way encumbered as set out below. In no event shall a license fee be less than \$200.00 for a period of one year.
 - a. For a private license authorizing a surface encroachment at the ground level, the annual license fee shall be 100 percent of the fair market value times the square footage of encumbrance.
 - b. For a private license authorizing an air space encroachment above the ground level, the annual license fee shall be ten percent of the fair market value times the square footage of encumbrance.
 - c. For a private license to encumber subsurface area, the annual license fee shall be ten percent of the fair market value times the square footage of encumbrance.
 - ~~(5) Said. The applicant is responsible for the establishment of the fair market value in the areas of consideration for license fee for each licensee. Fair market value may be subject to established by use of the county appraisal district records for adjacent properties.~~
 - ~~(5) Unless otherwise specified in this subsection, any deposits, license fees or annual review fees required by this section shall be in an amount as established by the city council from time to time and is subject to change on file in the city secretary's office or city website.~~
 - (6) The total deposit shall be credited toward the license fee for the issuance of the first year if a license should be granted. Any individual, person, firm or corporation wishing to encumber the public right-of-way in any manner shall submit a license application and required deposit to the director of public works. Upon receipt and normal review by various city departments and public utility companies of such application, the director of public works shall forward the request to the city manager for approval.
 - (7) Any license granted hereunder shall specify the area licensed for use and shall be draftedissued by the city attorney's officePublic Works Department.
 - (8) ~~In the event any individual, firm, person or corporation is~~Any applicant denied a license, ~~they~~ shall have the right to appeal such denial to the city council by filing a written notice of appeal with the city secretary no later than five days from ~~their~~ receipt of notice of the denial of the request.
 - (9) The city council shall hear the applicant's request within 30 days of notice of appeal and shall determine whether or not to uphold the denial, to grant the request as presented or to modify it.
- (e) *Exemptions.*
- (1) Any applicant who wishes to encumber public rights-of-way for installation of a private water line, with a diameter of one inch or less, and for a distance of not more than 300 feet; a private sewer line with a diameter of four inches or less, and for a distance of not more than 300 feet; and an overhead line for a distance of not more than 300 feet; or for an encroachment by a

building, is hereby exempt from the annual license fee and shall be subject to a one-time license fee. An applicant who wishes to encumber the public right-of-way adjacent to the applicants' private property for the purpose of installation of a private lawn sprinkler or irrigation system is hereby exempt from the license fee requirements of this chapter. However, neither the city nor any franchised utility shall be responsible or liable for damages or expenses resulting from the maintenance or operations of utilities in said right-of-way. ~~The license fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.~~

- (2) Noncertificated telecommunications providers shall be subject to an annual fee, per lineal foot, of an amount as established by the city from time to time and is on file in the city secretary's office or city website.
- (3) Any applicant who is approved for a license to encumber public right-of-way for the placement of an ornamental device, is hereby exempt from the annual license fee and subject to a one-time license fee. The license fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.

(4) In the CB Central Business District, any applicant who is approved for a license to encumber a specified area of a public sidewalk is hereby exempt from the annual license fee and subject to a one-time license fee.

- (f) *No obstruction of public property.* The applicant shall not, unnecessarily or for an unreasonable period of time, obstruct or interfere with the public use of any streets, roads, highways, alleys or public ways owned or controlled by the city.
- (g) *Repair of damages.* Applicant shall repair any and all damages caused by the applicant to any real property owned or controlled by the city and shall restore such real property to substantially its condition immediately before the incident causing such damage. The applicant shall commence such repairs immediately upon completion of the work or activity in which the applicant was involved at the time the damage occurred and shall complete such repairs to the satisfaction of the city for one-year from the date of surface of said street, road, highway, alley or public way is broken for such construction or maintenance work, after which time, responsibility for the maintenance shall become the duty of the city. The city may, from time to time, adopt reasonable ordinances regulating such work.
- (h) *Conduct of work ~~and/or~~ activities.* The applicant shall use reasonable care in conducting its work ~~and/or~~ activities in order to prevent injury to any person and unnecessary damage to any real or personal property.
- (i) *Use of alleys.* The applicant shall attempt to utilize the alleys of the city insofar as is reasonably practical in conducting its work and activities hereunder. Notwithstanding the foregoing, however, the applicant may, when approved by city, utilize the streets and any other public ways owned or controlled by the city to perform such work and activities.
- (j) *Changes in encroachments.* Applicant shall (at the applicant's expense), upon written request from the city, change the location, position, route, depth or height of any encroachment or other components of the encroachment if and when such change becomes reasonably necessary because of a change in the grade of any street, road, highway, alley, public way or other real property owned or controlled by the city or because of any change in the location of, or in the manner of maintaining, constructing, laying, repairing, removing, replacing, installing or operating, any pavement, curbs, gutters or underground or aboveground wires, cables or water or sewer pipes owned or controlled by the city. The city's written request for such change must set forth, in detail, all of the essential elements and specifications of the requested change.
- (k) *Maps of encumbrances.* The applicant shall, at all times, keep on file with the city engineer a map showing the current location of all encumbrances and other components of the applicant's facilities located in the city.

~~(l) *Jurisdiction.* Any agreement shall be construed under and in accordance with the laws of the state, and all obligations of the parties hereunder are performable in the county.~~

~~(m)~~(l) *Conflicts.* In the event of any conflict between the provisions of this section and any other provision of this Code or other ordinances, this section shall control. Provided, however, that nothing in this section shall effect the right of a holder of a lawfully granted franchise.

~~(n) *Penalty.* That any person found guilty of violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and, upon conviction, shall be subject to the fine as prescribed by law for Class C misdemeanors and that each day of any such violation shall be a separate offense.~~

~~(Code 1961, § 24-5; Ord. of 11-8-1920, § 1; Ord. No. 359-91, § 1, 12-9-1991; Ord. No. 254-2000, § 1, 8-28-2000; Ord. No. 293-06, § 1, 10-9-2006)~~

Sec. 28-1. - Advertisements, handbills, etc.

- (a) The printing, pasting, stitching or placing of any advertisement, handbill or placard or any printed, pictured or written matter upon any house, wall, building, fence or other private property without the permission of the owner or person in charge thereof is hereby prohibited.
- (b) All advertising of any form, whether temporary or permanent, is hereby prohibited on all streets, sidewalks, rights-of-way, easements, parks or any other public property within the corporate limits of the city; provided, however, that the city council may, ~~after hearing, grant to civic organizations the privilege by ordinance identify zones or specific public rights-of-placing-way for placement by license of~~ private advertising on ~~or within~~ public ~~property~~rights-of-way when said advertising is done in connection with ~~either promotion of a business adjoining the public rights-of-way or~~ projects beneficial to the public interest. The city ~~council~~manager or designee may require the removal of said advertising at any time that it ~~violates any provision of this Code or otherwise~~ becomes destroyed, unsightly, ~~or deteriorated or in bad taste.~~
- (c) Any such advertisement not in compliance with this section which is not removed by the owner or person in charge thereof shall be removed by the proper city officials and disposed of.

~~(Code 1961, § 15-2; Ord. of 6-23-1953, § 7; Ord. No. 39-70, § 1, 3-9-1970; Ord. No. 121-71, § 1, 6-28-1971; Ord. No. 49-98, § 1, 3-9-1998)~~

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

Attachment: 2016-119 Goals & Perspectives (1550 : 2016-119 ORD amend code - sandwich board signs)

ORDINANCE NO. 2016-119

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, REVISING LICENSING PROVISIONS TO ENCUMBER RIGHT-OF-WAY OR EASEMENTS AND ESTABLISHING NEW LICENSING PROVISIONS TO ENCUMBER SIDEWALKS IN THE CB CENTRAL BUSINESS DISTRICT BY AMENDING SECTIONS 28-1(b), 130-5, 140-179, AND 140-239 OF THE CODE OF ORDINANCES OF THE CITY OF TEXARKANA, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the city has received several requests for sandwich or stand-up type advertising signs to be used in the downtown or CB, Central Business zoning district; and

WHEREAS, in the downtown area all sidewalks are public right of way(s), ROW, and not private property; and

WHEREAS, the use of public ROW is not allowed for private use unless an encumbrance is granted by the city.

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

SECTION 1: Section 28-1(b), "Advertisements, handbills, etc.", of Article I. - In General, of Chapter 28 of the Code of Ordinances of the City of Texarkana, Texas, shall be amended in its entirety as follows:

(b) All advertising of any form, whether temporary or permanent, is hereby prohibited on all streets, sidewalks, rights-of-way, easements, parks or any other public property within the corporate limits of the city; provided, however, that the city council may by ordinance identify zones or specific public rights-of-way for placement by license of private advertising on or within public rights-of-way when said advertising is done in connection with either promotion of a business adjoining the public rights-of-way or projects beneficial to the public interest. The city manager or designee may require the removal of said advertising at any time that it violates any provision of this Code or otherwise becomes destroyed, unsightly, or deteriorated.

SECTION 2: Section 130-5, "Encumbrances and obstructions on streets, sidewalks and other public rights-of-way", of Article I. - In General, of the Land Development Code of the City of Texarkana, Texas, shall be amended in its entirety as set forth in **Exhibit A** to this Ordinance, incorporated herein by reference for all purposes.

SECTION 3: Section 140-179, "Special definitions and explanations noted in use regulations," of Article VII, "Supplemental Regulations" of the Land Development Code of the City of Texarkana, Texas, is hereby amended to add the following definition:

Publish

Sign, sandwich or stand-up, means an advertising sign displaying predominantly legible words and constructed with durable material that will withstand inclement weather (see section 130-5).

SECTION 4: That the City Council approves the amendment to the Code of Ordinances, Land Development Code, Chapter 140, Zoning, Section 140-239, "Permanent type signs," by changing the caption to "Permanent and temporary type signs" and by amending the chart of "Temporary Type Signs" to add the following:

"Sandwich" or stand-up sign	H: 3 1/2 feet W: 2 feet	CB, license only - see section 130-5(d)(1-a)	See sections 130-5(d)(1-a), 140-79
-----------------------------	----------------------------	--	------------------------------------

SECTION 5: All ordinances or parts of ordinances in conflict herewith are specifically repealed to the extent of such conflict.

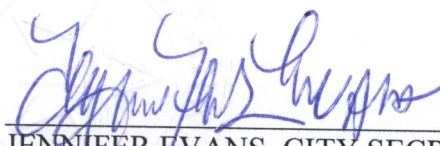
SECTION 6: In case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

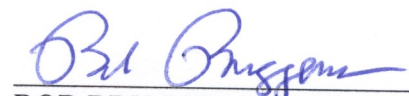
SECTION 7: The City Secretary shall give notice of the passage of this Ordinance as provided in Article XI, Section 3 of the Charter of the City of Texarkana, Texas.

SECTION 8: This Ordinance shall be in full force and effect ten (10) days after its passage and approval.

PASSED AND APPROVED in Regular Council Session on this the **28th** day of November, 2016.

ATTEST:


JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:26 p.m.

EXHIBIT A

Sec. 130-5. - Encumbrances and obstructions on streets, sidewalks and other public rights-of-way.

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

Alley means a minor way that is used primarily for installation of public utilities and for vehicular service access to the backside or the side of the property otherwise abutting the street.

Easement means a right held by the city to be used for access, drainage or the placement of utilities such as, but not limited to, water, sewer, gas, telephone, cable television and electrical lines.

Franchise means a grant of authority by the city to utilize the public right-of-way under certain specific terms and conditions given by ordinance.

Noncertificated telecommunications provider means an entity who has not been issued a certificate of convenience and necessity, certificate of operating authority or service provider certificate of operating authority to offer local exchange telephone service.

Right-of-way means any strip or area of land, including, surface, overhead or air space, or underground or subsurface space that is used, or intended to be used, or dedicated to be used wholly or in part as a public street, sidewalk, alley or as the location of public walkways and utility or drainage facilities or installations.

Sidewalk means the concrete or asphalt surfaced portion of a street between either the curbline or roadway and the adjacent property line intended for pedestrian use.

Street means the entire width between the boundary lines of every right-of-way, other than an alley, publicly maintained when any part of it is opened to the public for vehicular use.

- (b) *Other definitions.* Definitions not expressly described herein are to be determined in accordance with customary usage in municipal planning and engineering practices.

- (c) *Unlawful activities.* The following activities, uses, conditions or occurrences on the public right-of-way shall be deemed unlawful:

- (1) Operating any machinery having tracks, feet or pulling lugs over or along any paved streets or alleys.
- (2) Hauling of gravel, brick, sand, concrete, ready mix concrete or mortar in such a manner to scatter or waste these substances onto any streets, alleys or sidewalks.
- (3) Dropping, spilling or leaking out of any tank or vessel, whether connected with a motor vehicle or otherwise, any gasoline or other oil or petroleum-based substance on to any street, alley or sidewalk.
- (4) Discharging any odorous water, sewage, wastewater, waste oils, kitchen grease, kitchen slop water, mop water or other offensive or hazardous substance onto any public right-of-way.
- (5) Placing, storing, constructing, installing or maintaining any structure, building, object, vehicle, device, fence, wall or other material on or within any public right-of-way. Trees and other living, domesticated vegetation located within the parkway area of a paved street and mailboxes are exempt from this prohibition. Provided, however, the city, or its authorized agents, shall not be required to replace any obstruction on or within any public way that must be removed during the course of maintenance, construction and/or reconstruction on or within the public way.

- (6) Casting, placing or storing any animal, offal, garbage, trash, refuse or debris into or upon any street, alley, sidewalk, street gutter or other public right-of-way.
 - (7) Constructing or placing any temporary or permanent structure within, on or over any public utility or drainage easement, except for franchised utilities, other public facilities associated with drainage, or as provided herein. The property owner may place removable section type fencing, asphalt or concrete paving, or landscaping within any dedicated public utility easement. Provided, however, that the city or any franchised utility of the city shall not be required to replace anything that must be removed during the course of maintenance, construction or reconstruction within any public utility or drainage easement.
- (d) *License to encumber right-of-way or easements.* The following shall control the consideration of requests for encumbrances on, over, under or through public rights-of-way or easements.
- (1) The right to encumber the public right-of-way may be granted only by license and every grantee of a license shall agree to indemnify and hold the city harmless from any and all damages to persons or property or both, arising in any manner out of the use of licensed premises. Each applicant for a license shall complete an application form obtained from the Public Works Department and submit a nonrefundable deposit to cover the expenses of the processing costs associated therewith. The total deposit shall be credited toward the issuance of the first year license fee, should the applicant be approved for a license. The applicant shall provide a certificate of insurance naming the City as a co-insured with liability insurance coverage in a minimum amount of \$1,000,000 for each person for bodily injury and \$500,000 for each single occurrence for injury to or destruction of property. The application must be accompanied by plans or drawings showing the area to be used and a statement of the purpose for which the right-of-way is to be used. The applicant is responsible for the establishment of the fair market value in the areas of consideration for license. Fair market value may be established by use of the county appraisal district records for adjacent properties. The nonrefundable deposit shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.
- (1-a) The right to encumber a public sidewalk shall be restricted to the CB Central Business District and shall be subject to these additional criteria:
- a. A license authorized by this subsection shall be held only by the applicant and shall not be transferable.
 - b. Any encumbrances authorized by this subsection shall be
 - (i) restricted to the front of the applicant's licensed business and used solely for purposes directly related to the applicant's licensed business;
 - (ii) placed in such a manner as to leave a minimum unobstructed sidewalk width of four feet (4'), a minimum of one foot (1') away from the curb line or edge of vehicular traveled way, and allow ease of movement by many persons in and around the encumbrances; and
 - (iii) limited to chairs, benches, tables, window boxes, and one "sandwich board" or stand-up sign per license, with display of advertising restricted solely to "sandwich boards" or stand-up signs (see secs. 140-179, 140-239).
 - c. The following placement of encumbrances shall be prohibited:
 - (i) placement in front of any door or other means of ingress or egress;
 - (ii) placement which blocks or hinders access to the adjoining property;
 - (iii) placement which blocks or hinders visibility of drivers or pedestrians;
 - (iv) placement on a corner lot within twenty feet (20') of the points of intersection of the joining street rights-of-way;
 - (v) placement on the sidewalk of any hazardous material; and

(vi) for "sandwich boards" or stand-up signs, placement on the sidewalk at such times as the applicant's business is closed to the public.

d. ~~The license may be revoked with or without notice if, in the discretion of the Director of Public Works or Code Enforcement Officer, the use or utilization of the encumbrance or public sidewalk violates any provision of the Code, or the encumbrance becomes destroyed, unsightly, or deteriorated. This provision is cumulative of any other remedies or enforcement provisions contained in the Code.~~

(2) No individual, person, firm or corporation shall be granted a license for an encumbrance of the public right-of-way that would adversely affect the public health, safety or welfare of the citizens of the city.

(3) ~~Subject to the exemptions set forth~~Unless otherwise specified in this subsection (e) of this section, no license shall be issued or granted for an encumbrance of the public right-of-way for less than a three-foot width.

(4) ~~Subject to the exemptions set forth~~Unless otherwise specified in this subsection (e) of this section, a licensee shall pay a license fee depending upon the amount of right-of-way encumbered as set out below. In no event shall a license fee be less than \$200.00 for a period of one year.

a. For a private license authorizing a surface encroachment at the ground level, the annual license fee shall be 100 percent of the fair market value times the square footage of encumbrance.

b. For a private license authorizing an air space encroachment above the ground level, the annual license fee shall be ten percent of the fair market value times the square footage of encumbrance.

c. For a private license to encumber subsurface area, the annual license fee shall be ten percent of the fair market value times the square footage of encumbrance.

~~(5) Said~~ The applicant is responsible for the establishment of the fair market value in the areas of consideration for license fee for each licensee. Fair market value may be subject to established by use of the county appraisal district records for adjacent properties.

(5) Unless otherwise specified in this subsection, any deposits, license fees or annual review fees required by this section shall be in an amount as established by the city council from time to time and is subject to change on file in the city secretary's office or city website.

(6) The total deposit shall be credited toward the license fee for the issuance of the first year if a license should be granted. Any individual, person, firm or corporation wishing to encumber the public right-of-way in any manner shall submit a license application and required deposit to the director of public works. Upon receipt and normal review by various city departments and public utility companies of such application, the director of public works shall forward the request to the city manager for approval.

(7) Any license granted hereunder shall specify the area licensed for use and shall be ~~drafted~~issued by the city attorney's officePublic Works Department.

(8) ~~In the event any individual, firm, person or corporation is~~Any applicant denied a license, they shall have the right to appeal such denial to the city council by filing a written notice of appeal with the city secretary no later than five days from their receipt of notice of the denial of the request.

(9) The city council shall hear the applicant's request within 30 days of notice of appeal and shall determine whether or not to uphold the denial, to grant the request as presented or to modify it.

(e) *Exemptions.*

(1) Any applicant who wishes to encumber public rights-of-way for installation of a private water line, with a diameter of one inch or less, and for a distance of not more than 300 feet; a private

sewer line with a diameter of four inches or less, and for a distance of not more than 300 feet; and an overhead line for a distance of not more than 300 feet; or for an encroachment by a building, is hereby exempt from the annual license fee and shall be subject to a one-time license fee. An applicant who wishes to encumber the public right-of-way adjacent to the applicants' private property for the purpose of installation of a private lawn sprinkler or irrigation system is hereby exempt from the license fee requirements of this chapter. However, neither the city nor any franchised utility shall be responsible or liable for damages or expenses resulting from the maintenance or operations of utilities in said right-of-way. ~~The license fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.~~

- (2) Noncertificated telecommunications providers shall be subject to an annual fee, per lineal foot, of an amount as established by the city from time to time and is on file in the city secretary's office or city website.
- (3) Any applicant who is approved for a license to encumber public right-of-way for the placement of an ornamental device, is hereby exempt from the annual license fee and subject to a one-time license fee. The license fee shall be in an amount as established by the city council from time to time and is on file in the city secretary's office or city website.
- (4) In the CB Central Business District, any applicant who is approved for a license to encumber a specified area of a public sidewalk is hereby exempt from the annual license fee and subject to a one-time license fee.
- (f) *No obstruction of public property.* The applicant shall not, unnecessarily or for an unreasonable period of time, obstruct or interfere with the public use of any streets, roads, highways, alleys or public ways owned or controlled by the city.
- (g) *Repair of damages.* Applicant shall repair any and all damages caused by the applicant to any real property owned or controlled by the city and shall restore such real property to substantially its condition immediately before the incident causing such damage. The applicant shall commence such repairs immediately upon completion of the work or activity in which the applicant was involved at the time the damage occurred and shall complete such repairs to the satisfaction of the city for one-year from the date of surface of said street, road, highway, alley or public way is broken for such construction or maintenance work, after which time, responsibility for the maintenance shall become the duty of the city. The city may, from time to time, adopt reasonable ordinances regulating such work.
- (h) *Conduct of work ~~and/or~~ activities.* The applicant shall use reasonable care in conducting its work ~~and/or~~ activities in order to prevent injury to any person and unnecessary damage to any real or personal property.
- (i) *Use of alleys.* The applicant shall attempt to utilize the alleys of the city insofar as is reasonably practical in conducting its work and activities hereunder. Notwithstanding the foregoing, however, the applicant may, when approved by city, utilize the streets and any other public ways owned or controlled by the city to perform such work and activities.
- (j) *Changes in encroachments.* Applicant shall (at the applicant's expense), upon written request from the city, change the location, position, route, depth or height of any encroachment or other components of the encroachment if and when such change becomes reasonably necessary because of a change in the grade of any street, road, highway, alley, public way or other real property owned or controlled by the city or because of any change in the location of, or in the manner of maintaining, constructing, laying, repairing, removing, replacing, installing or operating, any pavement, curbs, gutters or underground or aboveground wires, cables or water or sewer pipes owned or controlled by the city. The city's written request for such change must set forth, in detail, all of the essential elements and specifications of the requested change.
- (k) *Maps of encumbrances.* The applicant shall, at all times, keep on file with the city engineer a map showing the current location of all encumbrances and other components of the applicant's facilities located in the city.

Publish

- (l) ~~*Jurisdiction.* Any agreement shall be construed under and in accordance with the laws of the state, and all obligations of the parties hereunder are performable in the county.~~
- (m)(l) *Conflicts.* In the event of any conflict between the provisions of this section and any other provision of this Code or other ordinances, this section shall control. Provided, however, that nothing in this section shall effect the right of a holder of a lawfully granted franchise.
- (n) ~~*Penalty.* That any person found guilty of violating any of the provisions of this section shall be deemed guilty of a misdemeanor, and, upon conviction, shall be subject to the fine as prescribed by law for Class C misdemeanors and that each day of any such violation shall be a separate offense.~~
- (Code 1961, § 24-5; Ord. of 11-8-1920, § 1; Ord. No. 359-91, § 1, 12-9-1991; Ord. No. 254-2000, § 1, 8-28-2000; Ord. No. 293-06, § 1, 10-9-2006)

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 11/8/2016 3:48 PM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
Subject: Resolution No. 2016-137 appointing a Mayor Pro Tem for the term beginning December 1, 2016 and ending on November 30, 2017 or until superseded by new council member appointments.
Briefing: 11/28/2016 **Public Hearing:** **Second Briefing:** **Council Vote:** 11/28/2016

Item Schedule

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Article II, Section 4 of the Texarkana City Charter provides for the office of Mayor Pro Tem, who shall act as Mayor during the absence or disability of the Mayor. The Texarkana City Charter provides for the election of the Mayor Pro Tem by the Council.

Potential Options:

None

•

Fiscal Implications:

None

Staff Recommendation:

Staff recommends the appointment of a Mayor Pro Tem in accordance with the provisions of the City Charter.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

- a. 2016-137 RES Appoint Mayor Pro Tem (DOC)
- b. 2016-137 Goals & Perspectives (DOCX)
- c. 2016-137 RES Appoint Mayor Pro Tem signed (PDF)

Staff Coordination

City Manager	John Whitson	Department Head Review	Completed
	11/08/2016 10:50 AM		
Assistant City Manager		Shirley Jaster	Assistant City Manager
Review	Completed	11/08/2016 1:15 PM	
Public Information Officer		Lisa Thompson	PIO Review
	11/08/2016 1:55 PM		Completed
City Manager	John Whitson	City Manager Review	Completed
3:47 PM			11/08/2016
City Council	Jennifer Evans	Meeting	Completed
6:00 PM			11/28/2016

Meeting History

RESOLUTION NO. 2016 - 137

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

WHEREAS, Article II, Section 4 of the Texarkana City Charter provides for the office of Mayor Pro Tem, who shall act as Mayor during the absence or disability of the Mayor; and

WHEREAS, Article II, Section 4 of the Texarkana City Charter also provides for the election of the Mayor Pro Tem by the City Council; and

WHEREAS, the City Council of the City of Texarkana, Texas finds it to be in the best interest of the City to appoint an individual to the office of Mayor Pro Tem in accordance with the provisions of the City Charter; and

WHEREAS, appointment of the Mayor Pro Tem will be effective on December 1, 2016 and will continue until November 30, 2017 or until superseded by new council appointments and therefore at that time electing a Mayor Pro Tem to serve until the first City Council meeting after Election Day in 2018.

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

SECTION 1: That in accordance with the terms and provisions of Article II, Section 4 of the Texarkana City Charter, the following individual is hereby elected Mayor Pro Tem:

_____.

SECTION 2: That this appointment will be for the term beginning December 1, 2016 and ending on November 30, 2017 or until superseded by new council member appointments.

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 **28th** day of **November 2016**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2016-137 RES Appoint Mayor Pro Tem (1572 : 2016-137 RES Appointing a Mayor Pro Tem)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

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. 2016 - 137

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

WHEREAS, Article II, Section 4 of the Texarkana City Charter provides for the office of Mayor Pro Tem, who shall act as Mayor during the absence or disability of the Mayor; and

WHEREAS, Article II, Section 4 of the Texarkana City Charter also provides for the election of the Mayor Pro Tem by the City Council; and

WHEREAS, the City Council of the City of Texarkana, Texas finds it to be in the best interest of the City to appoint an individual to the office of Mayor Pro Tem in accordance with the provisions of the City Charter; and

WHEREAS, appointment of the Mayor Pro Tem will be effective on December 1, 2016 and will continue until November 30, 2017 or until superseded by new council appointments and therefore at that time electing a Mayor Pro Tem to serve until the first City Council meeting after Election Day in 2018.

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

SECTION 1: That in accordance with the terms and provisions of Article II, Section 4 of the Texarkana City Charter, the following individual is hereby elected Mayor Pro Tem:

JOSH DAVIS

SECTION 2: That this appointment will be for the term beginning December 1, 2016 and ending on November 30, 2017 or until superseded by new council member appointments.

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 28th day of November 2016.

ATTEST:

Jennifer Evans
JENNIFER EVANS, CITY SECRETARY

Bob Bruggeman
BOB BRUGGEMAN, MAYOR

6:28 p.m.

Attachment: 2016-137 RES Appoint Mayor Pro Tem signed (1572 : 2016-137 RES Appointing a Mayor Pro Tem)

City of Texarkana, Texas

Briefing Sheet

Version:
Update Date: 11/21/2016 10:59 AM

Lead Department: City Manager **Action Officer:** Jennifer Evans, City Secretary
The U.S. Department of Housing and Urban Development – Community Planning Department requires each Community Development Block Grant (CDBG) Entitlement Community to complete an annual Comprehensive Assessment Performance Evaluation Report (CAPER) no later than 90 days after the close of the program year (Program Year-End Date: September 30, 2016). The Public Comment Hearing will be held on December 12th for the 2015 Community Development Block Grant (CDBG) annual Comprehensive Assessment Performance Evaluation Report (CAPER). The 15-day public comment period will be held from November 28 – December 12, 2016.

Subject:

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City of Texarkana, Texas hereby gives notice that the DRAFT of the Community Development Block Grant 2015 Program Year Consolidated Annual Performance Evaluation Report (CAPER) will be available for public review and comment at the dates and times listed below. Spanish translation is available upon request.

The Department of Housing and Urban Development requires all recipients of Community Development Block Grant funds to submit an annual report. All interested persons or groups are encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report.

The DRAFT report can be reviewed at the following location during regular business hours between November 28, 2016 and December 12, 2016:

Texarkana, Texas City Hall
 Department of Planning and Community Development
 220 Texas Boulevard
 Texarkana, Texas

The DRAFT CAPER is also available on the Texarkana, Texas website at www.ci.texarkana.tx.us
 The City will hold a regularly scheduled City Council Meeting, which is a Public Meeting, on November 28, 2016 where the public and Council will be briefed on the report and comment period.

The Public Hearing for the CAPER will occur at the regularly scheduled City Council Meeting on December 12, 2016. The 15 day Comment period will end on December 12, 2016. Citizens are asked to present their comments at this Public Hearing for inclusion in the report or to submit written

City of Texarkana, Texas

comments for inclusion in the report to the Department of Planning and Community Development, City of Texarkana, Texas 220 Texas Boulevard, P.O. Box 1967, Texarkana, Texas 75504. Comments may be mailed or delivered to this office by 5:00 p.m. December 12, 2016.

Potential Options:

- None
-

Fiscal Implications:

None

Staff Recommendation:

Report only.

Advisory Board/Committee Review:

(Advisory Board/Committee Name OR say "NONE")

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- CAPER Report PY2015 (PDF)
- Council Presentation CAPER 11.28.16 (PPTX)



City of Texarkana, Texas

CAPER

Consolidated Annual Performance Evaluation
Report

Community Development Block Grant Program
October 1, 2015 through September 30, 2016
Program Year 2015

CR-05 - Goals and Outcomes

Progress the jurisdiction has made in carrying out its strategic plan and its action plan.

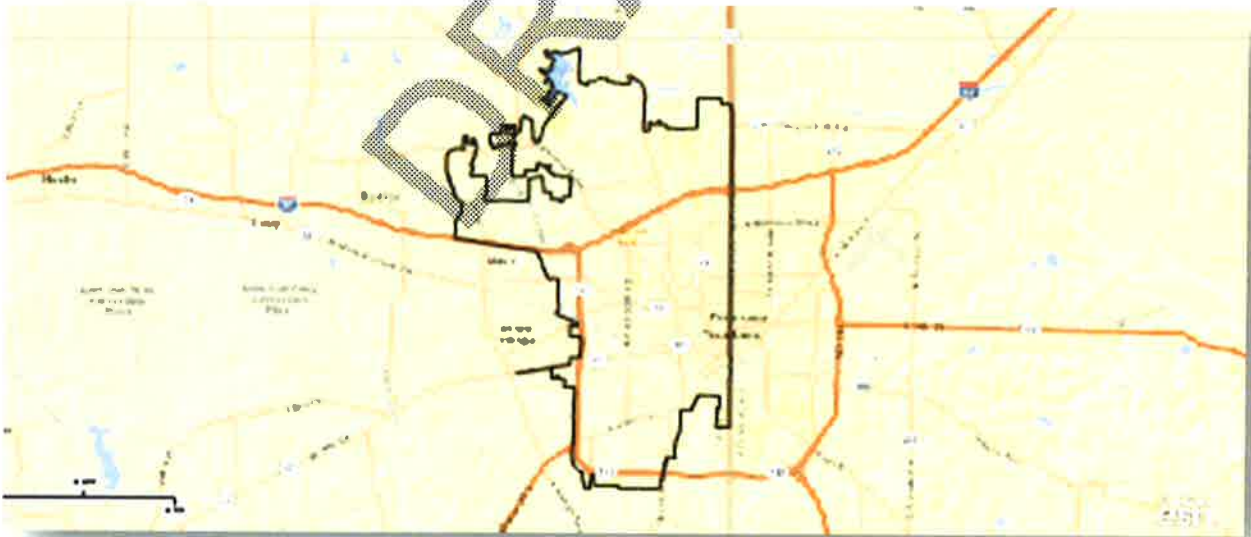
91.520(a)

This could be an overview that includes major initiatives and highlights that were proposed and executed throughout the program year.

During CDBG Program Year 2015 (October 1, 2015 – September 30, 2016 = PY15), the City of Texarkana had a total of \$ 834,658.07 in CDBG resources to address various community needs. These funds included carryover resources in the amount of \$460,102.09 from prior allocations, \$75,995.98 in Program Income, and \$298,560 for the Program Year 2015 allocation. The City expended \$405,452.84 leaving an unexpended balance at the beginning of the 2016 program year of \$429,205.23.

Comparison of the proposed versus actual outcomes for each outcome measure submitted with the consolidated plan and explain, if applicable, why progress was not made toward meeting goals and objectives. 91.520(g)

Categories, priority levels, funding sources and amounts, outcomes/objectives, goal outcome indicators, units of measure, targets, actual outcomes/outputs, and percentage completed for each of the grantee's program year goals.



Assess how the jurisdiction's use of funds, particularly CDBG, addresses the priorities and specific objectives identified in the plan, giving special attention to the highest priority activities identified.

The City carried out five activities during this reporting period:

Bike Share Program – 7%

Tree Planting Downtown & Beverly – 18%

Park Improvements – 13%

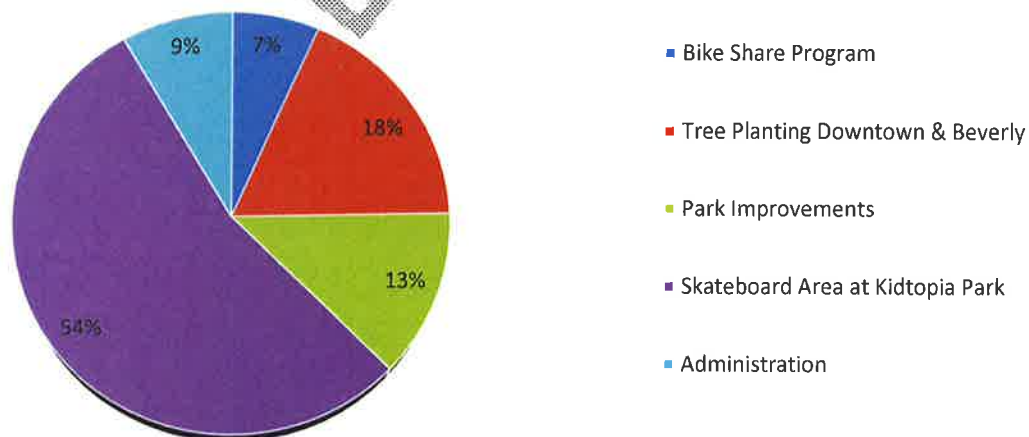
Skateboard Area in Kidtopia Park – 54%

Administration 9%

HUD requires Entitlement Communities receiving CDBG funds to spend at least seventy percent of program expenditures on activities that benefit low and moderate income persons. One hundred percent of Texarkana's program expenditures benefitted low and moderate income persons. Thirty-two percent of total expenditures went toward administration of the program

<i>Project/Activity</i>	<i>Status</i>	<i>Percent</i>	<i>Funded</i>	<i>Drawn</i>
Bike Share Program	Completed	7%	\$26,675.00	\$26,675.00
Tree Planting Downtown & Beverly	Completed	18%	\$73,422.07	\$73,422.07
Park Improvements	Completed	13%	\$51,478.00	\$51,478.00
Skateboard Area at Kidtopia Park	Ongoing	54%	\$219,310.00	\$219,310.00
Administration	Completed	9%	\$34,567.77	\$34,567.77
TOTAL		100%	\$405,452.84	\$405,452.84

Community Development Block Grant Projects



Goal	Category	Source / Amount	Indicator	Unit of Measure	Expected – Strategic Plan	Actual – Strategic Plan	Percent Complete	Expected – Program Year	Actual – Program Year	Percent Complete
Administer the CDBG Program	Administration	CDBG: \$34,568	Other	Other	1	1	100.00%	1	1	100.00%
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: \$0	Facade treatment/business building rehabilitation	Business	5	4	80.00%	0	0	
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: \$0	Jobs created/retained	Jobs	10	10	100.00%	0	0	
CDBG Revolving Loan Fund	Non-Housing Community Development	CDBG: \$0	Businesses assisted	Businesses Assisted	5	4	80.00%	0	0	
Domestic Violence Prevention Supportive Housing	Homeless Non-Homeless Special Needs	Supportive Housing Program: \$	Tenant-based rental assistance / Rapid Rehousing	Households Assisted	40	40	100.00%	60	60	100.00%
Domestic Violence Prevention Supportive Housing	Homeless Non-Homeless Special Needs	Supportive Housing Program: \$	Homelessness Prevention	Persons Assisted	60	60	100.00%			

CAPER

3

OMB Control No: 2506-0117 (exp. 07/31/2015)

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

6.1.a

Domestic Violence Prevention Supportive Housing	Homeless Non-Homeless Special Needs	Supportive Housing Program: \$	Housing for People with HIV/AIDS added	Household Housing Unit	2	2	100.00%	2	2	100.00%
Evaluate and Reduce Lead Paint Hazards	Affordable Housing	General Fund: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	0	0.00%			
First Time Home Buyer Down Payment Assistance	Affordable Housing	CDBG: \$	Direct Financial Assistance to Homebuyers	Households Assisted	4	2	50.00%	1	0	0.00%
Homelessness Emergency Shelter	Homeless	General Fund: \$	Homeless Person Overnight Shelter	Persons Assisted	100	100	100.00%			
Homelessness Outreach	Homeless Non-Homeless Special Needs	General Fund: \$	Homeless Person Overnight Shelter	Persons Assisted	100	0	0.00%			
Homelessness Outreach	Homeless Non-Homeless Special Needs	General Fund: \$	Homelessness Prevention	Persons Assisted	100	0	0.00%			
Homelessness Prevention	Homeless Non-Homeless Special Needs	General Fund: \$	Homelessness Prevention	Persons Assisted	100	100	100.00%			
Housing Reconstruction	Affordable Housing	CDBG: \$ / TDHCA: \$	Homeowner Housing Rehabilitated	Household Housing Unit	14	4	28.57%	1	0	0.00%

Public Facilities and Parks	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%			
Public Facilities and Parks	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	20	0	0.00%			
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	50	200	400.00%	100	1000	1,000.00%
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: \$	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit	Households Assisted	5	0	0.00%			
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: \$	Buildings Demolished	Buildings	5	5	100.00%			
Public Improvements and Infrastructure	Non-Housing Community Development	CDBG: \$	Housing Code Enforcement/Foreclosed Property Care	Household Housing Unit	10	0	0.00%			

CAPER

5

Public Services - Health Department	Non-Homeless Special Needs Non-Housing Community Development	Texas DHS: \$	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%			
Public Services - Health Department	Non-Homeless Special Needs Non-Housing Community Development	Texas DHS: \$	Public service activities other than Low/Moderate Income Housing Benefit	Persons Assisted	100	0	0.00%	0	0	
Rental Assistance Information Dissemination	Affordable Housing Public Housing	General Fund: \$	Public service activities for Low/Moderate Income Housing Benefit	Households Assisted	100	100	100.00%	20	20	100.00%
Rental Assistance Information Dissemination	Affordable Housing Public Housing	General Fund: \$	Homelessness Prevention	Persons Assisted	100	100	100.00%			
Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	Section 108: \$	Facade treatment/business building rehabilitation	Business	5	0	0.00%			
Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	Section 108: \$	Rental units constructed	Household Housing Unit	5	0	0.00%			

Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	Section 108: \$	Jobs created/retained	Jobs	15	0	0.00%		
Section 108 Loan Program for Economic Development	Affordable Housing Non-Housing Community Development	Section 108: \$	Businesses assisted	Businesses Assisted	5	0	0.00%		

Table 1 - Accomplishments – Program Year & Strategic Plan to Date

CR-10 - Racial and Ethnic composition of families assisted

Describe the families assisted (including the racial and ethnic status of families assisted).

91.520(a)

	CDBG
White	1,215
Black or African American	380
Asian	0
American Indian or American Native	3
Native Hawaiian or Other Pacific Islander	1
Total	1,599
Hispanic	16
Not Hispanic	337

Table 2 – Table of assistance to racial and ethnic populations by source of funds

Narrative

Project resources were concentrated in Texarkana's two Target Areas, the Beverly neighborhood and Downtown Texarkana.

Downtown Texarkana is located in Census Tract #48037010500. This tract has a poverty rate of 49.8%. Of the 3232 residents that call the Downtown area home, 1,009 are white, 2,050 are Black or African American. Population continues to decline in the area as fewer and fewer make their homes here. In this area of just over 200 acres, there are over 200 confirmed or suspected Brownfield properties ranging from suspected lead and asbestos contamination to petroleum and MTBE's. Nearly half of the buildings in the area are no longer open or functioning.

The Beverly area (Census Tract #48037010600) population has decreased from 2,612 in 1990 to 2,293 in 2010, with the number of households for the same period also declining from 921 to 774. Total number of housing units likewise decreased from 1,103 to 918 households. The number of vacant housing units decreased from 182 to 144. During this same time period, renter occupied housing units rose from 441 to 506 while owner occupied housing units dramatically decreased 44.17% from 480 to 268. In 2012, average median household income for Texarkana, Texas was \$37,526, but only \$17,262 in Beverly, a variance of 46%. Per capita income was also lower by 45% as compared to the city at \$23,297 per person in the city and only \$10,477 in Beverly. Median home values in the city were reported at \$136,770 and only \$37,863 in Beverly.

CR-15 - Resources and Investments 91.520(a)

Identify the resources made available

Source of Funds	Source	Resources Made Available	Amount Expended During Program Year
CDBG		834,658	405,453
Other	General Fund	18,000	0
Other	TDHCA	0	0
Other	Texas DSHS		0

Table 3 – Resources Made Available

Narrative

During CDBG Program Year 2015 (October 1, 2015 – September 30, 2016 = PY15), the City of Texarkana had a total of \$ 834,658.07 in CDBG resources to address various community needs. These funds included carryover resources in the amount of \$460,102.09 from prior allocations, \$75,995.98 in Program Income, and \$298,560 for the Program Year 2015 allocation. The City expended \$405,452.84 leaving an unexpended balance at the beginning of the 2016 program year of \$429,205.23.

Identify the geographic distribution and location of investments

Target Area	Planned Percentage of Allocation	Actual Percentage of Allocation	Narrative Description
Beverly Community Revitalization	9	9	Beverly Tree Planting
Downtown Area	7	7	Bike Share Program
Downtown Area	9	9	Tree Planting
Downtown Area	54	54	Skateboard Area at Kidtopia Park
Downtown Area	13	13	Park Improvements

Table 4 – Identify the geographic distribution and location of investments

Narrative

Boundaries for Beverly Target Area: Southern border: New Boston Road, also US Hwy 82; Western border: Robinson Road; Northern border: College Drive; Eastern border: Richmond Road to Summerhill Road; Qualified Census Tract 106.

This once thriving community is bordered on all four sides by commercially zoned streets with an interior comprised of older housing stock, and many vacant, boarded buildings. This is an area of minority, elderly, and poverty concentrations. As the Staff works closely with community leaders in the Beverly neighborhood, and it became increasingly clear that residents felt that cleaning up their

neighborhood had to begin with literal neighborhood cleanups. The City has committed significant resources to this effort and pledged CDBG resources to the effort as well.

The Downtown Area Local Target Area (Tract 105) is sometimes referred to as the Downtown/7th Street Corridor as this is descriptive of the boundaries of the Target Area. It is bounded on one side by the Kansas City Southern Railroad (Front Street) and 7th Street (Martin Luther King Blvd.) on the other. Its eastern and western border are Stateline Avenue, literally the Texas/Arkansas border, on the east side and Lakeside Drive on the other.

Citizens of Texarkana have asked the City to focus on downtown revitalization for at least ten years. Consultation with numerous agencies, public meetings, public hearings, citizen surveys, and votes of the duly elected City Council Members establish a strong consensus for moving forward to arrest the decline of this historic center of the town and revitalize the area's economic potential and potential for providing affordable housing close to city, county, state, federal and non-profit services.

These geographic regions were chosen because they have great potential and great need. These areas are bordered by major transportation routes, which are prime real estate for commercial development. These neighborhoods provide significant opportunity for quality affordable housing. New multifamily units along with the development of new single family housing will provide what these neighborhoods need the most – safe, secure, quality, affordable, housing for families. The combination of affordable rental units and the development of new single family housing will provide families who currently reside in these neighborhoods opportunities to become future property owners. The development of new affordable housing stock will provide opportunities for those families currently locked out of the homeownership market the opportunity to make their initial investment in the American dream of home ownership. Moreover, the economic development potential in these areas can bring what is most needed to sustain these low-mod income areas: jobs.

In PY 2015, the expenditures in the Downtown Target Area consisted of accessibility improvements to Kidtopia Park and Wallace Park, including an ADA accessible playground area. A bike share program downtown and a skateboard area in Kidtopia Park as well as tree planting to create a suitable living environment around the homeless shelters, parks, and downtown businesses.

Expenditures in Beverly included tree planting to improve the living environment for the neighborhood.

Leveraging

Explain how federal funds leveraged additional resources (private, state and local funds), including a description of how matching requirements were satisfied, as well as how any publicly owned land or property located within the jurisdiction that were used to address the needs identified in the plan.

The City recognizes the importance of leveraging resources. It is estimated that these community development projects will bring \$1.75 in private resources spent in the local economy for each grant dollar invested. Moreover, most projects require substantial private investments at a 9 to 1 ratio, especially the Revolving Loan Fund program for Downtown Business economic development. Matching requirements for other grant programs are met by in-kind donations of labor and/or materials rather than by the use of CDBG funds. Publically owned land or property located within the jurisdiction includes housing lots owned by the city, city parks, and scattered properties located in downtown. This property may be used to promote economic development, provide support for homeless programs, and/or affordable housing in Texarkana, Texas. Publicly owned land may also be used to support public health activities, infrastructure and public services, promoting livability and sustainability within the jurisdiction. The City expects to use CDBG funding as a leveraging tool to support community and economic development within the jurisdiction.

Other grant programs that magnify the impact the City's commitment of CDBG resources and provide significant leverage to CDBG investments in the Downtown and Beverly Target Areas include the:

- \$ 440,000 EPA Brownfields Multi-Purpose Grant
- \$ 900,000 EPA Brownfields Revolving Loan Fund
- \$ 200,000 EPA Brownfields Petroleum Assessment Grant
- \$ 200,000 EPA Brownfields Hazardous Materials Assessment Grant
- \$ 94,000 USDA Farmers Market Promotions Program
- \$ 100,000 NEA Grant for Downtown redevelopment

Note: Texarkana, Texas is not a HOME entitlement community.

Some tables in the official template for this report contain tables for the HOME program that have been deleted in this report.

CR-20 - Affordable Housing 91.520(b)

Evaluation of the jurisdiction's progress in providing affordable housing, including the number and types of families served, the number of extremely low-income, low-income, moderate-income, and middle-income persons served.

	One-Year Goal	Actual
Number of Homeless households to be provided affordable housing units	300	300
Number of Non-Homeless households to be provided affordable housing units	300	300
Number of Special-Needs households to be provided affordable housing units	300	300
Total	900	900

Table 5- Number of Households

	One-Year Goal	Actual
Number of households supported through Rental Assistance	1,000	1,000
Number of households supported through The Production of New Units	5	5
Number of households supported through Rehab of Existing Units	5	5
Number of households supported through Acquisition of Existing Units	0	0
Total	1,010	1,010

Table 6 - Number of Households Supported

Discuss the difference between goals and outcomes and problems encountered in meeting these goals.

The City's Five Year Consolidated Plan for meeting Housing goals primarily consisted of projects and activities relying on Non-CDBG funding. Significant changes in funding streams the City relied upon for meeting these goals, including both CDBG and Non-CDBG funding, necessitated changes in plans for the 2015 Action Plan and will impact future Action Plans.

In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like Texas Department of Housing and Community Affairs in the Five Year Plan and One Year Action Plans. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA. Those funds are now not available. Without a replacement funding source, those programs have been removed from the City's expected outcomes. However, even though these

no longer exist as projects in HUD's (Housing and Urban Development) database system due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report. The City is in the process of completing a Minor Amendment to the Consolidated Plan to remove the Non-CDBG funded outcomes from the expected outcomes database.

The more significant issue is the decrease in funding in CDBG and Non-CDBG funding programs. This directly impacts real outcomes in Texarkana communities. The City does provide capacity building support for Homeless Coalition members, including Randy Sams Homeless Shelter and Texarkana Friendship Center. The outcomes for these activities are reported as organizations assisted.

Discuss how these outcomes will impact future annual action plans.

Future action plans will incorporate more activities funded by the CDBG program leading to improvements in meeting the goals and outcomes specified in the Five Year Consolidated Plan. The City will amend the Consolidated Plan to allow for future annual action plans to specify the use of CDBG funds to address priority needs areas, especially those relating to housing, homelessness, and homelessness prevention activities.

Include the number of extremely low-income, low-income, and moderate-income persons served by each activity where information on income by family size is required to determine the eligibility of the activity.

Number of Persons Served	CDBG Actual	HOME Actual
Extremely Low-income	0	0
Low-income	0	0
Moderate-income	0	0
Total	0	0

Table 7 – Number of Persons Served

Narrative Information

No CDBG activities were conducted that required information on income by family size to determine the eligibility of the activity. The Consolidated Plan does include several activities that require the calculation to determine applicant eligibility and these were conducted in the first three years of the Plan. The City will provide First Time Home Buyer Assistance Grants Program and Home Rehabilitation Grants Program in Program Year 2016 (October 1, 2016 – September 30, 2017) that will require eligibility determination.

CR-25 - Homeless and Other Special Needs 91.220(d, e); 91.320(d, e); 91.520(c)

Evaluate the jurisdiction's progress in meeting its specific objectives for reducing and ending homelessness through:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The priorities for Texarkana in addressing the needs of these population groups include:

- To assist public and nonprofit agencies in providing housing and supportive services to the elderly and frail elderly;
- To assist public and nonprofit agencies in providing housing and supportive services to homeless persons and those "at-risk" of homelessness.
- To assist the Texarkana Homeless Coalition and those agencies that are part of the coalition, serving special needs populations.

The City of Texarkana, Texas is a long-time advocate for ending homelessness. As such, the City is an active participant in the Texarkana Homeless Coalition. Staff lends their expertise and the City contributes countless hours to the assisting the Coalition in its endeavors to reduce duplication of services, benefit from efficient models of service delivery, and create economies of scale. Additionally, the City has partnered with homeless services providers to apply for Supportive Housing Grants, Continuum of Care and Emergency Solutions Grant funds and works closely with the Texas Homeless Network to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2015 Action Plan. Specifically, the City focused on building capacity in non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency Housing, Transitional Housing and Rapid Re-Housing:

- Randy Sams' Shelter for the Homeless (emergency shelter for 86 unaccompanied adults)
- The Salvation Army, Texarkana, Arkansas (9 family rooms for up to 36 people and 25 beds for individual men)
- Domestic Violence Prevention, Inc. (emergency shelter for 17 unaccompanied adults, transitional supportive housing for 60 family members and 14 unaccompanied adults, program transitioning to Rapid Rehousing model)

The Randy Sams' Outreach Shelter provides the only available beds for people who are chronically homeless in Texarkana, Texas. The Salvation Army Homeless Shelters for Families, and Unaccompanied Men are located in Texarkana, Arkansas. Their facility is list here because they are the only local provider of shelter for homeless families in the region. Crossing state lines for shelter is problematic for many homeless persons because assistance is usually tied to state of residence.

Texarkana Friendship Center provides services to the needy and homeless in downtown Texarkana. The Texarkana Friendship Center is a non-profit care provider rendering life sustaining assistance to the indigent and job training and placement for able bodied clients without regard to religious preference, political affiliation, sex, race, handicap or other classification. They feed an average of 180 people a day as well as providing groceries for over 14 families daily. Additionally, the Friendship Center provides Rapid Rehousing to more than forty formerly homeless families through Continuum of Care grant as a partner to the City.

Special Health Services of Texas provides some support for HIV/AIDS patients in the region. Community Health Core (formerly Sabine Valley Health) plans to provide supportive housing and permanent supportive housing to homeless veterans and their families as well as supportive housing for MHMR clientele. Additionally, the City has partnered with homeless services providers to apply for Supportive Housing Funds and Emergency Solutions Grant funds and works closely with the Texas Homeless Network to ensure Texarkana will one day end homelessness.

CDBG funding was used to meet outcomes associated with the Program Year 2015 Action Plan. Specifically, the City focused on providing support through Public Services to non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City worked closely with Randy Sams Outreach Shelter and the Texarkana Friendship Center by administering the Continuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: likely to become homeless after being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); and, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs

The elderly, frail elderly, persons with disabilities, persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents, and victims of domestic violence present a range of complex problems that put them at greater risk of severe income limitations and homelessness. These populations have a much more difficult time finding, securing, and maintaining adequate housing and necessary social services.

The City serves as the fiscal agent for a Continuum of Care (CoC) - Rapid Re-Housing grant administered through Randy Sams Outreach Center and the Texarkana Friendship Center. These agencies provided rapid housing and/or case management to approximately 148 individuals, including 29 children under the CoC grant. Of these participants, one head-of-household is a veteran and ten have physical or developmental disabilities.

The program moved from a Transitional Housing model to a Rapid Rehousing model as of March 1, 2015. In both cases, the program meets the needs of these residents by providing case management, counseling, life skills training, and assistance for job seekers. The program assists these persons and families learn self-sufficiency. These formerly homeless persons transition gradually to paying their own rents. They are considered permanently housed at the point that they are paying their own way.

CDBG funding was used to meet outcomes associated with the Program Year 2015 Action Plan. Specifically, the City focused on assisting two non-profits under Public Services. Both programs are associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City worked closely with Randy Sams Outreach Shelter and the Texarkana Friendship Center by administering the Continuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The primary goal for serving special needs populations is to assist public and nonprofit agencies in expanding and enhancing their provision of housing and services to the elderly, disabled and dually/multiply diagnosed, persons with HIV/AIDS, victims of domestic violence, and persons with addictions. The City recognizes services required by special-needs populations often overlap the housing needs and supportive services for the homeless as identified and addressed throughout the Consolidated Plan.

CDBG funding was used to meet outcomes associated with the Program Year 2015 Action Plan. Specifically, the City focused on providing support through Public Services to non-profits associated with the Homeless Coalition, its partnership with the Texas Homeless Network and Texas Balance of State Continuum of Care. The City worked closely with Randy Sams Outreach Shelter and the Texarkana Friendship Center by administering the Continuum of Care Grant. The City made payments directly to the non-profit providers of Rapid Rehousing and Case Management services.

Future Action Plans will also incorporate the use of CDBG funding to meet goals and objectives related to ending homelessness.

DRAFT

CR-30 - Public Housing 91.220(h); 91.320(j)

Actions taken to address the needs of public housing

Texarkana, Texas and the Housing Authority of Texarkana (HATT) have made significant, meaningful strides toward ensuring that extremely-low, low-, and moderate-income citizens have access to safe, affordable housing. While these gains are meaningful, the city's goals have not been fully realized.

With the expiration of the Hope VI grant, the City and HATT continue to work together to improve access to safe, affordable housing. The City of Texarkana, Texas continues to work with the Housing Authority after implementation of a large scale revitalization project in the Rose Hill Neighborhood. The Housing Authority has 6 different apartment and duplex complexes with 452 units throughout the city. The HOPE VI grant award to the PHA, obtained with assistance from the City of Texarkana, Texas, resulted in the demolition of Covington Homes, a dilapidated PHA complex. In its place, The Oaks at Rosehill is now rented to capacity. The Oaks at Rosehill features 27 mixed-income units that contain 128 apartments, a fitness center and community center. The construction of the 124 unit Pecan Ridge opened in June 2012. The third outdated PHA complex, Griff King, was demolished following the completion of Pecan Ridge. The Texas Department of Housing and Community Affairs awarded Low Income Housing Tax Credits to assist in the financing of Rosehill Ridge. Construction is completed. Rosehill Ridge consists of 122 units, of which 32 are public housing and 90 are tax credit housing. This blending encourages new development.

Public Housing currently has less than a 2% vacancy rate and maintains a Section 8 waiting list in excess of 800 families at any given time. Clearly, there is more work to be done to provide affordable housing in Texarkana, Texas. The City continues to assist the PHA in the acquisition of lots, demolition and clearance. Subsidized housing on the existing PHA site and the surrounding community is a part of the replacement housing. The Rosehill area continues to be a priority for the City, though the emphasis has shifted to the Beverly Target Area where the homes are primarily owner occupied or rentals and not public housing units.

Program Administration funds include time spent working with HATT to ensure quality public housing exists in Texarkana.

Actions taken to encourage public housing residents to become more involved in management and participate in homeownership

HATT's community centers, an active communications program, and frequent, positive resident engagement encourages residents to seek out and use services offered and participate in the management of public housing in Texarkana, Texas. HATT transitioned to a referral-based system ensuring that public housing residents have access to services provided by federal, state, local, and/or non-profit agencies, including educational resources like GED preparation and computer skills training through the Literacy Council, vocational and job training programs offered through Workforce Solutions,

Texarkana Community College, and Texas A&M Texarkana, financial management skills training, child care, and other relevant support services.

These programs help to connect residents to information that can help them to obtain better paying jobs and greater financial literacy. By buying down some of the mortgages of homes built with Hope VI funds, and providing information on home purchasing options to residents, HATT can improve home ownership rates in some of the poorest neighborhoods in the city. Staff continues to work closely with HATT to improve resident engagement and homeownership.

Additionally, the City continues to educate lenders and HATT personnel on the availability of First Time Home Buyer Down Payment Assistance through the City's CDBG program.

CDBG funding was used to meet outcomes associated with the Program Year 2015 Action Plan in Public Housing as Administrative planning funds. Future Action Plans may incorporate the use of CDBG funding to meet goals and objectives related support of Public Housing.

Actions taken to provide assistance to troubled PHAs

DRAFT

CR-35 - Other Actions 91.220(j)-(k); 91.320(i)-(j)

Actions taken to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment. 91.220 (j); 91.320 (i)

There are many factors that affect the cost and production or maintenance of housing affordable to extremely low-, low-, and moderate-income families (at or below 80% of Median Family Income (MFI)).

An analysis of these factors has aided the City in developing programs that reduce the adverse effects of these constraints on the supply and cost of housing.

Texarkana's policies were enacted to further the public welfare. Building codes and subdivision standards are required by law for the protection and general welfare of the community. These are routinely reviewed. Development impact fees are recovered from the developer to assure that the public costs of new developments are paid by that development. While recognizing the needs to adjust public policies to adapt to changing conditions, the City will continue to review policies periodically to determine whether they have become excessive or represent an unnecessary constraint on the development or maintenance of affordable housing.

The City has consistently addressed the barriers to Affordable Housing. Race and concentrations of poverty can be barriers to affordable housing in communities like Texarkana. Consequently, the City will continue to develop new strategies to ameliorate these types of barriers to affordable housing. The City is implementing the following strategies to address barriers like these:

- Substantial down payments required to purchase new or existing homes – First time home buyer Assistance program, lender education, work with Coalition partners on Financial Education classes; provide educational materials at National Night Out and other community events;
- Availability of credit to low and moderate income persons with credit problems – lender education, work with Coalition partners on Financial Education classes, provide educational materials at National Night Out and other community events;
- Availability of decent affordable single-family units and affordable rental properties – work with developers to redevelop troubled neighborhoods, actively marketing properties that would expand the stock of decent affordable single family homes and rental properties.

Community Development Block Grant funds have been administered at the City of Texarkana, Texas by the Department of Community Redevelopment and Grants. In order to more effectively administer this program and meet the goals of the CDBG program, which includes addressing barriers to affordable housing, the City reorganized several departments whose jurisdictions and expertise lend themselves to a more robust program. The Department of Planning and Community Development now incorporates

planning, zoning, and economic development along with grants management and community development.

Consideration of barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting affordable housing is integral to the City's efforts to improve the livability of the city. The City of Texarkana, Texas considers the impacts of any changes to zoning, fees, taxes, land use controls, growth limitations, and other policies that could impact affordable housing when projects are brought to the City Council for consideration. Each issue is evaluated by professional staff, applicable commissions, and no less than three briefings on every item occur before the duly elected City Council votes on any issue.

The City began the process to develop a new Ten Year Comprehensive Plan that will guide the City's policies, taxes, fees, and codes for the next ten years. The plan will take at least one year to complete. Any plan passed by the City Council will address barriers to affordable housing. As part of that effort, the City will conduct a new Analysis of Impediments to Fair Housing.

Actions taken to address obstacles to meeting underserved needs. 91.220(k); 91.320(j)

The most significant actions Texarkana has taken to address obstacles to meeting underserved needs has been to reach out and engage residents, renters, and owners of businesses and homes in Texarkana, especially those in the Downtown and Beverly Target areas and continue working closely with the Homeless Coalition.

Having a significant staff presence in troubled communities, working side-by-side to improve the livability of neighborhoods, residents, business owners, and social service agency personnel continues to provide City staff with the background understanding of unfiltered real needs and desires of community members.

Regular meetings downtown to address Brownfields and development concerns has also provided staff with a deeper understanding of the needs of downtown property owners and patrons. The City also provided three loans through the Revolving Loan Fund to businesses downtown with the expectation that this can spur further economic development and provide more jobs in the area.

Actions taken to reduce lead-based paint hazards. 91.220(k); 91.320(j)

The City of Texarkana emphasizes lead-based paint (LBP) counseling and awareness in all of its programs. The city informs all assisted homebuyers of lead paint hazards as well as identifying and abating lead-based paint hazards during the housing reconstruction or rehabilitation process. When lead-based paint is identified, the appropriate lead hazard control methods are incorporated into the rehabilitation project. The City has integrated lead hazard education, evaluation, and reduction activities into its existing housing programs. City employees collaborate with the Ark Tex Council of Governments providing citizen educational campaigns in lower-income neighborhoods.

The City also maintains a continued focus on the hazards of lead-based paint and the need for lead-based paint testing of potential rehabilitation projects. Additionally, the City has continued to work with public service agencies caring for or providing services to children to reduce lead-based hazards in the community. Based on 2010 information from the Texas Department of State Health Services, 25 out of 1,123 Texarkana children under the age of 6 years tested for elevated blood lead levels were found to have elevated levels at 10mcg/dl or greater.

The following strategies related to the City's CDBG program are ongoing:

- Provide public information and education regarding lead-based paint via the City's website and presentations.
- Integration of lead hazard evaluation and reduction activities into all housing activities or activities that would disturb the ground in potentially lead contaminated areas.
- Provide training and certification opportunities for Staff to manage lead-based paint impacted projects.
- Collaboration with EPA Brownfields Region 6 Office to maintain current information for all Staff involved in CDBG and/or housing projects.

Actions taken to reduce the number of poverty-level families. 91.220(k); 91.320(j)

Texarkana has taken direct action to help reduce poverty in the city. Key actions include:

- Identification of two Target Area in Qualified Census Tracts – Downtown and Beverly
- Emphasis on Economic Development in Downtown and Beverly Target areas. Three loans have been made through the RLF program.
- Economic Development Services is now under Planning and Community Development, ensuring seamless efforts between redevelopment, community development, and economic development.
- Networking: Housing Authority of Texarkana, Workforce Development Office, and the Homeless Coalition to identify local service providers that offer education and job training services, material services, child care services, transportation and other services, the absence of which could prevent poverty level families from securing and keeping steady employment.
- Collaboration: members of the Homeless Coalition, the Friendship Center, and Randy Sams Homeless Shelter - resulted in a robust programs addressing root causes of poverty. These classes include domestic relationships, self-esteem, parenting, education classes (ESL & GED classes), and job search classes and support, including job referral service, a computer lab, resume service, and job interview preparation.

Actions taken to develop institutional structure. 91.220(k); 91.320(j)

The City of Texarkana, Texas coordinates and administers CDBG programs, projects and activities including housing, homelessness prevention, and non-housing community development through its

Planning and Community Development Department. Planning and Community Development (PCD) manages an average of 3 million dollars per year in federal state and local funds. The City has reorganized this department to incorporate the City's economic development, planning, zoning, and sustainability functions.

In order to more effectively manage these functions and strengthen institutional structure, the City hired a new departmental director, hired a new city planner and planner II, brought zoning into the department and instituted new grants management procedures using eCivis grants management software for grants tracking and reporting. Current staff continue to obtain training through HUD's CPD office and new staff will also receive training.

Actions taken to enhance coordination between public and private housing and social service agencies. 91.220(k); 91.320(j)

The Department acts as a liaison with other city departments, community groups, public institutions, non-profit organizations and private industry to share information, identify resources and opportunities and coordinate activities to the greatest extent possible. Staff is represented in the local Continuum of Care, actively participates on the Homeless Coalition and provides capacity building to at least two agencies on the Coalition.

Identify actions taken to overcome the effects of any impediments identified in the jurisdictions analysis of impediments to fair housing choice. 91.520(a)

The City identified the following strategies to overcome any obstacles impediments to affordable housing and is implementing subsequent strategies to address possible barriers:

- Substantial down payments required to purchase new or existing homes – First time home buyer Assistance program, lender education, work with Coalition partners on Financial Education classes; provide educational materials at National Night Out and other community events;
- Availability of credit to low and moderate income persons with credit problems – lender education, work with Coalition partners on Financial Education classes, provide educational materials at National Night Out and other community events;
- Availability of decent affordable single-family units and affordable rental properties – work with developers to redevelop troubled neighborhoods, actively marketing properties that would expand the stock of decent affordable single family homes and rental properties.

The City reorganized several departments whose jurisdictions and expertise lend themselves to a more robust CDBG program. The Department of Planning and Community Development now incorporates planning, zoning, and economic development along with grants management and community development.

The City considers the impacts of any changes to zoning, fees, taxes, land use controls, growth limitations, and other policies that could impact affordable housing when projects are brought to the City Council for consideration. Each issue is evaluated by professional staff, applicable commissions, and no less than three briefings on every item occur before the duly elected City Council votes on any issue.

The City began the process to develop a new Ten Year Comprehensive Plan that will guide the City's policies, taxes, fees, and codes for the next ten years. The plan will take at least one year to complete. Any plan passed by the City Council will address barriers to affordable housing. As part of that effort, the City will conduct a new Analysis of Impediments to Fair Housing. The City will continue to:

- Maintain flexibility in zoning and building requirements when appropriate to allow for infill housing development and to provide technical assistance to developers of affordable housing;
- Display posters city office buildings, utility building, and the public library, provide information on the website;
- Monitor city-sponsored projects for equal access and compliance of the Fair Housing Act and Building Department officials monitor code compliance to Fair Housing standards;
- Hold periodic Public Hearings providing information and requesting public comment on fair housing or related issues;
- Provide homebuyer and homeowner education, including fair housing information;
- Conduct outreach efforts to for-profit and non-profit builders and developers through funding and technical assistance to increase the supply of decent, affordable housing within low to moderate income neighborhoods;
- Meet with local lenders and home builders to encourage the use of non-traditional client loan-qualifying and loan products to better serve the needs of homebuyer households with challenges that preclude conventional qualification;
- Conduct public outreach regarding availability of housing and housing assistance including translation of housing application materials into Spanish, and maintains bi-lingual staff in order to assist applicants and clients who are not English-proficient;
- Support local Continuum of Care efforts for homeless populations;
- Work with local agencies that provide financial case management and credit counseling;
- Research the possibility of adopting a Fair Housing ordinance to ensure that fair housing options are available to its citizens.

CR-40 - Monitoring 91.220 and 91.230

Describe the standards and procedures used to monitor activities carried out in furtherance of the plan and used to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The City of Texarkana continuously monitors programs and activities to ensure compliance with City/State/Federal regulations and policies. Monitoring focuses on the following areas:

Financial: Community Development and Accounting staffs work closely to ensure that funds drawn down are used for authorized activities on approved projects. Activities agreements, expense documentation, and approvals must be in-place for funds to be expended. The City ensures a system of checks and balances and that staff requesting payments of funds are not authorized to approve them. The City is also subject to an annual single audit, conducted by an independent accounting firm.

Environmental: All projects and individual activities are subject to a review of environmental impacts prior to funding approval. Remediation of impacts is implemented where required, and projects unable to meet environmental requirements are abandoned or alternative locations or solutions are sought.

Programmatic: Results and/or impacts are expected of all projects. Staff is charged with monitoring progress toward CDBG program goals on a regular basis. Accomplishments and outcome data is entered into IDIS by staff. Ability to reimburse funds is tied directly to reporting of accomplishments.

Sub-Recipient Monitoring: The City currently has no sub-recipients for the CDBG program.

Labor Standards: The City of Texarkana monitors labor standards for all CDBG funded projects. Labor requirements are included in all bid documents and discussed again during the required pre-construction conference. Contractor payments are not processed until all required forms are submitted and verified to be accurate and correct.

Minority Business Outreach: Purchasing standards are closely monitored to maximize the number of minority and women owned businesses utilized. The City uses the State of Texas Purchasing System when local minority and women owned businesses are not available.

Citizen Participation Plan 91.105(d); 91.115(d)

Describe the efforts to provide citizens with reasonable notice and an opportunity to comment on performance reports.

The City of Texarkana, Texas gave notice that the DRAFT of the Community Development Block Grant 2015 Program Year *Consolidated Annual Performance Evaluation Report (CAPER)* would be available for public review and comment at the dates and times listed below. All interested persons or groups were

encouraged to review the DRAFT CAPER and formally present their comments for inclusion in this report. The CAPER DRAFT could be reviewed during the 15 Day Public Comment Period at the following location during regular business hours:

Texarkana, Texas City Hall
Department Planning and Community Development
220 Texas Boulevard
Texarkana, Texas 75501

The DRAFT CAPER was also available on the Texarkana, Texas website (www.ci.texarkana.tx.us) for the duration of the comment period.

These meetings were conducted in accordance with the Texas Open Meetings Law (V.T.C.A. Government Code 551) and in accordance with the Americans with Disabilities Act 42 USC 12101 (1991). The facility is wheelchair accessible and handicap parking is available. Requests for sign interpretive services are available upon request, which must be received at least 48 hours prior to the meeting. Spanish translation was available.

Citizen comments are included as an attachment to this document.

CR-45 - CDBG 91.520(c)

Specify the nature of, and reasons for, any changes in the jurisdiction's program objectives and indications of how the jurisdiction would change its programs as a result of its experiences.

The most significant changes that have occurred in Texarkana's program objectives have been changes in the Demolition/Spot Slum and Blight activities and exclusion of Non-CDBG Funded projects and activities from the Five Year Consolidated Plan and Annual Action Plan.

Initially, the Beverly Clean-Up Activity was designed under the national objective of Spot Slum and Blight and included Demolition. However, the Texas Supreme Court ruled in *City of Dallas v. Heather Stewart* (No. 09-0257) that the authority of administrative bodies appointed by City councils (Building and Standards Commissions) to determine if property is substandard, and order condemnation of the same was a violation of the Texas Constitution; and that this authority was held only by Texas District courts. This decision removed the authority granted to municipalities by the Texas Legislature under Chapter 54 of the Texas Local Government Code.

Effectively, in order to remove substandard properties municipalities must now take each property to District Court for a ruling and condemnation order. The exceptions to this ruling are in cases where the owner has consented the demolition of their property; since most substandard properties are abandoned and owners of record are difficult to locate this will have a significant impact on the removal of slum and blight from low and moderate income areas. This ruling impacted the City's plans to proceed with demolition on LMH, LMA, and SBS properties and made it more difficult to transfer property to the Housing Authority for in-fill housing projects.

However, by moving from demolition projects to volunteer-driven neighborhood clean-up projects, Staff at the city have been able to forge stronger relationships that will prove invaluable as the City continues to work at transforming Beverly from a Target Area to a desirable neighborhood.

The short term impact of excluding Non-CDBG funds on the CAPER is the creation of perception that the program is not meeting its targets and goals. In the past, the City has included outcomes associated with projects funded with Non-CDBG funding sources like Texas Department of Housing and Community Affairs to meet Housing goal indicators. For example, the City included four Housing Rehabilitation projects in the Consolidated Plan funded through TDHCA and administered through City staff. Those funds are now not available and the City has been directed to remove those programs from the City's expected outcomes. However, even though these no longer exist as projects in the Housing and Urban Development's database system (called IDIS – the Integrated Disbursement and Information System) due to the way IDIS archives projects associated with these plans, the expected outcomes still appear in this report.

Another important change to the City's planning is that the City was able to partner with the Texas

Department of Transportation to provide needed ADA improvements to sidewalks and curbs for its downtown infrastructure projects, allowing the City to leverage these CDBG dollars.

Does this Jurisdiction have any open Brownfields Economic Development Initiative (BEDI) grants?

No

[BEDI grantees] Describe accomplishments and program outcomes during the last year.

DRAFT

CR-60 - ESG 91.520(g) (ESG Recipients only)**ESG Supplement to the CAPER in *e-snaps*****For Paperwork Reduction Act****1. Recipient Information—All Recipients Complete****Basic Grant Information**

Recipient Name	TEXARKANA
Organizational DUNS Number	062929187
EIN/TIN Number	756000689
Identify the Field Office	FT WORTH
Identify CoC(s) in which the recipient or subrecipient(s) will provide ESG assistance	

ESG Contact Name

Prefix
First Name
Middle Name
Last Name
Suffix
Title

ESG Contact Address

Street Address 1
Street Address 2
City
State
ZIP Code
Phone Number
Extension
Fax Number
Email Address

ESG Secondary Contact

Prefix
First Name
Last Name
Suffix
Title
Phone Number
Extension
Email Address

2. Reporting Period—All Recipients Complete

Program Year Start Date 10/01/2015
Program Year End Date 09/30/2016

3a. Subrecipient Form – Complete one form for each subrecipient

Subrecipient or Contractor Name
City
State
Zip Code
DUNS Number
Is subrecipient a victim services provider
Subrecipient Organization Type
ESG Subgrant or Contract Award Amount

DRAFT

Attachment: CAPER Report PY2015 (1580 : Consolidated Annual Performance Evaluation Report)

CR-65 - Persons Assisted

4. Persons Served

4a. Complete for Homelessness Prevention Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 8 – Household Information for Homeless Prevention Activities

4b. Complete for Rapid Re-Housing Activities

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 9 – Household Information for Rapid Re-Housing Activities

4c. Complete for Shelter

Number of Persons in Households	Total
Adults	206
Children	1
Don't Know/Refused/Other	0
Missing Information	0
Total	207

Table 10 – Shelter Information

4d. Street Outreach

Number of Persons in Households	Total
Adults	0
Children	0
Don't Know/Refused/Other	0
Missing Information	0
Total	0

Table 11 – Household Information for Street Outreach

4e. Totals for all Persons Served with ESG

Number of Persons in Households	Total
Adults	206
Children	1
Don't Know/Refused/Other	0
Missing Information	0
Total	207

Table 12 – Household Information for Persons Served with ESG

5. Gender—Complete for All Activities

	Total
Male	169
Female	38
Transgender	0
Don't Know/Refused/Other	0
Missing Information	0
Total	207

Table 13 – Gender Information

6. Age—Complete for All Activities

	Total
Under 18	1
18-24	16
25 and over	190
Don't Know/Refused/Other	0
Missing Information	0
Total	207

Table 14 – Age Information

7. Special Populations Served—Complete for All Activities

Number of Persons in Households				
Subpopulation	Total	Total Persons Served – Prevention	Total Persons Served – RRH	Total Persons Served in Emergency Shelters
Veterans	26	0	0	26
Victims of Domestic Violence	0	0	0	0
Elderly	5	0	0	5
HIV/AIDS	1	0	0	1
Chronically Homeless	0	0	0	0
Persons with Disabilities:				
Severely Mentally Ill	9	0	0	9
Chronic Substance Abuse	6	0	0	6
Other Disability	16	0	0	16
Total (unduplicated if possible)	63	0	0	63

Table 15 – Special Population Served

CR-70 – ESG 91.520(g) - Assistance Provided and Outcomes

10. Shelter Utilization

Number of New Units – Rehabbed	
Number of New Units – Conversion	
Total Number of bed - nighths available	
Total Number of bed - nights provided	
Capacity Utilization	

Table 16 – Shelter Capacity

11. Project Outcomes Data measured under the performance standards developed in consultation with the CoC(s)

DRAFT

CR-75 – Expenditures

11. Expenditures

11a. ESG Expenditures for Homelessness Prevention

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Prevention under Emergency Shelter Grants Program			
Subtotal Homelessness Prevention			

Table 17 – ESG Expenditures for Homelessness Prevention

11b. ESG Expenditures for Rapid Re-Housing

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Expenditures for Rental Assistance			
Expenditures for Housing Relocation and Stabilization Services - Financial Assistance			
Expenditures for Housing Relocation & Stabilization Services - Services			
Expenditures for Homeless Assistance under Emergency Shelter Grants Program			
Subtotal Rapid Re-Housing			

Table 18 – ESG Expenditures for Rapid Re-Housing

11c. ESG Expenditures for Emergency Shelter

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Essential Services			
Operations			
Renovation			
Major Rehab			
Conversion			
Subtotal			

Table 19 – ESG Expenditures for Emergency Shelter

11d. Other Grant Expenditures

	Dollar Amount of Expenditures in Program Year		
	2013	2014	2015
Street Outreach			
HMIS			
Administration			

Table 20 - Other Grant Expenditures

11e. Total ESG Grant Funds

Total ESG Funds Expended	2013	2014	2015

Table 21 - Total ESG Funds Expended

11f. Match Source

	2013	2014	2015
Other Non-ESG HUD Funds			
Other Federal Funds			
State Government			
Local Government			
Private Funds			
Other			
Fees			
Program Income			
Total Match Amount			

Table 22 - Other Funds Expended on Eligible ESG Activities

11g. Total

Total Amount of Funds Expended on ESG Activities	2013	2014	2015

Table 23 - Total Amount of Funds Expended on ESG Activities



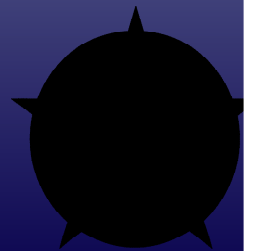
CITY OF

TEXARKANA
TEXAS

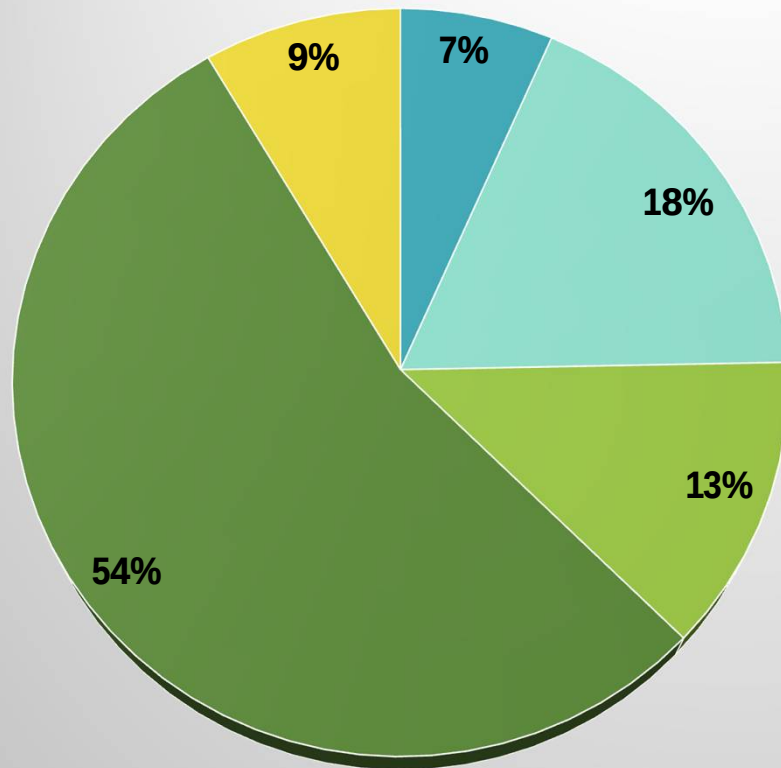
CDBG CAPER Report

CDBG CAPER Report

- The annual report includes expenditures and accomplishments for the 2016 Community Development Block Grant (CDBG) Action Plan (October 1, 2015 -- September 30, 2016)
- Public Comment Period (November 28th – December 12th, 2016)
- Public Hearing on Monday, December 12th



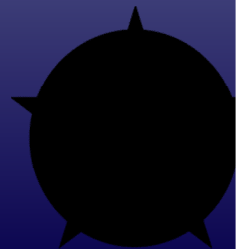
Community Development Block Grant Projects



- Bike Share Program
- Tree Planting Downtown & Beverly
- Park Improvements
- Skateboard Area at Kidtopia Park
- Administration



Project/Activity	Status	Amount Spent
Bike Share Program 7%	Completed	\$26,675.00
Tree Planting Downtown & Beverly 18%	Completed	\$73,422.07
Park Improvements 13%	Completed	\$51,478.00
Skateboard Area at Kidtopia Park 54%	Ongoing	\$219,310.00
Administration 9%	Completed	\$34,567.77
TOTAL		\$405,452.84



City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 11/16/2016 1:19 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Subject: Ordinance No. 2016-138 rezoning Lot 13, Ames Acres Addition, located at 3504 Robin Lane. Single Family-1 to Planned Development-General Retail. Terry and Linda Hester, applicants. Pete Snow and Terry Tidwell, agents.
Briefing: 12/12/2016 **Hearing:** 12/12/2016 **Second Briefing:** January 9, 2017 **Council Vote:** 1/23/2017

Item Schedule

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

Updates/History of Briefing:

None

Executive Summary and Background Information:

Z-16-17: This is a request by Terry and Linda Hester, applicants, and Pete Snow and Terry Tidwell, agents, to rezone Lot 13, Ames Acres Addition, located at 3504 Robin Lane from Single Family-1 to Planned Development-General Retail. The proposed use is a veterinary clinic. The current use is a single family residence.

The adjacent zoning is SF-1 to the north, south, east and west. The adjacent land use is vacant land to the south and east and residences to the north and west.

The Comprehensive Plan has designated this as an Office/Institutional area.

The extension of Galleria Oaks to the west of Summerhill Road was designated as an Office/Institutional area in the Comprehensive Plan. This area is developing mostly with low impact office type uses with a Planned Development designation.

The owners of this property at 3504 Robin Lane are currently under contract to sell this property to be used as a veterinary clinic with no outside pens or kennels. Section 140-80 of the Zoning Ordinance specifies that an "animal clinic, hospital, or kennel (no outside pens)" requires General Retail zoning. Retail zoning is not consistent with the type uses designated by the Comprehensive Plan for this area.

However, since this will be an office type use and the veterinary clinic will not have outside pens, it could still be consistent in outward appearance with other office type uses along Galleria Oaks Drive. The applicant should be aware that the Planned Development designation would require a site plan review process for any new structure being constructed to go before the Planning and Zoning Commission and City Council for approval of the proposed site plan.

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

Potential Options:

None

City of Texarkana, Texas

Fiscal Implications:

None

Staff Recommendation:

If this request is approved to Planned Development-General Retail, staff would suggest that the following uses be prohibited:

1. Retail sales including food, tobacco and beverage sales (grocery or convenience type store)
2. Restaurant or any type of eating establishment
3. Automobile sales
4. Hotel, duplex, townhome or multiple family housing

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission recommended for approval with the following prohibited uses:

1. Retail sales including food, tobacco and beverage sales (grocery or convenience type store)
2. Restaurant or any type of eating establishment
3. Automobile sales
4. Hotel, duplex, townhome or multiple family housing

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2016

Attachments

- a. 2016-138 ORD rezoning 3504 Robin Lane (PDF)
- b. 2016-138 ATTH 01 Maps (PDF)
- c. 2016-138 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	11/16/2016 5:12 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	11/17/2016 8:43 AM
Public Information Officer	Lisa Thompson	PIO Review
	11/17/2016 8:57 AM	Completed
City Manager	John Whitson	City Manager Review
10:30 AM		Completed
City Council	Jennifer Evans	Meeting
6:00 PM		Completed
		11/21/2016
		11/28/2016

City of Texarkana, Texas

Meeting History

Z-16-17

ORDINANCE NO. 2016-138

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOT 13, AMES ADDITION, LOCATED AT 3504 ROBIN LANE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM SINGLE FAMILY-1 TO PLANNED DEVELOPMENT-GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone Lot 13, Ames Addition, located at 3504 Robin Lane in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-General Retail**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted five (5) to zero (0) to recommend the application for rezoning from Single Family-1 to Planned Development-General Retail** to the City Council of Texarkana, Texas; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that rezoning the property from **Single Family-1 to Planned Development-General Retail** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone Lot 13, Ames Addition, located at 3504 Robin Lane in the City of Texarkana, Bowie County, Texas, from **Single Family-1 to Planned Development-General Retail**.

Attachment: 2016-138 ORD rezoning 3504 Robin Lane [Revision 1] (1575 : 2016-138 ORD rezoning 3504 Robin Lane)

SECTION 2: That the following uses are prohibited and are hereby imposed and made a part of this Planned Development Ordinance:

1. Retail sales including food, tobacco and beverage sales (grocery or convenience type store)
2. Restaurant or any type of eating establishment
3. Automobile sales
4. Hotel, duplex, townhome or multiple family housing

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

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

SECTION 5: 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 **23rd day of January, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR



00420002000
AMES ACRES
LOT 20
TOUBIA, ELIE J

3505

3508

00420001500
AMES ACRES
LOT 15
HUDSON, ROCKY & CINDY

SF-1

3503

00420002100
AMES ACRES
LOT 21
GREEN, DARRELL R

00420001400
AMES ACRES
LOT 14
BETH, MICHAEL & PATRICIA

SF-1

3506

SF-1

02620000500
GEORGE BRINLEE
3822/305 10/21/02
PACE, MARTHA T

3504

SF-1

00420002200
AMES ACRES
LOT 22
FRICKS, ALICE L

3522

ROBIN LN

3525

00420001100
AMES ACRES
LOT 11
HAYES, BILL & MARY LIVING TRUST

00420001200
AMES ACRES
LOT 12
CITY OF TEXARKANA

SF-1
3523

SF-1

02620000601
GEORGE BRINLEE A-18
A HOPE TR 9B
DRANEB PROPERTIES LP

19800007300
RICHMOND HILLS 3RD
LOT 4
RAFFAELLI, THOMAS

SF-2

4106

19800007200
RICHMOND HILLS 3RD
LOT 3

19800007100
RICHMOND HILLS 3RD
LOT 2
LOTKOWSKI, MARK

4104

19800007000
RICHMOND HILLS 3RD
LOT 1
TURNER, ERICK W & ANGELA

SF-2
4102

Attachment: 2016-138 ATTH 01 Maps (1575 : 2016-138 ORD rezoning 3504 Robin Lane)



City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

Attachment: 2016-138 Goals & Perspectives (1575 : 2016-138 ORD rezoning 3504 Robin Lane)

City of Texarkana, Texas

Version: A

Update Date: 11/29/2016 2:12 PM

Briefing Sheet

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk,
Ordinance No. 2016-139 rezoning Lots 4 and 5, Block 1, Joe Norton Addition,
located at 1107 College Drive. Office to General Retail. Richard Powell,
Subject: applicant.

Briefing: 12/12/2016 **Public Hearing:** 12/12/2016 **Second Briefing:** January 9, 2017 **Council Vote:** 1/23/2017

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:**

None

Executive Summary and Background Information:

Z-16-18: This is a request by Richard Powell, owner, to rezone Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive from Office to General Retail. The proposed use is a barber shop. The current use is a vacant office building.

The adjacent zoning is General Retail to the north, east and west and Multiple Family-1 to the south. The adjacent land use is vacant land to the north and south and businesses to the east and west. The business to the east appears to be vacant.

The Comprehensive Plan has designated this as a retail area.

The owner, Mr. Richard Powell is planning to lease out this vacant office building and is requesting rezoning to General Retail to allow a potential tenant to open a barber shop at this location. Rezoning the property to General Retail would also expand the uses allowed for future tenants.

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

Potential Options:

None

Fiscal Implications:

None

Staff Recommendation:

There is General Retail zoning to north, east and west of this property and retail businesses are located to the east and west. Therefore, staff recommends for approval of the request.

City of Texarkana, Texas

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

The Planning and Zoning Commission unanimously recommended for approval.

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2016

Attachments

- a. 2016-139 ORD rezoning 1107 College Drive (DOCX)
- b. 2016-139 ATTH 01 Maps (PDF)
- c. 2016-139 Goals & Perspectives (DOCX)
- d. 2016-139 ATTH 02 Zoning district definitions (PDF)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review	
Completed	11/16/2016 5:12 PM		
Assistant City Manager	Shirley Jaster	Assistant City Manager	
Review	Completed	11/17/2016 8:42 AM	
Public Information Officer	Lisa Thompson	PIO Review	Completed
	11/17/2016 8:57 AM		
City Manager	John Whitson	City Manager Review	Completed 11/21/2016
4:42 PM			
City Council	Jennifer Evans	Meeting	Completed 11/28/2016
6:00 PM			

Meeting History

Z-16-18

ORDINANCE NO. 2016-139

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING ORDINANCE OF THE CITY OF TEXARKANA, TEXAS, BY REZONING LOTS 4 AND 5, BLOCK 1, JOE NORTON ADDITION, LOCATED AT 1107 COLLEGE DRIVE IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS FROM OFFICE TO GENERAL RETAIL; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed requesting an amendment to the Zoning Ordinance of the City of Texarkana, Texas, to rezone Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive in the City of Texarkana, Bowie County, Texas, from **Office to General Retail**; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas **voted five (5) to zero (0) to recommend the application for rezoning from Office to General Retail** to the City Council of Texarkana, Texas; and

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

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be and is hereby further amended to rezone Lots 4 and 5, Block 1, Joe Norton Addition, located at 1107 College Drive in the City of Texarkana, Bowie County, Texas, from **Office to General Retail**.

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

Attachment: 2016-139 ORD rezoning 1107 College Drive [Revision 1] (1577 : 2016-139 ORD rezoning 1107 College Drive)

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

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

PASSED AND APPROVED in Regular Council Session on this the **23rd day of January, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

GR

GR

6.3.b

08650000100
GLENWOOD COMMERCIAL MP
LOT 1
VARLEY, MICHAEL J & BETH

GR

1302

POTOMAC AVE

GR
01040005000
M A BASSETT A-91
J NORTON SUB NPT LTS 5-10 BLK1
CONDEB, LP

010400
M A BASSI
BLK/TRAC
CITY OF TE

17240000100
JOE NORTONS ADDN
LOT 1
TYE, PAUL

GR

17240000200
JOE NORTONS ADDN
LOTS 2,3
TYE, PAUL
1111 1109

1107

1105

COLLEGE DR

GR

SF-2

17240000801
JOE NORTONS ADDN
S PT LOTS 9 10
CITY OF TEXARKANA

17240001500
JOE NORTONS ADDN
LOT 20
CITY OF TEXARKANA

17240000900
JOE NORTONS ADDN
LOT 11
PERRY, ESTHER LOUISE

SF-2

17240001200
JOE NORTONS ADDN
LOTS 14-16
WILLIAMS, RUTH & ALVIN RAINEY, JR

MF-1

17240001300
JOE NORTONS ADDN
LOT 17
PHILLIPS, A W

SF-2

28300000300
WELLSFORD SUBD
E1/2 LOT 3
NORTON, JOSEPH & WILLENE

GR

17240001000
JOE NORTONS ADDN
LOT 12
WOODS, DOROTHY

17240001100
JOE NORTONS ADDN
LOT 13

MILLER, KRIS W & NANTANA

17240001401
JOE NORTONS ADDN
LOT 19 LESS W15'
CITY OF TEXARKANA

17240001400
JOE NORTONS ADDN
LOT 18 W15' 19'
NORTON, JOSEPH & WILLENE

28300000600
WELLSFORD SUBD
LOT 5
NORTON, JOSEPH & WILLENE

PD-32

SF-2

28300000700
WELLSFORD SUBD

17240001600
JOE NORTONS ADDN
LOTS 1 2
NORTON, JOSEPH & WILLENE

17240001700
JOE NORTONS ADDN
LOT 3
LASHFORD, ARCHIE

SF-2

17240001900
JOE NORTONS ADDN
LOTS 6 7
BALLANCE, LUVENIA COLLINS

17240002000
JOE NORTONS ADDN
LOT 8
PERKINS, JOSEPH JR &

SF-2

17240002001
JOE NORTONS ADDN
LOTS 9 10
CITY OF TEXARKANA

Packet Pg. 117

Attachment: 2016-139 ATTH 01 Maps (1577 : 2016-139 ORD rezoning 1107 College Drive)

GR

GR

6.3.b

08650000100
GLENWOOD COMMERCIAL MP
LOT 1
MICHAEL J & BETH

GR

1302

POTOMAC AVE

GR

01040005000
M A BASSETT A-91
J NORTON SUB NPT LTS 5-10 BLK1
CONDEB. LP

01040005000
M A BASSETT A-91
BLK1 TRACT
CITY OF TEXARKANA

17240000100
JOE NORTONS ADDN
LOT 1
TYS PAUL

GR

17240000200
JOE NORTONS ADDN
LOT 2
TYS PAUL
1111 1109

COLLEGE DR

GR

SF-2

1105

17240000801
JOE NORTONS ADDN
LOTS 9-10
CITY OF TEXARKANA

17240001500
JOE NORTONS ADDN
LOT 20
CITY OF TEXARKANA

17240000900
JOE NORTONS ADDN
LOT 11
PERRY, ESTHER LOUISE

SF-2

17240001300
JOE NORTONS ADDN
LOTS 14-16
WILLIAMS, RUTH & ALVIN RAINEY JR

MF-1

17240001300
JOE NORTONS ADDN
LOT 17
PHILLIPS, A W

SF-2

2836000100
WELLSFORD SUBD
E1/4
NORTON, JOSEPH & WILLENE

GR

17240001000
JOE NORTONS ADDN
LOT 12
WOODS, DOROTHY

17240001100
JOE NORTONS ADDN
LOT 13
MILLER, KRIS W & NANTANA

17240001401
JOE NORTONS ADDN
LOT 19 LESS W15'
CITY OF TEXARKANA

17240001400
JOE NORTONS ADDN
LOT 18
NORTON, JOSEPH & WILLENE

2837000600
WELLSFORD SUBD
LOT 5
NORTON, JOSEPH & WILLENE

PD-32

SF-2

17240001600
JOE NORTONS ADDN
LOTS 1-2
NORTON, JOSEPH & WILLENE

17240001900
JOE NORTONS ADDN
LOTS 6-7
BALLANCE, LUYENIA COLLINS

SF-2

SF-2

17240001700
JOE NORTONS ADDN
LOT 3
WELLSFORD, ARCHIE

17240002000
JOE NORTONS ADDN
LOT 8
PERKINS, JOSEPH JR &

Packet Pg. 118

Attachment: 2016-139 ATTH 01 Maps (1577 : 2016-139 ORD rezoning 1107 College Drive)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:



CITY OF TEXARKANA TEXAS

ZONING DISTRICT DEFINITIONS

Po Box 1
220 Texas Blvd
Texarkana TX 75504
(903) 798-3945
www.txkusa.org

6.3.d

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

- "A" Agriculture Districts – Single Family homes on 1 acres or more of land; ranches farms, stables, public utility facilities, country clubs, schools, churches, green houses and other agrarian related uses.
- "SF-1" Single-Family Dwelling District 1 – Uses permitted in "A: District plus, Single Family homes on lots of 12,000 square feet or more.
- "SF-2" Single-Family Dwelling District 2 – Uses permitted in "SF-1" District plus: Single Family homes on lots of 7,200 square feet or more.
- "SF-3" Single-Family Dwelling district 3 – Uses permitted in "SF-2" District plus: Single Family homes on lots of 5,000 square feet or more, modular or factory fabricated dwelling. HUD code manufactured homes subject to a specific location and a Specific use Permit (SUP).
- "PUR" Planned Unit Residential – Single family homes on lots intended as Garden Homes, 3750 square feet or more, Zero lot line homes/Patio Homes, 5000-6000 square feet or more. Subdivision must note housing type. Not to exceed 6 homes per gross acres over 2 acres, 8 homes under 2 acres.
- "2F-1" Two-Family Dwelling District 1 – Uses permitted in "SF-3" District plus: Two-Family dwelling units (duplexes) on lots of 10,000 square feet or more.
- "2F-2" Two Family Dwelling District 2 – Uses permitted in "2F-1" District plus: Duplexes on lots of 6,000 square feet or more.
- "TH" Townhouses Dwelling district – Uses permitted in "2F-2" District plus: Townhouses on lots of 2,000 square feet or more. Not to exceed 14 ½ dwelling units per gross acre.
- "MF-1" Multiple Family Dwelling District 1 – Uses permitted in "TH" District plus: Apartments are not to exceed 24 units per gross acres, row houses not to exceed 21 units per gross acres, hospitals, boarding, and rooming houses.
- "MF-2" Multiple Family Dwelling District 2 – Uses permitted in "MF-1" District plus: Apartments, not to exceed 27 units per gross acres, fraternity or sorority houses, kindergarten, nursery or day school, nursing home, commercial parking lot with specific approval of City Council, high-rise apartments.
- "P" Parking District – Single Family detached homes, parking lots (private and public), nursing home, and schools.
- "O" Office District – Uses permitted in "P" District plus: Bank, savings & loan office, fraternity or sorority house, museum or art gallery, kindergarten, day care, medical office, general business office, hotel and motel.
- "NS" Neighborhood Services District – Uses permitted in "MF-2" and "O" districts plus: Theater, antique shop, bakery, barber, beauty shop, camera shop, drug store, food store, hardware store, restaurant (no drive-in service), greenhouse or nursery.
- "GR" General Retail District – Uses permitted in "NS" District plus: Gas stations, new and used automobile sales, service and display, amusement parks, swim or tennis clubs, private club with specific approval of City Council, bus stations, parking lots, auto parts sales (indoor), department store, general retail uses as specified in the Zoning Ordinance, per clinic.
- "LC" Limited Commercial District – Uses permitted in "GR: District plus: Auto glass or seat cover shop, commercial golf course, indoor pistol or rifle range, office/warehouse (no outside storage), and plumbing shops (with a Specific Use Permit).
- "CB" Central Business District – Uses permitted in "LC" District plus: Storage yards, dance hall or night club, commercial golf course, private club, roller skating rink, drive-in theater, freight terminal, rail yards, muffler shop, auto repairing and painting, outdoor new and used auto sales lots, advertising signs, bakery, building material, cabinet shops, and other light manufacturing uses, warehouse.
- "C" Commercial District – Uses permitted in "CB" District plus: Hatchery, tire retreading plant, auto storage or auction, truck parking lot, private stables, contractors storage yard, manufacturing laboratory, open air sales, mobile homes sales or rental, wholesale storage facilities, heavy machinery sales and storage.
- "I-1" Industrial District 1 – All uses permitted in "C" District with the exception of Single-Family homes, duplexes and attached single family housing plus: outdoor sale and storage of auto parts and accessories, refinery, oil and gas well, light manufacturing.
- "I-2" Industrial District 2 – Any use with the exception of housing in any form, not prohibited by any other laws or regulations of the Code of Ordinances of the City, County or State of Texas.
- "PD" Planned Development District – Any permitted use when approved as part of an overall project plan by the City Council; subject to conditions as indicated in the City Zoning Ordinance.

Attachment: 2016-139 ATTH 02 Zoning district definitions (1577 : 2016-139 ORD rezoning 1107 College Drive)

City of Texarkana, Texas

Briefing Sheet

Version:

Update Date: 11/16/2016 1:26 PM

Lead Department: Planning and Community Development **Action Officer:** Debbie Burk
Subject: Ordinance No. 2016-140 granting a Specific Use Permit to allow the one additional use of an outdoor automobile sales lot on a 0.75 acre tract of land in the Thomas Price HRS, A-466, located at 3314 New Boston Road. Dean Hart, applicant. Daniel Lyons, agent.
Briefing: 12/12/2016 **Public Hearing:** 12/12/2016 **Second Briefing:** January 9, 2017 **Council Vote:** 1/23/2017

Item Schedule

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

Updates/History of Briefing:

None

Executive Summary and Background Information:

S-674: This is a request by Dean Hart, owner, and Daniel Lyons, agent, for a Specific Use Permit to allow the one additional use of an "outdoor automobile sales lot" on a 0.75 acre tract of land in the Thomas Price HRS, A-466, located at 3314 New Boston Road. An office/retail building and a concrete parking lot is currently located on this tract of land. This property was previously used as a sales office and outdoor display for a swimming pool business.

The adjacent zoning is Single Family-2 to the north and east and General Retail to the south and west. The adjacent land use is residences to the north and east, vacant land and a car wash to the south, and a convenience store to the west.

The Comprehensive Plan has designated this as a retail area. This property is zoned Planned Development-General Retail. A Specific Use Permit is required by Section 140-80 of the Zoning Ordinance to allow the one additional use of "new or used auto sales, outdoor lot" in the General Retail zoning district.

The applicant/agent should be aware that a 7' screening device is required between this property and the abutting residentially zoned properties to the north and east. Staff would also suggest that any outside lighting be shielded away from these residential properties.

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

Potential Options:

None

Fiscal Implications:

None

City of Texarkana, Texas

Staff Recommendation:

Staff recommends for approval of this request with the added stipulations proposed by the Planning and Zoning Commission. This use is consistent with other uses in this area of New Boston Road.

Advisory Board/Committee Review:

Planning and Zoning Commission

Board/Committee Recommendation:

An adjacent property owner was present at the November 7, 2016 Planning and Zoning Commission meeting and voiced concerns about the existing screening fence and possible lighting problems from this proposed business. The concerns were possible security issues with the existing 7' wooden fence and the desire to shield outdoor lighting from this business and adjacent residential properties.

After discussion and consideration, the Planning and Zoning Commission unanimously recommended for approval with the following stipulations:

1. Any outdoor lighting is to be shielded away from adjacent residential properties.
2. A new 8' screening fence is to be constructed along the north and east property lines to provide added security for adjacent residential properties.
3. If this use ever ceases to exist at this location, the City may revoke the Specific Use Permit.

Advisory Board/Committee Meeting Date and Minutes:

November 7, 2016

Attachments

- a. 2016-140 ORD granting SUP for auto sales at 3314 New Boston Road (PDF)
- b. 2016-140 ATTH 01 Maps (PDF)
- c. 2016-140 Goals & Perspectives (DOCX)

Staff Coordination

Planning and Community Development	David Orr	Department Head Review
Completed	11/16/2016 5:13 PM	
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	11/17/2016 8:41 AM	
Public Information Officer	Lisa Thompson	PIO Review
	11/17/2016 8:57 AM	Completed
City Manager	John Whitson	City Manager Review
8:49 AM	Completed	11/21/2016

City of Texarkana, Texas

City Council
6:00 PM

Jennifer Evans

Meeting

Completed

11/28/2016

Meeting History

S-674

ORDINANCE NO. 2016-140

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AMENDING THE ZONING MAP SHOWING THE LOCATION, BOUNDARY AND USE OF CERTAIN PROPERTY BY THE GRANTING OF SPECIFIC USE PERMIT NO. S-674 TO ALLOW THE ONE ADDITIONAL USE OF AN OUTDOOR AUTOMOBILE SALES LOT ON A 0.75 ACRE TRACT OF LAND LOCATED IN THE THOMAS PRICE HRS, A-466, LOCATED AT 3314 NEW BOSTON ROAD, IN THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS; CONTAINING A REPEALER CLAUSE; CONTAINING A SEVERABILITY CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, an application has been filed with the City of Texarkana, Texas, requesting an amendment to the Zoning Ordinance so as to grant a **Specific Use Permit** to allow the **one additional use of an outdoor automobile sales lot** on a 0.75 acre tract of land located in the Thomas Price HRS, A-466, located at 3314 New Boston Road, in the City of Texarkana, Bowie County, Texas; and

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

WHEREAS, after consideration of said application, the Planning and Zoning Commission of the City of Texarkana, Texas, voted **unanimously five (5) to zero (0) to recommend** to the City Council of Texarkana, Texas, that a **Specific Use Permit be granted to allow the one additional use of an outdoor automobile sales lot** on said property; and

WHEREAS, after consideration of said application and the recommendation of the Planning and Zoning Commission, the City Council of the City of Texarkana, Texas, does hereby find that granting the **Specific Use Permit** is in the best interest of the public health, safety, morals and general welfare of the City.

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

SECTION 1: That the Zoning Ordinance of the City of Texarkana, Texas, Ordinance No. 127-70, passed and approved on September 14, 1970, be further amended so as to grant **Specific Use Permit numbered S-674 for the purpose of allowing the one additional use of an outdoor automobile sales lot** on the following described property, to-wit: **A 0.75 acre tract of land located in the Thomas Price HRS, A-466, located at 3314 New Boston Road, in the City of Texarkana, Bowie County, Texas.**

SECTION 2: That the following stipulations are hereby imposed and made a part of this Ordinance:

1. Any outdoor lighting is to be shielded away from adjacent residential properties.
2. A new 8' screening fence is to be constructed along the north and east property lines to provide added security for adjacent residential properties.
3. If this use ever ceases to exist at this location, the City may revoke the Specific Use Permit.

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

SECTION 4: It is further provided that in case a section, clause, sentence or part of this Ordinance shall be deemed or adjudged by a court of competent jurisdiction to be invalid, then such invalidity shall not affect, impair, or invalidate the remainder of this Ordinance.

SECTION 5: That this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED in regular Council Session on this the **23rd day of January, 2017.**

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT 'A'

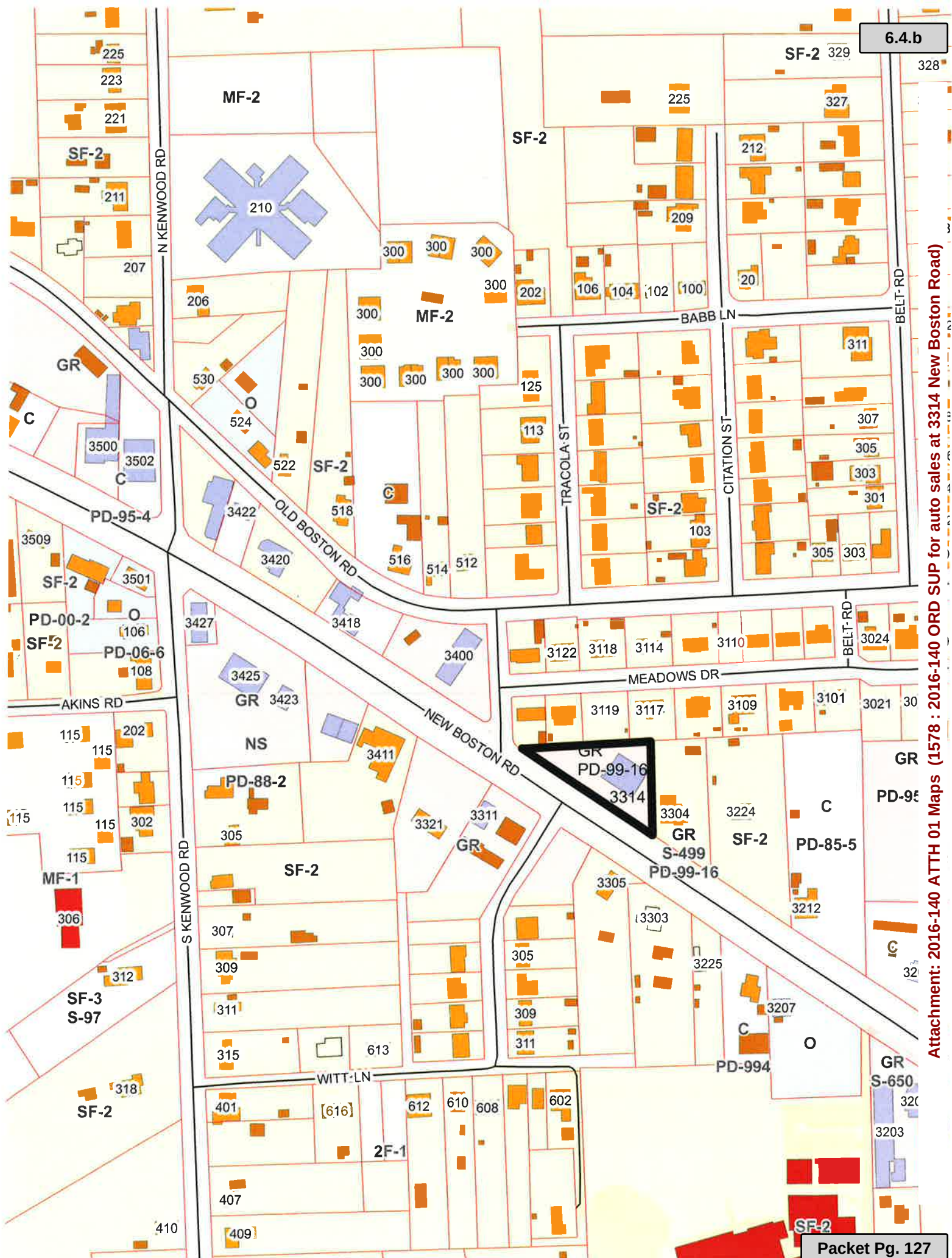
All that certain lot, tract or parcel of land situated in the County of Bowie, State of Texas, being $\frac{3}{4}$ acre, more or less, situated about one-half mile West of the City of Texarkana, Texas, on New Boston Highway and being a part of the THOMAS PRICE H. R. SURVEY, and a part of a certain ten (10) acre tract heretofore sold by G. W. Ragland to Frank Hawkins as per deed of record in Vol. 121, Page 557 of the Deed Records of Bowie County, Texas, and described by metes and bounds as follows:

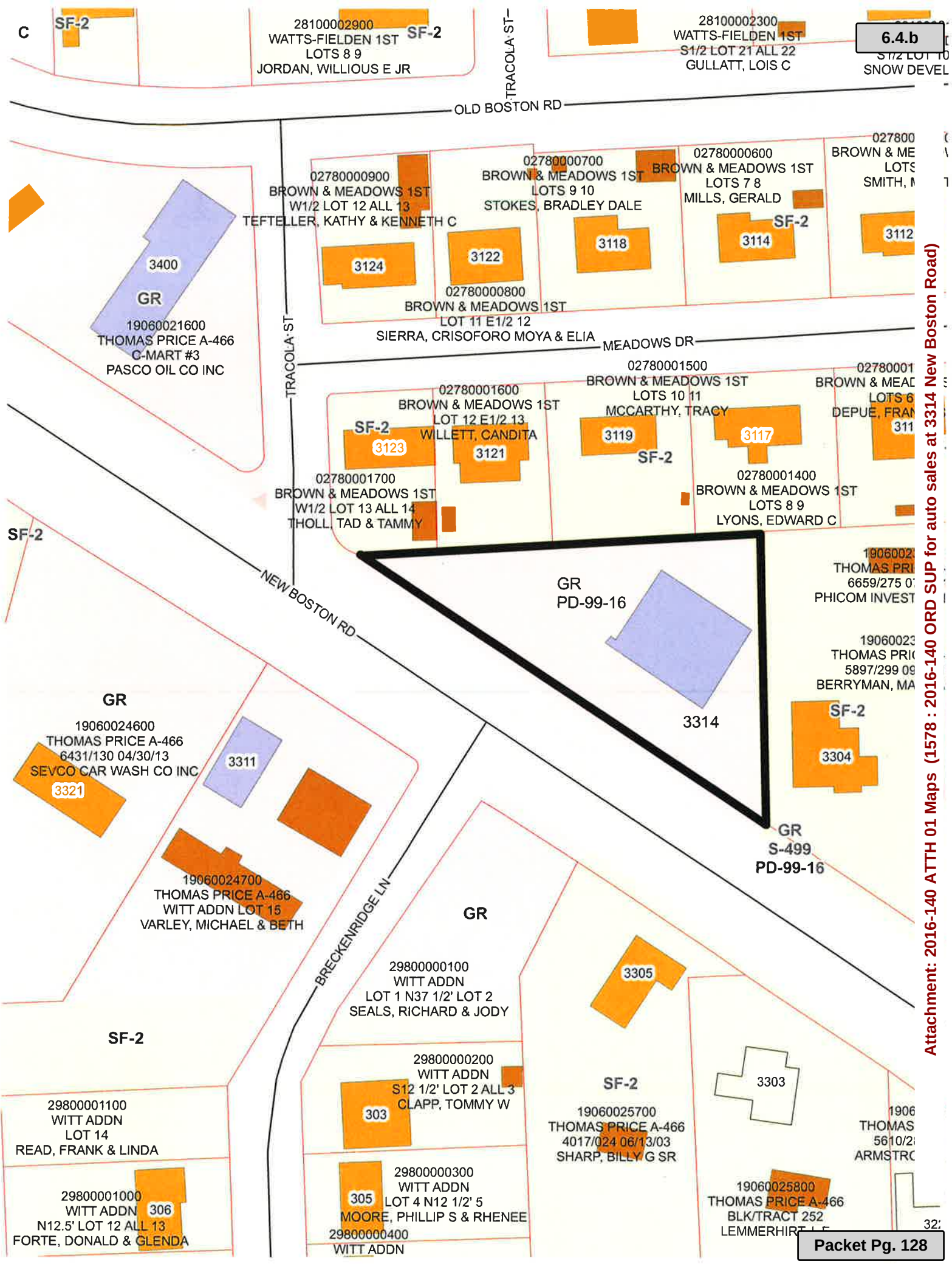
BEGINNING at a stake at the intersection of the North boundary line of the said ten acre tract with the North boundary line of the concrete Highway designated as State Highway No. 5; THENCE East with the North boundary line of said ten acre tract two hundred ninety-eight (298) feet to a stake; THENCE South to a stake on line of Highway No. 5; THENCE Northwest with line of Highway No. 5 to place of beginning,
CONTAINING three-fourths ($\frac{3}{4}$) of an acre.

SAVE AND EXCEPT that portion of the above described property conveyed to the State of Texas for right-of-way purposes.

Exhibit "A"

Attachment: 2016-140 ORD granting SUP for auto sales at 3314 New Boston Road (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston





Attachment: 2016-140 ATTH 01 Maps (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston Road)



Attachment: 2016-140 ATTH 01 Maps (1578 : 2016-140 ORD SUP for auto sales at 3314 New Boston Road)

City of Texarkana, Texas

Developing Perspectives and Goals Pending Approval by the City Council:

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

Perspectives and Goals Additional Comments:

NONE

Resource Impact:

NA

No Additional

Other Potential Impacts:

NA

Public Information Plan:

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

Other:

City of Texarkana, Texas

Version: A

Update Date: 11/21/2016 5:09 PM

Briefing Sheet

Lead Department: Water Utilities **Action Officer:** Pam White,
Resolution No. 2016-141 authorizing the City Manager to enter into a contract
Subject: for a replacement engine for the South Regional Wastewater Treatment Plant
emergency power generator in an amount not to exceed \$277,330.89.

Public **Second** **Council**
Briefing: 12/12/2016 **Hearing:** 12/12/2016 **Briefing:** January 9, 2017 **Vote:** 1/23/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Bids were sought on a replacement engine for a Kohler 2000KW emergency power generator. The Mitsubishi Diesel 16-cylinder engine encountered a catastrophic engine failure. The Mitsubishi engine is utilized for the main sewage pump station for the South Regional Wastewater Treatment Plant. Bids for the generator engine were advertised October 23, 2016 and October 30, 2016. The bid opening was November 15, 2016 at the TWU office at 801 Wood Street. There were three bids from three dealers. All bids met specifications with Scott Equipment LLC of Texarkana, Arkansas submitting the lowest bid of \$277,330.89.

Potential Options:

- None

Fiscal Implications:

Funds were not budgeted for the replacement engine and will come out of the South Regional WWTP Depreciation Fund. The Texas portion of the cost is \$173,692.34.

Staff Recommendation:

Texarkana Water Utilities staff recommends acceptance of this purchase.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

City of Texarkana, Texas

Attachments

- a. 2016-141 RES Engine Replacement (DOC)
- b. 2016-141 ATTH 01 Bid Tabulation (DOCX)
- c. 2016-141 Goals & Perspectives (DOCX)

Staff Coordination

Water Utilities 2:54 PM	Donnie Crittenden	Review	Completed	11/17/2016
Water Utilities 3:04 PM	Jim Cornelius	Review	Completed	11/17/2016
Water Utilities	JD Phillips 11/17/2016 3:08 PM	Department Head Review	Completed	
Public Information Officer	Lisa Thompson 11/17/2016 3:12 PM	PIO Review	Completed	
City Manager 8:47 AM	John Whitson	City Manager Review	Completed	11/21/2016
City Council 6:00 PM	Jennifer Evans	Meeting	Completed	11/28/2016

Meeting History

RESOLUTION NO. 2016 - 141

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 SCOTT EQUIPMENT LLC OF TEXARKANA, ARKANSAS, IN AN AMOUNT NOT TO EXCEED \$277,330.89 FOR A REPLACEMENT ENGINE FOR THE SOUTH REGIONAL WASTEWATER TREATMENT PLANT EMERGENCY POWER GENERATOR; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, on November 15, 2016, three (3) bids were received by the Texarkana Water Utilities for a replacement engine for the South Regional Wastewater Treatment Plant emergency power generator; and

WHEREAS, a Mitsubishi replacement engine will be installed in a Kohler 2000KW emergency power generator; and

WHEREAS, the lowest and best bid by a responsible vendor for this replacement engine was submitted by Scott Equipment LLC of Texarkana, Arkansas, a copy of which is **attached** hereto as 2016-141 ATTH01 in an amount not to exceed \$277,330.89; and

WHEREAS, funds needed for this purchase in the amount of \$173,692.34 will be allocated from funds in the South Regional WWTP Depreciation Fund.

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

SECTION 1: That the lowest and best bid by a responsible vendor, submitted by Scott Equipment LLC of Texarkana, Arkansas, a copy of which is **attached** hereto as 2016-141 ATTH01, be and is hereby approved in amount not to exceed \$277,330.89 for the replacement engine for an emergency power generator.

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 **23rd** day of **January, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

ATTH01

Bid Tabulation

**South Regional WWTP
Mitsubishi Engine Replacement for a
Kohler 2000 KW Emergency Power Generator**

2:00 P.M. Tuesday, November 15, 2016

		Bid
1	Scott Equipment LLC 5401 Sanderson Lane Texarkana, Arkansas	\$277,330.89
2	R P Service 7777 North Shore Place North Little Rock, Arkansas	\$327,430.00
3	Clifford Power 1913 E. Hwy 80 White Oak, TX 75693	\$303,871.18

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

Number of Bidders: 3

Apparent Low Bidder: Scott Equipment LLC

Attachment: 2016-141 ATTH 01 Bid Tabulation (1579 : 2016-141 RES replacement engine for a Kohler 2000 KW Emergency Power Generator)

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:

City of Texarkana, Texas

Version:

Update Date: 10/26/2016 8:48 AM

Briefing Sheet

Lead Department: Finance Department **Action Officer:** Kristin Peeples,
Resolution No. 2016-125 approving and authorizing the City Manager to
execute the agreement between the City and Valley View Consulting, L.L.C. to
provide professional investment advisory services for the City's investable funds
Subject: for a period of two (2) years.

Briefing: 12/12/2016 **Public Hearing:** 11/28/2016 **Second Briefing:** December 12, 2016 **Council Vote:** 1/9/2017

Item Schedule

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

Updates/History of Briefing:

Not Applicable

Executive Summary and Background Information:

The City has maintained an agreement with Valley View Consulting, L.L.C. since November 22, 2010, to provide professional investment advisory services with respect to the City's investable funds. The agreement also includes a provision for assistance in soliciting, evaluating, and completing bids for bank depository services. During the term of this agreement, Valley View has assisted the City in updating its Investment Policy to assure continued compliance with the requirements of the Public Funds Investment Act. They have prepared and presented a quarterly investment report to the Investment Committee, which is then posted to the City's website. They have assisted staff in investing available funds at the best available rate, assisted in development of cash flow models to determine levels of investable funds, and assisted staff in the preparation and issuance of a bank depository services request. The current fiscal year to date portfolio average as of September 30, 2016 was 0.42% for the combined City and Water Department funds. These averages are above the current annual yield for the City's primary depository bank by 0.12%. With an average portfolio of \$39 million, the additional interest income approximates \$45,000 per year.

Potential Options:

- Approve
- Deny

Fiscal Implications:

The annual fee will be .06% of average book value and will be due and payable at the end of each investment quarter.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

City of Texarkana, Texas

None

Board/Committee Recommendation:

Not Applicable

Advisory Board/Committee Meeting Date and Minutes:

Not Applicable

Attachments

- a. 2016-125 RES Investment Advisory Contract (DOC)
- b. 2016-125 EXH 'A' Investment Advisory Contract (PDF)
- c. 2016-125 Goals & Perspectives (DOCX)

Staff Coordination

Finance Department	Kristin Peeples	Department Head Review	Completed	
	10/26/2016 8:48 AM			
Finance Department	Kristin Peeples	Finance Review	Completed	10/26/2016
	8:48 AM			
Purchasing and Contracting		Sharon Moore	Purchasing Review	
	Completed	10/26/2016 8:55 AM		
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	10/26/2016 11:28 AM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	10/26/2016 1:17 PM			
City Manager	John Whitson	City Manager Review	Completed	11/08/2016
	10:08 AM			
City Council	Jennifer Evans	Meeting	Completed	11/14/2016
	6:00 PM			

Meeting History

11/14/16	City Council	MOVED FORWARD	Next: 11/28/16
----------	--------------	---------------	----------------

RESOLUTION NO. 2016 – 125

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO APPROVE THE AGREEMENT BY AND BETWEEN THE CITY OF TEXARKANA, TEXAS, AND VALLEY VIEW CONSULTING, L.L.C., TO PROVIDE PROFESSIONAL INVESTMENT ADVISORY SERVICES WITH RESPECT TO THE CITY OF TEXARKANA, TEXAS' INVESTABLE FUNDS FOR A PERIOD OF TWO YEARS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, from time to time the City of Texarkana, Texas, has money available for investment and finds it prudent to consult with professional investors for the best possible advice in order to give the City quality investments to receive optimum returns on the City's money while maintaining appropriate levels of safety as required under the City's investment policy; and

WHEREAS, Valley View Consulting, L.L.C. is an experienced, respected, and professional investment advisory consultant recommended by staff to invest available City of Texarkana, Texas, funds for a period of two years at an annual fee of 0.06% of average book value for all combined funds as described in attached **Exhibit 'A'**.

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

SECTION 1: That the agreement between the City of Texarkana, Texas and Valley View Consulting, L.L.C. to provide professional investment advisory services to invest available City of Texarkana, Texas, funds for a period of two years at an annual fee of 0.06% of average book value for all combined funds, a copy of which is attached hereto as **Exhibit 'A'**, is hereby approved.

SECTION 2: That the City Manager is hereby authorized to execute said agreement to provide services as herein described above.

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 **9th** day of **January, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

Attachment: 2016-125 RES Investment Advisory Contract [Revision 1] (1559 : 2016-125 RES Investment Advisory Contract)

**AGREEMENT
BY AND BETWEEN
CITY OF TEXARKANA, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.**

It is understood and agreed that the City of Texarkana (the *Investor*) will have from time to time money available for investment (*Investable Funds*) and Valley View Consulting, L.L.C. (*Advisor*) has been requested to provide professional services to the Investor with respect to the Investable Funds. This agreement (the *Agreement*) constitutes the understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement shall be effective.
2. The Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties:
 - a) Assist the Investor in developing cash flow projections,
 - b) Suggest appropriate investment strategies to achieve the Investor's objectives,
 - c) Advise the Investor on market conditions, general information and economic data,
 - d) Analyze risk/return relationships between various investment alternatives,
 - e) Attend occasional meetings as requested by the Investor,
 - f) Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. All funds shall be invested consistent with the Texas Public Funds Investment Act, Chapter 2256 Government Code and the Investor's Investment Policy. The eligible investments are listed in the Investor's Investment Policy,
 - g) Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations,
 - h) Assist the Investor in creating investment reports in compliance with State legislation and the Investor's Investment Policy,
 - i) Assist the Investor in creating monthly portfolio accounting reports, and
 - j) Assist the Investor with primary depository bank selection.

4. The Investor agrees to:

- a) Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto,
- b) Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections,
- c) Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information,
- d) Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor, and
- e) Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.

5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any financial institution or broker/dealer, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian or safekeeping agent. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.

6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto shall become due and payable at the end of each calendar quarter in which such expenses are incurred.

7. This Agreement shall remain in effect until December 31, 2018, with the option of the Investor to extend this Agreement in additional one or two year increments. Provided, however, the Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor as soon as practicable. In addition, the parties hereto agree that upon termination of this Agreement the

Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and take action with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. Investor acknowledges that:

- 1) ____ Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) ____ Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3) X Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, it, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and Advisor for the purposes and the consideration herein specified. Acceptance will be indicated with the return of one executed copy to Advisor.

Respectfully submitted,



Richard G. Long, Jr.
Manager, Valley View Consulting, L.L.C.

This agreement is hereby agreed to and executed on behalf of City of Texarkana, Texas.

By _____
City of Texarkana

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its annual fee will 0.06% (six basis points) of average Book Value

The applicable portion of said fee shall be due and payable at the end of each investment quarter.

Should the Investor issue debt and select a bond proceeds investment strategy that incorporates a flexible repurchase agreement or other structured investment, fees will be determined by any applicable I.R.S. guidelines and industry standards.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled occasional meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by Advisor in the performance of its duties shall be disclosed to the Investor.

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:

City of Texarkana, Texas

Version: A

Update Date: 11/29/2016 11:43 AM

Briefing Sheet

Lead Department: Public Works Department **Action Officer:** Kyle Dooley
Subject: Resolution No. 2016-132 approving and authorizing the City Manager to enter into an agreement with Waste Management of Texas, Inc. for refuse collection.
Briefing: 12/12/2016 **Public Hearing:** 11/28/2016 **Second Briefing:** December 12, 2016 **Council Vote:** 1/9/2017

Item ScheduleSchedule 1: Brief twice - vote once (six weeks)**Updates/History of Briefing:**

During the Public Hearing at the City Council meeting on 11/28/2016, Councilmember Veal-Gooch asked staff to share with Council a history of the recent refuse collection contracts and what the residential rates during that time has been. This timeline has been added as 2016-132 ATTH 04 in the briefing packet and has been emailed to all Councilmembers. Also, Ms. Mary Bruce had a question about larger items that could not fit in the trash bins. She wanted to know if there was a certain time that these items could be picked up. Staff explained that the bulky waste pickup service is the service that Ms. Bruce could utilize to get these items picked up. This service is provided once per week with the regular trash pickup for items up to one cubic yard in size.

Executive Summary and Background Information:

The city's refuse collection contract with Waste Management of Texas, Inc., expires on February 28, 2017. Council authorized the City Manager to enter into contract negotiations with Waste Management of Texas, Inc., through Resolution 2016-085.

Staff has negotiated and is recommending approval of a 5 year agreement with Waste Management of Texas, Inc. The proposed agreement would start on March 1, 2017. All services provided by Waste Management in the current contract are provided for in the proposed agreement.

As part of the proposed agreement, the City will receive 250 free haul offs of 30 yard roll-off bins annually to be used for our demolition program, neighborhood clean-ups, or other city projects. If all 250 annual hauls were used, at \$314.59 per haul off, the City could possibly avoid approximately \$78,000 in cost. Over the past year, our demolition program alone has used approximately 150 haul offs.

Another part of the proposed agreement deals with the special grit waste container that TWU uses at the South Stateline Waste Treatment Plant. Currently, there is a \$133.32 per month rental charge for that container. With the proposed agreement, there is no fee for that container.

Also, as part of the proposed agreement, the City will have cost savings of \$150,000 annually on the curbside bulky waste collection service. The cost for this bulky waste pickup service was added through an amendment to the current contract in 2010. The cost for this service was \$12,500 per month and, as per the amendment, had been directly billed to the City for the past six years. The

City of Texarkana, Texas

bulky waste collection service is still provided in the proposed agreement, but the service cost is not planned to be funded through the General Fund. All costs of refuse collection have now been included in the proposed rates.

Residential rates would see an increase as part of the proposed agreement. The residential rate is currently \$17.35 per month and is proposed to go to \$17.85 per month in the new agreement. This would be a \$0.50 increase per month, or \$6.00 per year, additional cost to residential customers. The commercial rates would also see a small increase with the proposed agreement. Since commercial pickup has so many options, staff has included a current and proposed rate sheet for comparison.

Potential Options:

- Approve City Manager to enter into an agreement with Waste Management of Texas, Inc., for refuse collection.
- Do not approve City Manager to enter into an agreement with Waste Management of Texas, Inc., for refuse collection.

Fiscal Implications:

Please see the current and proposed residential and commercial rate sheets.

Staff Recommendation:

Staff recommends approval.

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2016-132 RES Authorizing City Manager to enter into a contract with Waste Management (DOC)
- b. 2016-132 ATTH 01 WM Proposed Agreement (DOC)
- c. 2016-132 ATTH 02 Texarkana Current Residential and Commercial Rates (PDF)
- d. 2016-132 ATTH 03 Texarkana Proposed Residential and Commercial Rates (PDF)
- e. 2016-132 ATTH 04 Timeline of Services for Texarkana Municipal Solid Waste Contracts (DOCX)
- f. 2016-132 Goals & Perspectives (DOCX)

Staff Coordination

Public Works Department
Completed

Kyle Dooley
11/03/2016 2:03 PM

Department Head Review

City of Texarkana, Texas

Finance Department	Kristin Peeples	Finance Review	Completed	11/03/2016
2:13 PM				
Purchasing and Contracting		Sharon Moore	Purchasing Review	
	Completed	11/03/2016 3:49 PM		
Assistant City Manager		Shirley Jaster	Assistant City Manager	
Review	Completed	11/03/2016 4:18 PM		
Public Information Officer		Lisa Thompson	PIO Review	Completed
	11/08/2016 4:26 PM			
City Manager	John Whitson	City Manager Review	Completed	11/09/2016
4:51 PM				
City Council	Jennifer Evans	Meeting	Completed	11/14/2016
6:00 PM				

Meeting History

11/14/16	City Council	MOVED FORWARD	Next: 11/28/16
----------	--------------	---------------	----------------

RESOLUTION NO. 2016 – 132

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH WASTE MANAGEMENT OF TEXAS, INC., FOR REFUSE COLLECTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 125-01 authorized the City Manager to enter into an agreement with Waste Management for refuse collection; and

WHEREAS, the term on the current refuse collection contract with Waste Management of Texas, Inc., signed on May 26, 2001, ends on February 28, 2017.

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

SECTION 1: That the agreement between the City of Texarkana, Texas, and Waste Management of Texas, Inc. for refuse collection for the City be and is hereby approved. A copy of said agreement is attached hereto and incorporated herein as “**ATTH 01**”.

SECTION 2: That the City Manager be and is hereby authorized to enter into an agreement with Waste Management of Texas, Inc. for refuse collection for the City.

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

PASSED AND APPROVED in Regular Council Session on this the **28th day of November, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

EXHIBIT "A"**MUNICIPAL SOLID WASTE COLLECTION
AND TRANSPORTATION AGREEMENT****(Residential/Polycarts, Commercial, Industrial and Recycling)**

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the ____ day of _____, 2016, between the City of Texarkana, Texas ("City"), a municipal corporation, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

WITNESSETH:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future boundary limits of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future boundary limits of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Bag:** An "Approved green waste bag" (defined in City's Code of Ordinances, sec. 22-1), as approved by the City water utilities compost facility, means a nonplastic biodegradable bag with a typical capacity of 33 gallons.
- 1.02. **Bulky Waste:** White Goods, furniture, bundled brush greater than four (4) feet in length or four (4) inches in diameter, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.03. **City:** The City of Texarkana, Texas.
- 1.04. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and

other non-manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.

- 1.05. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.06. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.07. **Commercial Service Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- 1.08. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.09. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.10. **Container:** An “Approved green waste container or can” (defined in City’s Code of Ordinances, sec. 22-1), which shall have suitable handles on the Container and a capacity of not more than 50 gallons or 50 pounds when full.
- 1.11. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.12. **Contractor:** Waste Management of Texas, Inc.
- 1.13. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.14. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.15. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.16. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.17. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable

waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

- 1.18. **Greenwaste or Yard Waste:** grass or weed clippings, leaves, plant clippings, stock and limbs not over 4 inches in diameter or exceeding 4 feet in length, and specifically excluding debris resulting from the services of a Commercial Service Provider.
- 1.19. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.20. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.21. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.22. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland, nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.23. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.24. **Non-Recyclables:** Any materials in the Single Stream Materials that are not Recyclables as set forth in Schedule B.
- 1.25. **Recyclable Cart:** A rubber-wheeled receptacle with a maximum capacity of 60 - 65 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated recyclable collection systems, and having a tight fitting lid capable of preventing entrance into the container by small

animals.

- 1.26. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.27. **Refuse:** Same as Rubbish.
- 1.28. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families, or an apartment complex comprising 7 or fewer units. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. Any condominium or apartment complex that uses Dumpsters rather than Polycarts shall be considered a Commercial Unit.
- 1.29. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.30. **Residue or Residual:** Material that cannot be safely or effectively processed; material that, after processing, cannot be effectively marketed for sale in its current state; and/or Non-Recyclables, each of which will be disposed.
- 1.31. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.32. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).
- 1.33. **Single Stream Materials:** The materials placed by Customers in their

Recyclable Carts.

- 1.34. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
- a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the applicable state or federal agency, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or
 - d) Unacceptable Waste.
- 1.35. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste."
- 1.36. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.37. **Unacceptable Waste:** Any waste, the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or

facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

- 1.38. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, or placed outside a Polycart, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service, or any Waste that overfills or exceeds the tonnage limit for the Dumpster or Roll-off Bin.
- 1.39. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.
- 1.40. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the boundary limits of the City to conduct business for the purpose of collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, Commercial Units, and Industrial Units, subject to the terms hereof, including any alteration and extension of said boundary limits after the Commencement Date.

3. TERM:

The term of this Agreement shall commence March 1, 2017 ("Commencement Date"), and continue to remain in full force and effect for a period of five (5) years ending on February 28, 2022. The initial 5-year term shall automatically be extended for successive additional 5-year terms unless either party notifies the other party in writing, not less than one (1) year prior to the expiration of the initial 5-year term or any successive five year term, of its intention to terminate this Agreement. Any such written notice shall be served by certified mail, return receipt requested. Within thirty (30) days following completion of the third year of this Agreement, the parties shall initiate a meeting with one another to review performance data, effectiveness of Customer education, and other issues identified by either Contractor or City prior to such meeting.

4. RATES:

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. CONTRACTOR SERVICES:

5.01. Residential Collection

(a) Residential/Commercial Hand Collect Collection:

- (i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement.
- (ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.
- (iii) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.
- (iv) Notwithstanding any provision in this Agreement to the contrary, consistent with Section 22 of City's Code of Ordinances, Contractor shall collect Waste placed in a plastic bag and placed at curbside not to exceed 10 bags per collection at each Residential Unit beginning on the day after Christmas and for the next 6 days thereafter.

- (b) Bulky Waste Collection: Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste. Contractor agrees to collect up to, but not to exceed, one (1) cubic yard of Bulky Waste per week from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, which will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

- (c) **Greenwaste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Greenwaste. All limbs shall be cut into lengths not exceeding 4 feet and shall be securely tied into bundles not to exceed 40 pounds. Leaves, grass, and trimmings must be placed in a Bag or Container. Contractor has no obligation to collect any Greenwaste not properly bagged, bundled, or placed in a Container. Contractor agrees to tag and date improperly placed Greenwaste to notify the resident as to the proper method of setting out Greenwaste. If resident fails to dispose of or properly bundle, bag or contain such material within 10 days of notice, Contractor will refer the matter to the City as a violation of the City's Code of Ordinances. Contractor shall deliver the Greenwaste to the City's facility on South State Line Avenue for composting so long as that facility remains operational.

Greenwaste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, which will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

- (d) **Recyclable Collection:** Contractor shall provide once per week collection of Recyclables placed in Recyclable Carts from Residential Units. The specifications for Recyclable Materials and list of Recyclable Materials that are acceptable for collection are set forth in Schedule B attached hereto and incorporated by reference. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the Waste generated at that residence.
- (e) **Carts:**
- (i) Contractor shall provide one (1) Polycart and one (1) Recycling Cart (collectively, the "Carts") to each Residential Unit. Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City may aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.
 - (ii) Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, (ii) any Residential Waste

from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.

- (iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Additional Carts will be available for residential Customers at an additional charge set forth in Schedule A attached hereto. Any Cart removed from a Residential Unit shall be deemed lost. If a Cart is damaged from normal wear and tear or from Contractor's handling of the equipment, Contractor agrees to replace such Cart with a replacement Cart at no cost. City shall have neither responsibility nor liability to Contractor for any loss or damage to the Carts. Nothing shall prevent Contractor from recouping the cost of any lost Cart directly from a responsible person. Contractor shall have no obligation to replace a lost Cart unless Customer requests and pays for a new Cart prior to Contractor's delivery of the replacement Cart.

- 5.02. **Commercial and Industrial Collection:** Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into individual contracts with Contractor, subject to the terms of this Agreement. The rates that Commercial and Industrial Customers will be charged are set forth in Schedule A. Commercial and Industrial Customers shall not move, alter, or overfill, or allow any third parties to do so, the Dumpsters, Roll-Off Bins or Compactors. Contractor has the right to assess overage charges due to Customer's overfilling the waste equipment.

Contractor will provide, upon a Commercial or Industrial Unit Customer's request, (a) rubber tire casters for containers (4-yard container maximum size), and/or (b) collection of Dumpsters or Roll-Off Bins on days other than regularly scheduled collection days. Contractor shall communicate these charges and services to the Texarkana Water Utilities (TWU), who shall include the charges in the invoices to such Customers.

Contractor has the right to offer Commercial and Industrial Unit Customers Recyclables collection, but Contractor is not obligated to do.

5.03. **Recyclables Collection.**

(a) City shall not divert, retract, or withdraw, or discontinue collection of any material listed as a Recyclable in Schedule B unless City and Contractor mutually agree to such action. City and Contractor shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the list of acceptable Recyclables in Schedule B will require the parties' mutual agreement. Contractor shall be entitled to all proceeds from Recyclables as additional consideration to offset the expenses associated with recycling collection.

(b) Contractor or the recycling facility may reject a load of Recyclables if it contains Residue or Unacceptable Waste, and in such case, the load will be disposed.

(c) Contractor makes no representations as to the marketability of the Recyclables and may dispose of Recyclables when no reasonable commercial market exists. Contractor shall provide City with written notice no more than 20 days after the decision is made to begin disposing of a Recyclable due to market conditions along with information and/or documentation substantiating such decision. Should no commercially reasonable available market for a Recyclable exist, such Recyclable shall be classified as a Non-Recyclable until such time as a commercially reasonable available market exists. Contractor reserves the right to add or delete materials from the list of Recyclables based upon changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in laws, rules, regulations, or ordinances, or changes in the enforcement thereof, and Contractor will provide written notice of any such change to the City.

(d) Contractor shall work with City to develop a Recyclables Collection plan for apartment complexes and commercial businesses and shall present its draft plan at the meeting described in section 3 of this Agreement. Neither party has the obligation to implement such a plan unless mutually agreed in writing.

5.04. **Unusual Accumulations Collection:** Contractor shall have no obligation to collect Unusual Accumulations, and may assess an overage charge for the collection of any Unusual Accumulations. Contractor has the right to take photographic evidence of Unusual Accumulations.

5.05. **Special Waste:** Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or

increased concern for worker safety or environmental protection occasioned by the material.

5.06. **Unacceptable Waste:** Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

5.07 **Customer Education:** At no charge to City, Contractor, in its discretion, shall cooperate with the City, where and when practical, to educate Customers encouraging and promoting proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

Commented [MR1]: Added language consistent with obligations on page 17.

5.08 **Additional Services:** Contractor agrees to provide the following equipment and services to the City on an annual basis at no charge to the City:

(i) Contractor will provide up to three (3) eight-yard front end load Dumpsters to the City free of charge during City sponsored annual softball and baseball tournaments. Contractor will provide daily service of these three Dumpsters, as needed, during those tournaments at no charge to the City.

(ii) Contractor will provide Recyclables Cart(s) as necessary and requested by City, and collection service at City-owned facilities:

(iii) Contractor will provide the City with 250, 30-yard Roll-Off Bin hauls annually for house demolition, neighborhood clean-ups, or other City projects.

(iv) Contractor will provide one 20-yard container to the Texarkana Water Utilities (TWU). The container will be located at the South Stateline waste treatment plant and will be used to dispose of special grit waste. Contractor will provide up to ten (10) hauls of this container annually free of charge so long as the haul does not exceed a ton (10) ton maximum weight per haul. For any hauls exceeding the 10 designated free hauls annually, TWU agrees to pay the then current haul rate according to Schedule A. TWU will be required to meet all Contractor requirements to properly profile the waste, including analytical or lab associated fees. If TWU fails to comply with this paragraph, Contractor has the right to cease providing a container to TWU and this paragraph will become void.

(v) There shall be no disposal charge to residents of Texarkana, Texas who self-haul Bulky Waste generated at their residence to New Boston Landfill for disposal. Fees shall be charged for disposal of construction or remodeling waste.

Contractor shall have the right to verify the resident's current address within the City limits.

(vi) If all of the services set out in subsections (i) through (v) above are not used by the City during any given year, the free services cannot be carried over and applied to the next year or any year thereafter.

Commented [MR2]: WMTX requires re-insertion language.

6. COLLECTION OPERATION:

- 6.01. **Hours of Operation:** Collections shall be made during the hours agreed to by the parties, subject to future reasonable modifications agreed to by both parties. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor.
- 6.02. **Routes of Collection:** Collection routes shall be established by the Contractor as reasonably approved by City. City shall provide Contractor with maps of the City containing sufficient detail for Contractor to design collection routes. Contractor shall provide to the City route maps for approval by the City, which approval shall not be unreasonably withheld.
- 6.03. **Holidays:** The following shall be holidays for purposes of this Agreement:

Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

- 6.04. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to properly set out such Waste.
- 6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport

garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such danger and the inability to make collection because of such danger.
- 6.09. **Protection From Scattering:** Each vehicle shall be equipped with a cover which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.
- 6.10. **Point of Contact:** All dealings and contacts between Contractor and the City shall be directed between the Manager for Public Sector Solutions for Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the City

and the State, and shall maintain same in full force and effect.

8. BILLING:

(a) City shall provide billing and bill collection services to all Residential Units during the term of this Agreement. City shall provide billing and bill collection services for all Commercial and Industrial Units that use Dumpsters or Polycarts for waste or recycling services. Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units that use Roll-Off Bins and/or Compactors for collection of waste.

Within 30 days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement to Residential Units and Commercial and Industrial Units that receive services using Dumpsters or Polycarts. City shall pay Contractor's invoices for services provided to Residential Unit and Commercial Customers within thirty (30) days after City's receipt of invoice. All past due invoices shall bear interest as allowed by law.

Contractor shall invoice directly those Commercial Units and Industrial Units that use Roll-Off Bins and Compactors. Contractor shall require payment of such invoices within thirty (30) days after receipt of invoice by the Customer, with past due invoices bearing interest as allowed by law.

(b) The City shall notify Contractor in writing of any Residential Unit, Commercial Unit, or Industrial Unit Customer that has failed to pay the City for waste collection services, and Contractor shall have the right to suspend service to such Customer until notified by the City to resume such services. Contractor shall have the right to suspend service to any Commercial Unit or Industrial Unit that uses Roll-Off Bins or Compactors that is delinquent in payment to Contractor. If Contractor suspends service to a Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

(c) The City shall be entitled to receive a ten percent (10%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder. The City shall retain the Franchise Fee prior to payment of Contractor's invoices based on payments actually received by the City. Contractor shall pay the City its ten percent (10%) Franchise Fee based on payments actually received from Commercial and Industrial Unit Customers that Contractor direct bills for Roll-Off Bin services. Contractor shall pay the fee to the City within 45 days after the last day of the month of Contractor's actual receipt of such monies. Contractor's rates on Schedule A include the City's ten percent (10%) franchise fee.

9. MODIFICATION TO RATES

9.01 **CPI Adjustment**: Base Rates charged by Contractor for services will remain fixed

as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until September 30, 2017. Commencing on October 1, 2017, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the twelve months preceding the index published in May 2017 and each May thereafter. In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

9.02 Fuel Adjustment: Contractor shall calculate the percentage of change in the cost of diesel fuel during the prior 12 month period beginning May 1, 2017, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast, published on the last Monday of each April ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. Contractor shall calculate the percentage of change in the price of diesel fuel between (i) the average price of diesel fuel from the aforesaid website published for the last Monday of April of the then immediately prior year (the "Initial Fuel Base") and (ii) the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of April of the current year (the average being calculated by adding together the weekly fuel price for each of the 52 prior weeks, divided by 52) (the "Current Fuel Base"). The Initial Fuel Base that will be used and that will take effect on the date this Amendment is signed shall be \$2.20 per gallon. The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 14%, and the product thereof shall be the "Fuel Adjustment Component." The Fuel Adjustment Component and the CPI component shall be (i) added together, and (ii) then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing January 1 of the current Contract Year. (Example: If the price of diesel fuel on the last Monday of April of any given year is \$2.50, and the average price of fuel over the next 52 weeks is \$2.75, the difference of 25 cents is an increase of 10%. That 10% increase is then multiplied by 14 percent, which equals 1.4%. The fuel adjustment feature of the rate adjustment will be 1.4%, which is then added to the CPI portion of the index to get the final annual rate adjustment).

9.03 Additional Adjustments: Contractor may request an increase in Base Rates from time to time during the term of this Agreement, upon giving at least thirty (30) days' written notice to the City, to offset a change in condition that is outside of Contractor's control, and that increases the Contractor's costs, such as a change in federal, state or local laws, rules, regulations, or ordinances. Simultaneously with the notice, Contractor shall submit to the City documentation substantiating the increase required by the federal, state or law, rule, regulation or ordinance. Contractor agrees that in the event it seeks to secure an increase in fees based on the provisions of this paragraph, the City shall have a

review period of thirty (30) days following receipt of both the notice and substantiating documentation to either approve or object to said increase in fees. If the City objects to said increase in fees within the thirty (30) day review period, then City and Contractor will negotiate in good faith for a period of thirty (30) days in an attempt to reach a resolution satisfactory to both City and Contractor. If, however, a resolution satisfactory to both City and Contractor is not reached, either City or Contractor shall have the right to deem the matter a disagreement for purposes of mediation as described in paragraph 17 of this Agreement, and any requested increase in Base Rates shall not go into effect until after a final decision is reached through mediation or court order, as applicable.

10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count that will receive Contractor services). Contractor has the right to rely upon the total house count, and will use the monthly Residential Unit total in its next invoice to the City as set forth in Section 8. Any errors in the house count numbers provided by the City are deemed waived and any claim arising therefrom released by the City if not corrected by the City within 180 days of month in which the improper house count information was delivered by the City to Contractor. Contractor has the right to confirm the City's house count, but is not obligated to do so;
- (c) The City shall timely pay Contractor pursuant to the terms of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall cooperate with Contractor, within the City's discretion as to where and when practical, to educate Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by

and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday and any other day that is a makeup collection day.

13. ENFORCEMENT AGAINST THIRD PARTIES:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of Costs owed to Contractor by Commercial Unit and Industrial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City. Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. LANDFILL CAPACITY:

During the term of this Agreement, Contractor shall have and maintain at all times adequate disposal capacity for the City's needs.

16. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party

may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. The parties shall agree to choose a mediator credentialed by the Texas Mediator Credentialing Association. Each party shall bear its own costs incurred arising from the mediation proceeding and shall equally share responsibility for compensating the mediator. If the parties remain unable to resolve the controversy through mediation, then either party may pursue its claim, dispute, disagreement or controversy in court.

18. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval, through no fault of Contractor, which is essential to the operation of Contractor; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or

(ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se, such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability- Property Damage	\$500,000	

20. INDEMNITY:

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall defend or contest any such claim or demand. The Contractor may defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand with ordinary care and in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order or judgment of any court to pay any sum arising from the subject matter of the suit.

21. OWNERSHIP:

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

22. SEVERABILITY:

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

23. PRIOR AGREEMENTS:

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein, and upon the Commencement Date supersedes all prior agreements between the parties. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly approved by resolution of the City Council of the City of Texarkana, Texas, and executed by all parties hereto.

24. RECORDS:

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party. On a monthly basis, Contractor shall provide City with

mutually agreed upon performance data in electronic format for services performed under this Agreement.

25. CHOICE OF LAW; VENUE; GOVERNMENTAL IMMUNITY; LIMITATION ON DAMAGES:

This Agreement shall be construed in accordance with the laws of the State of Texas. In the event suit is filed by either party as a result of the performance or non-performance of the terms set forth in this Agreement, the prevailing party shall recover its attorney fees that are equitable and just and court costs. Venue of any such action shall be in Bowie County, Texas. Notwithstanding anything contained herein, nothing in this Agreement shall be construed to waive City's governmental immunity. Contractor expressly agrees that any action by Contractor against City for damages shall be limited to the following: (i) the balance due and owed by City to Contractor under this Agreement and any amendments thereto, and any amount owed as compensation for the increased cost to perform the work as a direct result of City-caused delays; (ii) the amount owed for additional work Contractor is directed to perform by City in connection with this Agreement; and (iii) interest as allowed by law, including interest as calculated under Chapter 2251, Texas Government Code. Contractor expressly agrees that any action by Contractor against City for damages shall not include consequential damages, except as expressly allowed above, and exemplary damages. This limitation of damages shall not impair either party from seeking specific performance or injunctive relief.

26. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed to the intended addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, e-mail, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default or termination notice under this agreement must be both faxed and mailed by Certified Mail, Return Receipt Requested to the other party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at: City of Texarkana, Texas
 220 Texas Blvd P. O. Box 1967
 Texarkana, Texas 75501 Texarkana, Texas 75504
 Fax 903-798-3448
 ATTN: City Manager

with a copy to: Atchley, Russell, Waldrop & Hlavinka, L.L.P.
 1710 Moores Lane
 Texarkana, Texas 75503
 Fax 903-792-5801
 ATTN: City Attorney

If to the Contractor at: Waste Management of Texas, Inc.
 520 E. Corporate Dr., Suite 100
 Lewisville, Texas 75067
 Fax (866) 281-0559

with a copy to: Waste Management
 9708 Giles
 Austin, TX 78754
 Fax (512) 272 6289
 Attn: Senior Legal Counsel; and

 CT Corporation System
 350 North St. Paul Street
 Dallas, Texas 75201

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

27. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

28. DISASTER OR STORM EVENT SERVICES

For purposes of the Agreement, “**Disaster or Storm Event**” shall mean an event, such as a tornado, hurricane, wildfire, ice or hail storm, war, riot, act of terrorism, or other Act of God that results in (a) the generation of higher than normal volumes of Bulky Waste, Solid Waste, or Greenwaste by Residential Units, Commercial Units, or Industrial Units and that (b) requires additional equipment, manpower, or resources from Contractor beyond that which is intended and included within this Agreement. “**Disaster or Storm Debris**” shall mean debris, such as Bulky Waste, Solid Waste, or Greenwaste generated by or at Residential Units, Commercial

Units, or Industrial Units as a direct result of a Disaster or Storm Event and that require collection and disposal and/or handling. This Agreement excludes the collection, handling, or disposal of Disaster or Storm Debris by Contractor. The City has the right to contract with any contractor or entity of its choice, or as may be required by the Federal Emergency Management Agency, to provide Disaster or Storm Debris services within the City. Contractor may offer to provide Disaster or Storm Debris collection services and rates to the City, but the City is under no obligation to accept Contractor's proposal.

CITY:

CITY OF TEXARKANA, TEXAS

 BY: John A. Whitson, ICMA-CM
 City Manager

CONTRACTOR:

WASTE MANAGEMENT OF TEXAS, INC.

 BY: _____
 ITS: _____

ATTEST:

 Jennifer Evans, CAP
 City Secretary

APPROVED AS TO FORM:

 Jeffery C. Lewis, J.D.
 City Attorney

City of Texarkana, Texas
Schedule A

Effective March 1, 2017

RESIDENTIAL RATES (Includes 10% Franchise Fee)

Residential Rates	\$17.85
Extra Trash Cart	\$10.17

COMMERCIAL HAND COLLECT (Includes 10% Franchise Fee)

	1XWK	2XWK
Poly Cart-PU (1 Toter)	\$25.00	N/A
Poly Cart-PU (2 Toter)	\$42.00	N/A
Poly Cart-PU (3 toters)	\$59.00	N/A
Recycling PU (1 toter)	\$3.35	N/A

COMMERCIAL RATES (Includes 10% Franchise Fee)

Container Size / Type	FREQUENCY PER WEEK							EXTRA PU
	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	
2 Yard FEL Container	94.90	142.29	166.02	189.84	213.48	261.10	N/A	61.64
3 Yard FEL Container	113.85	170.89	199.28	227.85	256.25	313.22	N/A	73.98
4 Yard FEL Container	132.90	199.28	232.56	265.79	299.03	365.47	N/A	86.32
6 Yard FEL Container	172.62	260.46	301.31	345.20	389.19	473.92	N/A	112.13
8-Yard FEL Container	199.22	265.79	345.25	499.22	544.50	629.46	N/A	129.46

See Other Charges Or Notes Below

COMMERCIAL FRONT LOAD COMPACTORS* (Includes 10% Franchise Fee)

Size	1x	2x	3x	4x	5x	6x	7x	XPU
96-Gallon Toter (RECYCLE)	\$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6-Yard FEL Cardboard Recycle	\$53.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Cardboard Recycle	\$64.38	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	\$232.68	\$465.36	\$698.03	\$930.72	\$1,163.40	\$1,396.08	N/A	N/A
6Yard FEL Compactor	\$274.38	\$548.78	\$823.16	\$1,097.55	\$1,371.93	\$1,646.31	N/A	N/A
8 Yard FEL Compactor	\$315.55	\$631.08	\$946.63	\$1,262.16	\$1,577.71	\$1,893.25	N/A	N/A

See Other Charges Or Notes Below

ROLL-OFF RATES (Includes 10% Franchise Fee)

Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull + Disp)	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$290.38	\$36.30
25 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$290.38	\$36.30
30 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$314.59	\$36.30
40 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$338.79	\$36.30
30 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$314.59	\$36.30
33 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
34 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
35 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
40 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
42 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
TRIP CHARGE RATE:			N/A			

NOTES

All Residents must set up any new services through the Texarkana Water Utilities by calling (903) 798-3812.
 Additional services or equipment, such as casters, lock bars, extra pick-ups may be charged at reasonable rates. A lock bar is currently charged at \$75.00.
 Charge for lost or stolen cart \$70. No charge for a damaged cart that is returned to Contractor for a Replacement Cart.

**SCHEDULE B
RECYCLABLES SPECIFICATIONS**

RECYCLABLES shall be loose, not bagged, and include the following:

Aluminum food and beverage containers - empty	All other office paper without wax liners
Ferrous (Iron, steel, tin) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) – empty
Mixed Rigid Plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Magazines, glossy inserts and pamphlets
Old corrugated cardboard containers/boxes/sheets	Cereal boxes; detergent, gift and snack boxes
Catalogs, Printer paper, Copier paper, telephone books, mail	Aseptic gable-top milk and juice cartons
	Rigid Plastics (unnumbered) such as milk/soda crates, plastic buckets, plastic laundry baskets, etc. that fit into the Polycart and are no more than 30” long and no more than 10 pounds each

All materials not specifically listed above as Recyclables are Non-Recyclables.

RECYCLABLES do NOT include the following:

Bagged materials (even if containing Recyclables)	Glass (clear, brown, green or any other color)
Mirrors	Window or auto glass
Light Bulbs, microwave trays	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Wire/metal hangers
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Household items such as cooking pots, toasters, etc.
Glass cookware/bakeware	Wet fiber
Flexible packaging and multi-laminated materials	Fiber containing, or that has been in contact with, food debris or other contaminating material
Excluded Materials	Tissues, paper towels or other material that has been in contact with food
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.
Household metal cooking pots, pans, and utensils which are no more than 30 inches long and not more than 50 pounds each	

MUNICIPAL SOLID WASTE COLLECTION AND TRANSPORTATION AGREEMENT

(Residential/Polycarts, Commercial, Industrial and Recycling)

This Municipal Solid Waste Collection and Transportation Agreement (this "Agreement") is entered into as of the ____ day of _____, 2016, between the City of Texarkana, Texas ("City"), a municipal corporation, and Waste Management of Texas, Inc. ("Contractor"), a Texas corporation, acting by and through its duly authorized representative.

W I T N E S S E T H:

WHEREAS, City desires to grant to Contractor the exclusive right to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future boundary limits streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement; and

WHEREAS, Contractor desires to operate and maintain the service of collection and transportation of residential, commercial and industrial garbage and trash, and residential recycling, over, upon, along and across the present and future boundary limits streets, alleys, bridges, and public properties of the City, subject to the terms of this Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the parties hereto agree as follows:

1. DEFINITIONS:

- 1.01. **Bag:** An "Approved green waste bag" (defined in City's Code of Ordinances, sec. 22-1), as approved by the City water utilities compost facility, means a nonplastic biodegradable bag with a typical capacity of 33 gallons.
- 1.02. **Bulky Waste:** White Goods, furniture, bundled brush greater than four (4) feet in length or four (4) inches in diameter, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit and whose large size precludes or complicates its handling by normal solid waste collection, processing or disposal methods.
- 1.03. **City:** The City of Texarkana, Texas.
- 1.04. **Commercial Unit:** All commercial businesses and establishments, including, but not limited to, stores, offices, restaurants, warehouses, and other non-manufacturing facilities, premises, locations or entities, public or

private, within the corporate limits of the City.

- 1.05. **Commercial Hand Collect Unit:** A retail or light commercial type of business, which generates no more than one (1) cubic yard of Solid Waste per week.
- 1.06. **Commercial Waste:** All types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste and Industrial Waste.
- 1.07. **Commercial Service Provider:** A commercial business enterprise or commercial service provider providing services to Residential Units.
- 1.08. **Compactor:** Any container, regardless of size, which has a compaction mechanism, whether stationary or mobile.
- 1.09. **Construction and Demolition Debris:** Waste building materials resulting from construction, remodeling, repair, or demolition operations that are directly or indirectly the by-products of construction work or that result from demolition of buildings or other structures, but specifically excluding inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar materials.
- 1.10. **Container:** An “Approved green waste container or can” (~~as~~ defined in ~~the City’s~~ Code of Ordinances, ~~section~~ 22-1), which shall have suitable handles on the Container and a capacity of not more than 50 gallons or 50 pounds when full.
- 1.11. **Contract Administrator:** That person, or his designee, designated by the City to administer and monitor the provisions of this Agreement.
- 1.12. **Contractor:** Waste Management of Texas, Inc.
- 1.13. **Customer:** The owner or tenant of a Residential Unit, Commercial Unit and/or Industrial Unit, as the case may be, located within the City, and identified by the City as being eligible for and in need of the services provided by the Contractor under this Agreement.
- 1.14. **Dead Animals:** Animals or portions thereof that have expired from any cause except those slaughtered or killed for human use.
- 1.15. **Disposal Site:** A duly permitted sanitary landfill selected by Contractor.
- 1.16. **Dumpster:** Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial Units or Industrial Units.
- 1.17. **Garbage:** Solid Waste consisting of putrescible or animal and vegetable waste materials resulting from the handling, preparation, cooking, and

consumption of food, including waste materials from markets, storage facilities, handling and sale of produce and other food products, and all Dead Animals of less than ten pounds (10 lbs.) in weight, except those slaughtered for human consumption.

- 1.18. **Greenwaste or Yard Waste:** grass or weed clippings, leaves, plant clippings, stock and limbs not over 4 inches in diameter or exceeding 4 feet in length, and specifically excluding debris resulting from the services of a Commercial Service Provider.
- 1.19. **Hazardous Waste:** Any Solid Waste identified or listed as a hazardous waste by the administrator of the Environmental Protection Agency under the Federal Solid Waste Disposal Act as amended by RCRA, 42 U.S.C. §6901, *et. seq.*, as amended.
- 1.20. **Industrial Unit:** All industrial businesses and establishments, including manufacturing facilities, premises, locations or entities, public or private, within the corporate limits of the City.
- 1.21. **Industrial Waste:** Solid Waste resulting from or incidental to any process of industry or manufacturing, or mining or agricultural operations.
- 1.22. **Medical Waste.** Waste generated by health care related facilities and associated with health care activities, not including Garbage or Rubbish generated from offices, kitchens, or other non-health-care activities. The term includes Special Waste from health care-related facilities which is comprised of animal waste, bulk blood and blood products, microbiological waste, pathological waste, and sharps as those terms are defined in 25 TAC §1.132 (relating to Definitions). The term does not include medical waste produced on farmland and ranchland ~~as defined in Agricultural Code, §252.001 (6) (Definitions Farmland or ranchland)~~, nor does the term include artificial, nonhuman materials removed from a patient and requested by the patient, including, but not limited to, orthopedic devices and breast implants.
- 1.23. **Polycart:** A rubber-wheeled receptacle with a maximum capacity of 90 - 96 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weight of a Polycart and its contents shall not exceed 175 lbs.
- 1.24. **Non-Recyclables:** Any materials in the Single Stream Materials that are not Recyclables as set forth in Schedule B.
- 1.25. **Recyclable Cart:** A rubber-wheeled receptacle with a maximum capacity of 60 - 65 gallons constructed of plastic, metal and/or fiberglass, designed for automated or semi-automated recyclable collection systems, and having

a tight fitting lid capable of preventing entrance into the container by small animals.

- 1.26. **Recyclable Material or Recyclables:** A material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material.
- 1.27. **Refuse:** Same as Rubbish.
- 1.28. **Residential Unit:** A residential dwelling within the service area of the City occupied by a person or group of persons comprising not more than four families, or an apartment complex comprising 7 or fewer units. ~~why~~ seven? A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit. Any condominium or apartment complex that uses Dumpsters rather than Polycarts shall be considered a Commercial Unit.
- 1.29. **Residential Waste:** All Refuse, Garbage and Rubbish and other Solid Waste generated by a Customer at a Residential Unit.
- 1.30. **Residue or Residual:** Material that cannot be safely or effectively processed; material that, after processing, cannot be effectively marketed for sale in its current state; and/or Non-Recyclables, each of which will be disposed.
- 1.31. **Roll-off Bin:** Container provided to a Commercial Unit or Industrial Unit by Contractor measuring 20, 30, or 40 cubic yards, intended for high-volume refuse generating Commercial Units or Industrial Units, and capable of pickup and transport to a Landfill by loading of container onto rear of transporting vehicle, but excluding a Compactor.
- 1.32. **Rubbish:** Nonputrescible Solid Waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that will not burn at ordinary incinerator temperatures

(1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).

- 1.33. **Single Stream Materials:** The materials placed by Customers in their Recyclable Carts.
- 1.34. **Solid Waste:** Garbage, Rubbish, Refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:
 - a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26;
 - b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement;
 - c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the applicable state or federal agency, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, §§6901 *et seq.*), or
 - d) Unacceptable Waste.
- 1.35. **Special Waste:** Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Texas law, rule or regulation as "Special Waste."
- 1.36. **Stable Matter:** All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.
- 1.37. **Unacceptable Waste:** Any waste, the acceptance and handling of which

by Contractor would cause a violation of any permit, condition, legal or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a danger to the health or safety of the public or Contractor's employees, including, but not limited to, Hazardous Waste, Special Waste (except as otherwise provided herein), untreated Medical Waste, Dead Animals weighing ten pounds (10 lbs.) or greater, solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit, soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements.

- 1.38. **Unusual Accumulations:** As to Residential Units, any Waste placed curbside for collection in excess of the volumes permitted by this Agreement, or placed outside a Polycart, and as to Commercial or Industrial Units, any Waste located outside the Dumpster, Roll-off Bin or Compactor regularly used for such collection service, or any Waste that overfills or exceeds the tonnage limit for the Dumpster or Roll-off Bin.
- 1.39. **Waste:** All Residential Waste, Commercial Waste, and Industrial Waste to be collected by Contractor pursuant to this Agreement. The term "Waste" specifically excludes Unacceptable Waste.
- 1.40. **White Goods:** Refrigerators which have CFCs removed by a certified technician, stoves and ranges, water heaters, freezers, swing sets, bicycles (without tires) scrap metal, copper, and other similar domestic and commercial large appliances.

2. GRANT OF EXCLUSIVE FRANCHISE:

Contractor is hereby granted the exclusive right and privilege within the boundary corporate limits of the City to conduct business for the purpose of collection and disposal of Waste, and collection of Recyclable Materials from Residential Units, Commercial Units, and Industrial Units, subject to the terms hereof, including any alteration and extension of said boundary limits after the Commencement Date ~~tracts, territories and areas hereafter annexed to or acquired by City.~~

3. TERM:

The term of this Agreement shall commence March 1, 2017 ("Commencement Date"), and continue to remain in full force and effect for a period of five (5) years ending on February 28, 2022. The initial 5-year term shall automatically be extended for successive additional 5-year terms unless either party notifies the other party in writing, not less than one (1) year prior to the expiration of the initial 5-year term or any successive five year term, of its intention to terminate this Agreement. Any such written notice shall be served by certified mail, return receipt requested. Within thirty (30) days following completion of the third year of this Agreement, the parties ~~Contractor~~ shall initiate a meeting with one another ~~City~~ to review

performance data, effectiveness of Customer education, and other issues identified by either Contractor or City prior to such meeting.

4. RATES:

Contractor is authorized to charge, and shall receive from the City, the rates set forth on Schedule "A" attached hereto and incorporated herein by reference ("Base Rates"). The Base Rates are subject to adjustment as set forth in Section 9 below.

5. CONTRACTOR SERVICES:

5.01. **Residential Collection**

(a) **Residential/Commercial Hand Collect Collection:**

- (i) Contractor shall collect Residential Waste generated at a Residential Unit and placed in that Residential Unit's Polycart one (1) time per week during the term of this Agreement.
- (ii) Contractor shall collect Commercial Waste placed in a Polycart from a Commercial Hand Collect Unit once per week.
- (iii) Construction Debris generated at a Residential Unit by a Commercial Service Provider shall be deemed Commercial Waste, and shall be collected pursuant to Section 5.03 below. Construction Debris generated at a Residential Unit by the owner or tenant of that Residential Unit, and not utilizing the services of a Commercial Service provided, shall be subject to the Bulky Waste limitations set forth in this Agreement.

(iv) Notwithstanding any provision in this Agreement to the contrary, consistent with Section 22 of City's Code of Ordinances, Contractor shall collect Waste placed in a plastic bag and placed at curbside not to exceed 10 bags per collection at each Residential Unit beginning on the day after Christmas and for the next 6 days thereafter during the Christmas holiday.

- (b) **Bulky Waste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Bulky Waste. Contractor agrees to collect up to, but not to exceed, one (1) cubic yard of Bulky Waste per week from each Residential Unit. Contractor shall have no obligation to collect any Bulky Waste in excess of the above volumes, or any Construction Debris produced by a Commercial Service Provider hired by a Customer and generated and located at that Residential Unit. Bulky Waste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location

agreed to by Contractor and Customer, ~~which that~~ will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

- (c) **Greenwaste Collection:** Contractor shall provide a once per week collection service to Residential Units for collection of Greenwaste. All limbs shall be cut into lengths not exceeding 4 feet and shall be securely tied into bundles not to exceed 40 pounds. Leaves, grass, and trimmings must be placed in ~~a Bag or Containers and may not exceed 40 pounds in weight.~~ Contractor has no obligation to collect any Greenwaste not properly bagged, ~~or~~ bundled, ~~or placed in a Container.~~ Contractor agrees to tag and date improperly placed Greenwaste to notify the resident as to the proper method of setting out Greenwaste. If resident fails to dispose of or properly bundle, ~~or bag~~ or contain such material within 10 days of notice, Contractor will refer the matter to the City as a violation of the City's Code of Ordinances. Contractor shall deliver the Greenwaste to the City's facility on South State Line Avenue for composting so long as that facility remains operational.

Greenwaste shall be placed within three (3) feet of the curb, swale, paved surface of the roadway, closest accessible roadway, or other location agreed to by Contractor and Customer, ~~which that~~ will provide safe and efficient accessibility to Contractor's collection crew and vehicle.

- (d) **Recyclable Collection:** Contractor shall provide once per week collection of Recyclables placed in Recyclable Carts from Residential Units. The specifications for Recyclable Materials and list of Recyclable Materials that are acceptable for collection are set forth in Schedule B attached hereto and incorporated by reference. Contractor shall not be required to collect any Recyclable Materials that are not placed in a Recycling Cart. In addition, Contractor shall not be required to collect Recyclable Materials if the Customer does not segregate the Recyclable Materials from the Waste generated at that residence.

(e) **Carts:**

- (i) Contractor shall provide one (1) Polycart and one (1) Recycling Cart (collectively, the "Carts") to each Residential Unit. Carts shall be placed by the Customer of a Residential Unit in a location that is readily accessible to Contractor and its collection equipment, not to exceed three (3) feet from the curb or edge of the travel portion of the street, road or alley, and not to be located in a manner that will block the driveway or mailbox or otherwise inhibit proper servicing. The City ~~may shall~~ aid Contractor in resolving problems of Cart location by the Customer. Customers shall not overload Carts, and the Carts shall be loaded such that the lids shall close securely.

- (ii) Contractor shall not be required to collect (i) any Residential Waste that is not placed in a Polycart, (ii) any Residential Waste from a Polycart that is overloaded, or (iii) a Polycart that is not properly placed curbside.
- (iii) The Carts furnished by the Contractor hereunder shall remain the property of Contractor, and the Customer will have no interest in the Carts. The Carts shall remain at the location of the Residential Unit where delivered by Contractor. Additional Carts will be available for residential Customers at an additional charge set forth in Schedule A attached hereto. of \$9.78 per Cart per month. (is this total cost or is it a charge per month? Likely should be listed only in Schedule A). Any Cart removed from a Residential Unit shall be deemed lost. If a Cart is damaged from normal wear and tear or from Contractor's handling of the equipment, Contractor agrees to replace such Cart with a replacement Cart at no cost. City shall have neither responsibility nor liability to Contractor for any loss or damage to the Carts. Nothing shall prevent Contractor from recouping the cost of any lost Cart directly from a responsible person. The Customer shall be responsible for all other loss or damage to the Carts; City shall compensate Contractor \$70.00 for a replacement Polycart or Recycling Cart, and shall provide by ordinance the method by which costs or charges for lost, damaged, or additional carts are borne by the Customer. The city is not the customer, the residents and businesses are the customers. Financial recovery of lost carts should be a pursuit of the contractor with the actual customer. The city does not provide the carts, maintain the carts, or account for the carts. By ordinance we likely regulate placement of the carts for pick up by the contractor. If a Customer's Cart is lost, Customer shall promptly request and pay Contractor for a new Cart prior to Contractor's delivery of the replacement Cart. Contractor shall have no obligation to replace a lost Cart unless Customer requests and pays for a new Cart prior to Contractor's delivery of the replacement Cart.

- 5.02. **Commercial and Industrial Collection:** Contractor shall have the exclusive right to collect and transport Commercial Waste and Industrial Waste from the Commercial Units and Industrial Units, respectively, utilizing Dumpsters, Compactors or Roll Off Bins, at such frequency as shall be reasonably requested by such Commercial Unit Customer or Industrial Unit Customer. The Dumpster, Compactor or Roll Off Bin shall be located on a concrete pad to accommodate equipment and at a location reasonably acceptable to Contractor. Contractor may, at its sole option, require Commercial Customers and Industrial Customers to enter into

individual contracts with Contractor, subject to the terms of this Agreement. The rates that Commercial and Industrial Customers will be charged are set forth in Schedule A. Commercial and Industrial Customers shall not move, alter, or overfill, or allow any third parties to do so, the Dumpsters, Roll-Off Bins or Compactors. Contractor has the right to assess overage charges due to Customer's overfilling the waste equipment.

Contractor will provide, upon a Commercial or Industrial Unit Customer's request, (a) rubber tire casters for containers (4-yard container maximum size), and/or (b) collection of Dumpsters or Roll-Off Bins on days other than regularly scheduled collection days. Contractor shall communicate these charges and services to the Texarkana Water Utilities (TWU), who shall include the charges in the invoices to such Customers.

Contractor has the right to offer Commercial and Industrial Unit Customers Recyclables collection, but Contractor is not obligated to do.

5.03. **Recyclables Collection.**

(a) City shall not divert, retract, or withdraw, or discontinue collection of any material listed as a Recyclable in Schedule B unless City and Contractor mutually agree to such action. City and Contractor shall not allow scavenging of any Recyclables from the Single Stream Materials. Any additions to the list of acceptable Recyclables in Schedule B will require the parties' mutual agreement. Contractor shall be entitled to all proceeds from Recyclables as additional consideration to offset the expenses associated with recycling collection.

(b) Contractor or the recycling facility may reject a load of Recyclables if it contains Residue or Unacceptable Waste, and in such case, the load will be disposed.

(c) Contractor makes no representations as to the marketability of the Recyclables and may dispose of Recyclables when no reasonable commercial market exists. Contractor shall provide City with written notice no more than 20 days after the decision is made to begin disposing of a Recyclable due to market conditions along with information and/or documentation substantiating such decision. Should no commercially reasonable available market for a Recyclable exist, such Recyclable shall be classified as a Non-Recyclable until such time as a commercially reasonable available market exists. Contractor reserves the right to add or delete materials from the list of Recyclables based upon changes in market conditions, uncontrollable circumstances, governmental restraint, or changes in laws, rules, regulations, or ordinances, or changes in the enforcement thereof, and Contractor will provide written notice of any such change to the City.

(d) Contractor shall work with City to develop/~~implement~~ a Recyclables Collection ~~–plan for apartment complexes and commercial businesses for office use and shall present its draft plan at the meeting described in section 3 of this Agreement. Neither party has the obligation to implement such a plan unless mutually agreed in writing.~~

5.04. **Unusual Accumulations Collection**: Contractor shall have no obligation to collect Unusual Accumulations, and may assess an overage charge for the collection of any Unusual Accumulations. Contractor has the right to take photographic evidence of Unusual Accumulations.

5.05. **Special Waste**: Contractor is not required to accept, transport or manage any Special Waste, unless it is specifically identified in a written agreement between Contractor and Customer. Contractor may collect, and will have the right to impose, a surcharge for the transportation and disposal of Special Waste, depending on the quantities and any physical characteristics of the Special Waste and any special handling, regulatory compliance or increased concern for worker safety or environmental protection occasioned by the material.

5.06. **Unacceptable Waste**: Contractor shall not be obligated to collect Unacceptable Waste. Title to Unacceptable Waste shall not pass to Contractor, and liability for any unacceptable Waste shall remain with the generator of such Waste.

5.07 **Customer Education**: At no charge to City, Contractor, in its discretion, shall cooperate with the City, where and when practical, to educate Customers encouraging and promoting proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

Commented [MR1]: Added language consistent with obligations on page 17.

5.078 **-Additional Services**: Contractor agrees to provide the following equipment and services to the City on an annual basis at no charge to the City:

(i) Contractor will provide up to three (3) eight-yard front end load Dumpsters to the City free of charge during City sponsored annual softball and baseball tournaments. Contractor will provide daily service of these three Dumpsters, as needed, during those tournaments at no charge to the City.

(ii) Contractor will provide at least one Recyclables Cart(s) as necessary and requested by City, - specified below and collection service at the following City-owned facilities:

~~City Hall, 220 Texas Blvd. — 4 Carts — 4 Carts~~

(iv) Contractor will provide one 20-yard container to the Texarkana Water Utilities (TWU). The container will be located at the South Stateline waste treatment plant and will be used to dispose of special grit waste. ~~Contractor will charge the Texarkana Water Utilities (TWU) a \$133.32 per month rental charge for the container.~~ Contractor will provide up to ten (10) hauls of this container annually free of charge so long as the haul does not exceed a ton (10) ton maximum weight per haul. For any hauls exceeding the 10 designated free hauls annually, TWU agrees to pay the then current haul rate according to Schedule A. ~~The~~ TWU will be required to meet all Contractor requirements to properly profile the waste, including analytical or lab associated fees. If TWU fails to comply with this paragraph, Contractor has the right to cease providing a container to TWU and this paragraph will become void.

(v) There shall be no disposal charge to residents of Texarkana, Texas who self-haul Bulky Waste generated at their residence to New Boston Landfill for disposal. Fees shall be charged for disposal of construction or remodeling waste. Contractor shall have the right to verify the resident's current address within the City limits.

by the City during any given year, the free services cannot be carried over and applied to the next year or any year thereafter.

Commented [MR2]: WMTX requires re-insertion language.

6. COLLECTION OPERATION:

6.01. **Hours of Operation:** Collections shall be made during the hours agreed to by the parties, subject to future reasonable modifications agreed to by both parties. No collection shall be made on Sunday. Collection of Commercial Waste and Industrial Waste shall be collected at such hours as may be determined by Contractor.

6.03. **Holidays:** The following shall be holidays for purposes of this Agreement:

~~New Year's Day~~
Christmas Day

Contractor may decide to observe any or all of the above-mentioned holidays by suspension or collection service on the holiday, but the Contractor shall be responsible for providing make-up collection for residential routes that occur on specified holidays. Make-up days shall be the next business day following the holiday.

6.04. **Complaints:** Customer complaints shall be directed by the City to Contractor, and Contractor shall promptly resolve such complaint based on

the nature of the complaint. Contractor shall be responsible for maintaining a log of complaints based on the information provided to Contractor by the City, and shall provide the City, on a monthly basis, with copies of all complaints indicating the date and hour of the complaint, nature of the complaint, and the manner and timing of its resolution. Any alleged missed pickups will be investigated and, if such allegations are verified, Contractor shall arrange for collection on the next business day after receipt of such complaint. If the missed pickup is a result of Customer related acts or omissions, the City shall take appropriate action to cause such Customer to ~~subsequently~~ properly set out such Waste.

- 6.05. **Collection Equipment:** Contractor, at its sole cost and expense, agrees to furnish, all trucks, equipment, machines, and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport garbage from Customers serviced by Contractor in accordance with this Agreement. Collection of Solid Waste shall be made using sealed packer-type trucks, and such equipment shall not be allowed to leak nor scatter any waste within the limits of the City nor while in route to the Disposal Site.

All motor vehicles used in performance of the obligations herein created shall be clearly marked with the Contractor's name, telephone number and unit number legible from 150 feet. ~~No advertising shall be permitted on vehicles.~~ All collection equipment shall be maintained in a first class, safe, and efficient working condition throughout the term of this Agreement. Such vehicles shall be maintained and painted as often as necessary to preserve and present a well-kept appearance, and Contractor shall have a regular preventative maintenance program. City may inspect Contractor's vehicles at any time to insure compliance of equipment with this Agreement. ~~Vehicles are to be washed on the inside and sanitized with a suitable disinfectant and deodorant a minimum of once a month.~~ Such vehicles shall be washed and painted or repainted as often as necessary to keep them in a neat and sanitary condition.

- 6.06. **Disposal:** The Contractor shall deliver Waste collected to a duly permitted Disposal Site operated in compliance with rules stipulated by the applicable state agency and/or the U.S. Environmental Protection Agency.
- 6.07. **Spillage:** The Contractor shall not be responsible for scattered Refuse unless the same has been caused by Contractor, in which case all scattered Refuse shall be picked up immediately by Contractor.
- 6.08. **Vicious Animals:** Employees of the Contractor shall not be required to expose themselves to the dangers of vicious animals in order to accomplish Refuse collection service. Contractor shall immediately notify the City, in writing, of such ~~danger condition~~ and ~~of his the~~ inability to make collection ~~because of such danger~~.
- 6.09. **Protection From Scattering:** Each vehicle shall be equipped with a cover

which may be net with mesh not greater than one and one-half (1-1/2) inches, or tarpaulin, or fully enclosed metal top to prevent leakage, blowing or scattering of refuse onto public or private property. Such cover shall be kept in good order and used to cover the load going to and from the Disposal Site, during loading operations, or when parked if contents are likely to be scattered. Vehicles shall not be overloaded so as to scatter Refuse.

- 6.10. **Point of Contact:** All dealings and contacts between Contractor and the City shall be directed between the Manager for Public Sector Solutions for Contractor, or such other individual identified by Contractor, and the Contract Administrator designated by the City.

7. LICENSE AND TAXES:

Contractor shall obtain at its sole expense all licenses and permits required by the City and the State, and shall maintain same in full force and effect.

8. BILLING:

(a) City shall provide billing and bill collection services to all Residential Units during the term of this Agreement. City shall provide billing and bill collection services for all Commercial and Industrial Units that use Dumpsters or Polycarts for waste or recycling services. Contractor shall provide billing and bill collection services to Commercial Units and Industrial Units that use Roll-Off Bins and/or Compactors for collection of waste.

Within 30 days of the end of each month during which collection services are provided by Contractor hereunder, Contractor shall submit to the City an invoice setting forth sums due by the City to Contractor for services rendered under this Agreement to Residential Units and Commercial and Industrial Units that receive services using Dumpsters or Polycarts. City shall pay Contractor's invoices for services provided to Residential Unit and Commercial Customers within thirty (30) days after City's receipt of invoice. All past due invoices shall bear interest as allowed by law.

Contractor shall invoice directly those Commercial Units and Industrial Units that use Roll-Off Bins and Compactors. ~~C, and contractor shall require payment of~~ such invoices ~~shall be paid~~ within thirty (30) days after receipt of invoice by the Customer, ~~with past due invoices bearing interest as allowed by law.~~ ~~In addition, the City pays Contractor's invoices for services provided to Residential Unit and Commercial Customers within thirty (30) days after City's receipt of invoice. All past due invoices shall bear interest at the highest rate permitted by law.~~

(b) The City shall notify Contractor in writing of any Residential Unit, Commercial Unit, or Industrial Unit Customer that has failed to pay the City for waste collection services, and Contractor shall have the right to suspend service to such Customer until notified by the City to resume such services. Contractor shall have the right to suspend service to any Commercial Unit or Industrial Unit that uses Roll-Off Bins or Compactors

that is delinquent in payment to Contractor. If Contractor suspends service to a Customer for failure to timely pay Contractor's invoices, Contractor has the right to charge a service reactivation fee and/or finance charges or late payment fees if such service to the Customer is reinstated.

(c) The City shall be entitled to receive a ~~ten+0~~ percent (10%) franchise fee (the "Franchise Fee") for all services rendered by Contractor hereunder. The City shall retain the Franchise Fee prior to payment of Contractor's invoices based on payments actually received by the City. Contractor shall pay the City its ~~ten+0~~ percent (10%) Franchise Fee based on payments actually received from Commercial and Industrial Unit Customers that Contractor direct bills for Roll-Off Bin services. Contractor shall pay the fee to the City within 45 days after the last day of the month of Contractor's actual receipt of such monies. Contractor's rates on Schedule A include the City's ten percent (10%) franchise fee.

9. MODIFICATION TO RATES: ~~_____~~

9.01 **CPI Adjustment:** ~~For the new rates to be effective on October 1st each year, the City and TWU need to have final rates as early as possible. How early could these final numbers be provided so they could be part of our budget process?~~ _____ Base Rates charged by Contractor for services will remain fixed as set forth on Schedule "A" and will not be adjusted for changes in the CPI (as hereinafter defined), until September 30, 2017. ~~—Commencing on October 1, 2017, and continuing annually on each anniversary date of the Commencement Date of this Agreement, Base Rates for services shall be adjusted by the same percentage as the Consumer Price Index, US City Average for All Urban Consumers, Garbage and Trash Collection, Not Seasonally Adjusted, Base Period December 1983 = 100 (published by the United States Bureau of Labor Statistics, Consumer Price Index) (the "C.P.I.") shall have increased during the preceding published twelve months preceding the index published in May 2017 and each May thereafter.~~ In the event the U.S. Department of Labor, Bureau of Labor Statistics ceases to publish the C.P.I., the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may be then available so as to carry out the intent of this provision.

-9.02 **Fuel Adjustment:** Contractor shall calculate the percentage of change in the cost of diesel fuel during the prior 12 month period beginning ~~May 1, October 1,~~ 2017, using the weekly average price of diesel fuel, as determined by reference to the Energy Information Administration of the US Department of Energy ("EIA/DOE")'s Weekly Retail On Highway Diesel Prices for the Gulf Coast, published on the last Monday of each ~~April/June of the Contract Year~~ ("Fuel Index"). The EIA/DOE currently publishes these prices on their website at the following location: <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>. Contractor shall calculate the percentage of change in the price of diesel fuel between (i) the average price of diesel fuel from the aforesaid website published for the last Monday of ~~April/June~~ of the then immediately prior year (the "Initial Fuel Base") and (ii) the average price of diesel fuel from the aforesaid website for the 52 weeks period immediately prior to the last Monday of ~~December-April~~ of the current year (the average being calculated by adding together

Formatted: No underline

the weekly fuel price for each of the 52 prior weeks, divided by 52) (the “Current Fuel Base”). The Initial Fuel Base that will be used and that will take effect on the date this Amendment is signed shall be \$2.20 per gallon. The percentage change in the Initial Fuel Base and Current Fuel Base shall be multiplied by 14%, and the product thereof shall be the “Fuel Adjustment Component.” The Fuel Adjustment Component and the CPI component shall be (i) added together, and (ii) then multiplied by the then current Base Rate to determine the adjustment in the Base Rate commencing January 1 of the current Contract Year. (Example: If the price of diesel fuel on the last Monday of ~~April~~ June of any given year is \$2.50, and the average price of fuel over the next 52 weeks is \$2.75, the difference of 25 cents is an increase of 10%. That 10% increase is then multiplied by 14 percent, which equals 1.4%. The fuel adjustment feature of the rate adjustment will be 1.4%, which is then added to the CPI portion of the index to get the final annual rate adjustment).

9.03 **Additional Adjustments:-** Contractor may request an increase in Base Rates from time to time during the term of this Agreement, upon giving at least thirty (30) days' written notice to the City, to offset a change in condition that is outside of Contractor's control, and that increases the Contractor's costs, such as a change in federal, state or local laws, rules, regulations, or ordinances. Simultaneously with the notice, Contractor shall submit to the City documentation substantiating the increase required by the federal, state or law, rule, regulation or ordinance. Contractor agrees that in the event it seeks to secure an increase in fees based on the provisions of this paragraph, the City shall have a review period of thirty (30) days following receipt of both the notice and substantiating documentation to either approve or object to said increase in fees. If the City objects to said increase in fees within the thirty (30) day review period, then City and Contractor will negotiate in good faith for a period of thirty (30) days in an attempt to reach a resolution satisfactory to both City and Contractor. If, however, a resolution satisfactory to both City and Contractor is not reached, either City or Contractor shall have the right to deem the matter a disagreement for purposes of mediation as described in paragraph 17 of this Agreement, and any requested increase in Base Rates shall not go into effect until after a final decision is reached through mediation or court order, as applicable.

~~Contractor shall also be entitled to request an increase in Base Rates from time to time during the term of this Agreement, and upon giving at least thirty (30) sixty (60) days' written notice to the City, to offset any change in conditions that is outside of Contractor's control, and that which increases the Contractor's costs, such as including but not limited to, increases in disposal costs, increases in landfill fees, changes in the ordinances under which the Contractor is to operate, or a changes in federal, state or local laws, rules, or regulations, or ordinances. Contractor shall submit to the City dDocumentation substantiating the of such requested increases shall be submitted to the City the increase required by the federal, state or law, rule, regulation or ordinance simultaneously with the notice request. City shall review the request within the sixty day notice period and either approve or not approve the request. If Contractor chooses to deem City's non approval as a disagreement for purposes of paragraph 17 of this Agreement, Contractor shall give City notice of such disagreement within thirty (30) days of Contractor receiving notice of City's non approval, at its request.~~

Formatted: Justified, Indent: Left: 0.5"

Formatted: Font: Bold

Formatted: Font: (Default) Times New Roman

Formatted: Font: (Default) Times New Roman

10. CITY'S OBLIGATIONS:

The City agrees to perform all obligations required of the City pursuant to the terms of this Agreement, including, but not limited, the following:

- (a) The City shall designate the Contract Administrator, who shall communicate City decisions to Contractor on a timely basis from time to time as required under this Agreement;
- (b) The City shall provide the total number of Residential Units to the Contractor no later than the 25th day of each month (i.e., the total house count that will receive Contractor services). Contractor has the right to rely upon the total house count, and will use the monthly Residential Unit total in its next invoice to the City as set forth in Section 8. Any errors in the house count numbers provided by the City are deemed waived and any claim arising therefrom released by the City if not corrected by the City within 180 days of month in which the improper house count information was delivered by the City to Contractor. Contractor has the right to confirm the City's house count, but is not obligated to do so;
- (c) The City shall timely pay Contractor pursuant to the terms of this Agreement;
- (d) The City shall timely inform Contractor of complaints made by Customers;
- (e) The City shall work with Contractor in good faith to resolve complex Customer service issues; and
- (f) The City shall cooperate with Contractor, within the City's discretion as to where and when practical, to educate e-Customers to encourage, promote and obtain proper Waste disposal and recycling as required by this Agreement, including educating Residential Unit Customers to assure proper and timely Cart set out, and proper recycling techniques to minimize commingling.

11. COMPLIANCE WITH LAWS:

Contractor, its officers, agents, employees, contractors, and subcontractors, shall abide by and comply with all existing laws and laws which may be enacted by the federal, state, and local governments. It is expressly agreed that nothing in this Agreement shall be construed in any manner to abridge the right of City to pass or enforce necessary police and health regulation for the protection of its inhabitants. It is further agreed and understood that, if the City calls the attention of Contractor to any such violations on the part of the Contractor, its officers, agents, employees, contractors, or subcontractors, then Contractor shall immediately desist from such activity and correct such violation.

12. OFFICE:

Contractor shall maintain an office or such other facility through which it may be contacted by telephone without charge. Such office shall be equipped with sufficient telephones and shall have a responsible person in charge between the hours of 8:00 a.m. and 5:00 p.m.,

Monday through Friday and any other day that is a makeup collection day.

13. ENFORCEMENT AGAINST THIRD PARTIES:

City grants unto Contractor the right to seek an injunction against any third party which is believed to be infringing on the rights of Contractor to this Agreement, including Contractor's exclusive franchise rights granted herein. By granting this right to Contractor, the City in no way reduces its right or obligation to enforce this Agreement or any other City ordinance relating to the collection and disposal of Waste. Furthermore, Contractor shall have all rights and remedies available to it under Texas law to collect delinquent payment of Costs owed to Contractor fees by ~~City and/or~~ Commercial Unit and Industrial Unit Customers. The City agrees to take all steps necessary and permitted by law to require Customers to comply with the terms of this Agreement.

14. TRANSFERABILITY OF AGREEMENT:

Other than by operation of law, no assignment of the Agreement or any right accruing under the Agreement shall be made in whole or in part by the Contractor without the express written consent of the City, ~~which consent shall not be unreasonably withheld.~~ Upon the assignment, the assignee shall assume the liability of the Contractor. Notwithstanding anything contained herein to the contrary, Contractor shall be permitted to assign this Agreement to an affiliate of Contractor without the City's consent.

15. LANDFILL CAPACITY:

During the term of this Agreement, Contractor shall have and maintain at all times during the term hereof, adequate disposal capacity for the City's needs.

16. TERMINATION:

Except as otherwise provided herein, if either party defaults in the performance of any of the covenants or conditions contained herein, and fails to cure such default within thirty (30) days after the non-defaulting party has given the defaulting party written notice of such default (or if such default is of a nature that it cannot be cured within such thirty (30) day period, the defaulting party fails to commence the curing of such default within such thirty (30) day period, and fails to thereafter diligently pursue the curing thereof) (the "Cure Period"), the non-defaulting party may: (a) terminate this Agreement as of any date which the non-defaulting party may select, provided said date is at least thirty (30) days after the expiration of the Cure Period; (b) cure the default at the expense of the defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right to all damages or losses suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

17. DISPUTE RESOLUTION:

The parties shall endeavor to settle all disputes under, or relating to, this Agreement by amicable negotiations. Except as otherwise provided herein, any claim, dispute, disagreement or

controversy that arises among the parties under or relating to this Agreement that is not amicably settled shall be submitted to mediation. The parties shall agree to choose a mediator credentialed by the Texas Mediator Credentialing Association. ~~SELECTION OF MEDIATOR~~ Each party shall bear its own costs incurred arising from the mediation proceeding and shall equally share responsibility for compensating the mediator. If the parties remain unable to resolve the controversy through mediation, then either party may pursue its ~~their~~ claim, dispute, disagreement or controversy in ~~a court with proper venue in the state within which the services are being performed.~~

18. FORCE MAJEURE:

The performance of this Agreement may be suspended and the obligations of either party excused in the event of and during the period that such performance is prevented or delayed by a Force Majeure occurrence. "Force Majeure" shall mean:

- (a) An act of God, including hurricanes, tornadoes, landslides, lightning, earthquakes, weather conditions, fire, flood, explosion, sabotage or similar occurrence, acts of a public enemy, extortion, war, blockade or insurrection, riot, civil disturbance, strike or other labor disturbances, governmental actions or regulations, governmental requests or requisitions for national defense, or breakdown or injury to, or shortage in, facilities used for the handling, processing or transportation of Solid Waste or any other cause beyond the reasonable control of either party;
- (b) The order or judgment of any federal, State, or local court, administrative agency or governmental body (excluding decisions of federal courts interpreting federal tax laws, and decisions of State courts interpreting State tax laws) if it is not also the result of the willful misconduct or negligent action or inaction of the party relying thereon; provided that neither the contesting in good faith of any such order or judgment nor the failure to so contest shall constitute or be construed as a measure of willful misconduct or negligent action or inaction of such party;
- (c) The suspension, termination, interruption, denial, or non-renewal of any permit or approval, through no fault of Contractor, which is essential to the operation of ~~the~~ Contractor; or
- (d) A Change in Law. "Change in Law" means (i) the adoption, promulgation, or modification or reauthorization after the date of this Agreement of any law, regulation, order, statute, ordinance, rule or binding judicial or administrative ruling that was not adopted, promulgated, modified or reissued on or before the date of this Agreement, or (ii) the imposition of any material conditions in connection with the issuance, renewal, or modification of any permit, license, registration, notice of intent or approval after the date of this Agreement, which in the case of either (a) or (b) establishes requirements affecting a party's operation under this Agreement more burdensome than the requirements that are applicable to such party and in effect as of the date of this Agreement. A change in any federal, State, county, or other tax law or workers' compensation law shall not be a Change of Law. However, in the event that a federal, State or local entity imposes a fee, charge or tax after the date of this Agreement that applies to a party's operations per se,

such fee, charge or tax shall be treated as a Change in Law.

19. EVIDENCE OF INSURANCE:

Contractor shall procure and maintain for the duration of the Agreement, with a carrier reasonably acceptable to City, insurance against claims for injuries to persons or damages to property, which may arise from or in conjunction with the performance of the work hereunder by the Contractor, its agents, representatives, employees, or subcontractors. The policy or policies shall name the City as an additional insured, subject to Contractor's indemnities set forth herein, and shall contain a clause that the insurer will not cancel or decrease the insurance coverage without first giving the City thirty (30) days notice in writing. The cost of such insurance shall be borne by the Contractor and a Certificate of Insurance evidencing that such insurance has been procured and is in force will be forwarded to the City before commencement of work hereunder.

Minimum Limits of Insurance:

Type Coverage	Per Occurrence Minimum	Aggregate Minimum
Workers Compensation	As required by law and shall cover all employees including drivers.	As required by law.
Comprehensive & General Public Liability	\$1,000,000	\$1,000,000
Property Damage	\$1,000,000	\$1,000,000
Comprehensive Auto Liability Bodily Injury	\$1,000,000	
Comprehensive Auto Liability- Property Damage	\$500,000	

20. INDEMNITY:

The Contractor shall indemnify City against any claims, actions, or suits, including court costs and reasonable attorneys' fees, to the extent caused by Contractor's negligent or willful misconduct in providing the services required by this Agreement. Upon obtaining knowledge of any matter giving rise to possible indemnification, the City shall notify the Contractor immediately. The Contractor shall defend or contest any such claim or demand. The Contractor ~~may shall have the right to~~ defend or contest any such claim or demand in the name of the City. The City shall provide such cooperation in connection therewith as the Contractor may reasonably request and shall make available to the Contractor or its representatives all records

and other materials reasonably required in such defense. So long as the Contractor is contesting or defending any such claim or demand with ordinary care and in good faith, no amount shall be deemed to be due hereunder unless the City has been required by order or judgment of any court to pay any sum arising from the subject matter of the suit.

21. **OWNERSHIP:**

Title to Waste shall pass to Contractor when placed in Contractor's collection vehicle. Title to Unacceptable Waste shall remain with the generator of such Unacceptable Waste.

22. **SEVERABILITY:**

Should any portion of this Agreement be deemed invalid or unenforceable to any extent, the parties hereto agree that such provision shall be amended to the minimum extent necessary to make such provision enforceable, and the remainder of this Agreement shall not be affected thereby.

23. **PRIOR AGREEMENTS:**

This Agreement contains the entire agreement between the parties hereto with respect to the matter set forth herein, and upon the Commencement Date supersedes all prior agreements between the parties. No provision of any other document, including any request for proposal, shall be deemed incorporated herein, it being the intent of the parties that this Agreement sets forth the full agreement of the parties with respect to the services described herein. No change, alteration or amendment will be binding on either party unless set forth in a document duly approved by resolution of the City Council of the City of Texarkana, Texas, and executed by all parties hereto.

24. **RECORDS:**

City and Contractor agree to maintain at their respective places of business adequate records relating to the performance of their respective duties under this Agreement. Such records shall be made available at any time during reasonable business hours for inspection by the other party, at the inspecting party's expense, and upon reasonable advance notice; provided, however, only records directly relating to this Agreement and necessary to substantiate invoicing must be disclosed to the other party. On a monthly basis, Contractor shall provide City with mutually agreed upon performance data in electronic format for services performed under this Agreement.

25. **CHOICE OF LAW; ATTORNEY'S FEES AND VENUE; GOVERNMENTAL IMMUNITY; LIMITATION ON DAMAGES:**

This Agreement shall be construed in accordance with the laws of the State of Texas. In the event suit is filed by either party as a result of the performance or non-performance of the

Formatted: Font: Not Bold

Formatted: Indent: Left: 1.81", No bullets or numbering

terms set forth in this Agreement, the prevailing party shall recover its attorney fees that are equitable and just and court costs. V, with venue of any such action to shall be in Bowie County, Texas. Notwithstanding anything contained herein, nothing in this Agreement shall be construed to waive City's governmental immunity. Contractor expressly agrees that any action by Contractor against City for damages shall be limited to the following: (i) the balance due and owed by City to Contractor under this Agreement and any amendments thereto, and any amount owed as compensation for the increased cost to perform the work as a direct result of City-caused delays; (ii) the amount owed for additional work Contractor is directed to perform by City in Code-connection with this Agreement; and (iii) interest as allowed by law, including interest as calculated under Chapter 2251, Texas Government Code. Contractor expressly agrees that any action by Contractor against City for damages shall not include consequential damages, except as expressly allowed above, and exemplary damages. This limitation of damages shall not impair either party from seeking specific performance or injunctive relief.

26. NOTICES:

All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given (i) if mailed to the intended addressee by first class United States mail, postage prepaid, registered or certified with return receipt requested, (ii) by delivering same in person to the intended addressee, (iii) by delivery to an independent third party commercial delivery service for same day or next day delivery and providing for evidence of receipt at the office of the intended addressee, or (iv) by prepaid telegram, telex, e-mail, or facsimile to the addressee. Notice so mailed shall be effective upon its deposit with the United States Postal Service or any successor thereto; notice sent by such a commercial delivery service shall be effective upon delivery to such commercial delivery service; notice given by personal delivery shall be effective only if and when received by the addressee; and notice given by other means shall be effective only if and when received at the office or designated place or machine of the intended addressee. Notwithstanding anything contained herein to the contrary, any notice of default or termination notice under this agreement must be both faxed and (i)-mailed by Certified Mail, Return Receipt Requested and (ii) faxed to the other/alleged/defaulting party to constitute proper notice hereunder. For purposes of notice, the addresses of the parties shall be as set forth below; provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth herein.

If to the City, at:

____City of Texarkana, Texas
____220 Texas Blvd P. O. Box 1967

____Texarkana, Texas 75501 Texarkana, Texas 75504
____Fax 903-798-3448

____with a copy to:

____Atchley, Russell, Waldrop & Hlavinka, L.L.P.
____1710 Moores Lane
____Texarkana, Texas 75503

Fax 903-792-5801
ATTN: City Attorney

If to the Contractor at:

Waste Management of Texas, Inc.
520 E. Corporate Dr., Suite 100
Lewisville, Texas 75067
Fax (866) 281-0559

with a copy to:

Waste Management
9708 Giles
Austin, TX 78754
Fax (512) 272 6289
Attn: Senior Legal Counsel; and

CT Corporation System
350 North St. Paul Street
Dallas, Texas 75201
Fax

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

27. DISCRIMINATION PROHIBITED:

Contractor, in the execution, performance, or attempted performance of this Agreement, shall not discriminate against any person or persons because of sex, race, religion, color, or national origin. Contractor must be an equal opportunity employer.

**298. DISASTER OR STORM EVENT SERVICES
DEBRIS OTHER COLLECTION AND DISPOSAL SERVICES:**

~~Contractor and City understand and agree that, in the event of a hurricane, tornado, flood, ice storm, windstorm, thunderstorm, natural disaster, or other unusual event that generates solid waste tonnages above normal volumes, Contractor shall have no obligation under this Agreement to collect any waste or debris not otherwise provided for in this Agreement, resulting from such event ("Storm Event"). Notwithstanding any provision in this Agreement, the City has the right to request a proposal from Contractor or another supplier for other Storm Event collection and disposal services not provided for in this Agreement.~~

CITY:

CONTRACTOR:

CITY OF TEXARKANA, TEXAS

WASTE MANAGEMENT OF TEXAS, INC.

BY: John A. Whitson, ICMA-CM
Mayer City Manager

BY: _____
ITS: _____

ATTEST:

Jennifer Evans, CAP
City Secretary,
City of Texarkana, Texas

APPROVED AS TO FORM:

Jeffery C. Lewis, J.D.
City Attorney

SCHEDULE "A"
Base Rates

City of Texarkana, Texas								
Schedule A								
Effective March 1, 2017								
RESIDENTIAL RATES (Includes 10% Franchise Fee)								
Residential Rates	\$17.85							
Extra Trash Cart	\$10.17							
COMMERCIAL HAND COLLECT (Includes 10% Franchise Fee)								
		1XWK	2XWK					
Poly Cart (11.1 Tons)	\$25.00	N/A						
Poly Cart (12.1 Tons)	\$42.00	N/A						
Poly Cart (13.1 Tons)	\$59.00	N/A						
Recycling (11.1 Tons)	\$3.35	N/A						
COMMERCIAL RATES (Includes 10% Franchise Fee)								
FREQUENCY PER WEEK								
Container Size / Type	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	EXTRA PU
2 Yard FFL Container	94.90	142.29	166.02	189.84	213.48	261.10	N/A	61.64
3 Yard FFL Container	113.85	170.89	199.28	227.85	256.25	313.22	N/A	73.98
4 Yard FFL Container	132.90	199.28	232.56	265.79	299.03	365.47	N/A	86.32
6 Yard FFL Container	172.62	260.46	301.31	345.20	389.19	473.92	N/A	112.13
8-Yard FFL Container	199.22	265.79	345.25	499.22	544.50	629.46	N/A	129.46
See Other Charges Or Notes Below								
COMMERCIAL FRONT LOAD COMPACTORS* (Includes 10% Franchise Fee)								
Size	1x	2x	3x	4x	5x	6x	7x	XPU
96-Gallon Toter (RECYCLE)	\$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6-Yard FFL Cardboard Recycle	\$53.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FFL Cardboard Recycle	\$64.38	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FFL Compactor	\$232.68	\$465.36	\$698.03	\$930.72	\$1,163.40	\$1,396.08	N/A	N/A
6Yard FFL Compactor	\$274.38	\$548.78	\$823.16	\$1,097.55	\$1,371.93	\$1,646.31	N/A	N/A
8 Yard FFL Compactor	\$315.55	\$631.08	\$946.63	\$1,262.16	\$1,577.71	\$1,893.25	N/A	N/A
See Other Charges Or Notes Below								
ROLL-OFF RATES (Includes 10% Franchise Fee)								
Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull + Disp)	Haul Rate per Pull	Disposal Rate per ton		
20 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$290.38	\$36.30		
25 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$290.38	\$36.30		
30 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$314.59	\$36.30		
40 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$338.79	\$36.30		
30 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$314.59	\$36.30		
33 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30		
34 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30		
35 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30		
40 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30		
42 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30		
TRIP CHARGE RATE:			N/A					
NOTES								
All Residents must set up any new services through the Texarkana Water Utilities by calling (903) 798-3812. Additional services or equipment, such as casters, lock bars, extra pick-ups may be charged at reasonable rates. A lock bar is currently charged at \$75.00. Charge for lost or stolen cart \$70. No charge for a damaged cart that is returned to Contractor for a Replacement Cart.								

|

**SCHEDULE B
RECYCLABLES SPECIFICATIONS**

RECYCLABLES shall be loose, not bagged, and include the following:

Aluminum food and beverage containers - empty	All other office paper without wax liners
Ferrous (Iron, steel, tin) cans – empty	PET plastic containers with the symbol #1 – with screw tops only - empty
HDPE natural rigid plastic containers with the symbol #2 (milk and water bottles) – empty	HDPE pigmented rigid plastic containers with the symbol #2 (detergent, shampoo bottles, etc.) – empty
Mixed Rigid Plastic tubs or containers with symbols #3, #4, #5, #6, #7 – empty	Magazines, glossy inserts and pamphlets
Old corrugated cardboard containers/boxes/sheets	Cereal boxes; detergent, gift and snack boxes
Catalogs, Printer paper, Copier paper, telephone books, mail	Aseptic gable-top milk and juice cartons
	Rigid Plastics (unnumbered) such as milk/soda crates, plastic buckets, plastic laundry baskets, etc. that fit into the Polycart and are no more than 30” long and no more than 10 pounds each

All materials not specifically listed above as Recyclables are Non-Recyclables.

RECYCLABLES do NOT include the following:

Bagged materials (even if containing Recyclables)	Glass (clear, brown, green or any other color)
Mirrors	Window or auto glass
Light Bulbs, microwave trays	Ceramics
Porcelain	Plastics unnumbered
Plastic bags	Wire/metal hangers
Expanded polystyrene or polystyrene foam (e.g., foam packing peanuts)	Household items such as cooking pots, toasters, etc.
Glass cookware/bakeware	Wet fiber
Flexible packaging and multi-laminated materials	Fiber containing, or that has been in contact with, food debris or other contaminating material
Excluded Materials	Tissues, paper towels or other material that has been in contact with food
Any recyclable materials, or pieces of recyclable materials, less than 2” in size in any dimension	Materials: (a) that contain chemical or other properties deleterious, or capable of causing material damage, to any part of Company's property, its personnel or the public; and/or (b) that may materially impair the strength or the durability of the Company's structures or equipment.
Household metal cooking pots, pans, and utensils which are no more than 30 inches long and not more than 50 pounds each	

CITY of Texarkana Texas

Effective January 1, 2016

7.2.c

RESIDENTIAL RATES

RESIDENTIAL RATES	\$17.35	Includes 96 gal. Trash cart, 65 Gal. recycle cart, Yard waste pickup
Extra cart	\$9.78	For each additional cart

COMMERCIAL RATES

Container Size / Type	FREQUENCY PER WEEK							
	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	EXTRA F
Commercial Hand-PU (1 Toter)	\$22.75	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial Hand-PU (2 Toters)	\$34.09	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Commercial Hand-PU (3 Toters)	\$42.67	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 Yard FEL Container	\$91.25	\$136.82	\$159.63	\$182.54	\$205.27	\$251.06	N/A	\$59.27
3 Yard FEL Container	\$109.47	\$164.32	\$191.62	\$219.09	\$246.39	\$301.17	N/A	\$71.13
4 Yard FEL Container	\$127.79	\$191.62	\$223.62	\$255.57	\$287.53	\$351.41	N/A	\$83.00
6 Yard FEL Container	\$165.98	\$250.44	\$289.72	\$331.92	\$374.22	\$455.69	N/A	\$107.82
8 Yard FEL Container	\$191.56	\$255.57	\$331.97	\$480.02	\$523.56	\$605.25	N/A	\$124.44
96-Gallon Toter (RECYCLE)	\$3.22	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6-Yard FEL Container/Cardboard	\$51.59	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Container/Cardboard	\$61.90	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	\$223.73	\$447.46	\$671.18	\$894.92	\$1,118.65	\$1,342.38	N/A	N/A
6 Yard FEL Compactor	\$263.83	\$527.67	\$791.50	\$1,055.34	\$1,319.16	\$1,582.99	N/A	N/A
8 Yard FEL Compactor	\$303.41	\$606.81	\$910.22	\$1,213.62	\$1,517.03	\$1,820.43	N/A	N/A
10 Yard FEL Compactor	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
REDELIVERY RATE FOR NON-PAYMENT:			N/A					

ROLL-OFF RATES

Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull Total or Haul + Disp)	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	\$108.80	\$5.11	Day Rate	Per Pull	\$290.38	\$36.30
25 Yard (Open Top)	\$108.80	\$5.11	Day Rate	Per Pull	\$290.38	\$36.30
30 Yard (Open-Top)	\$108.80	\$5.11	Day Rate	Per Pull	\$314.59	\$36.30
40 Yard (Open-Top)	\$108.80	\$5.11	Day Rate	Per Pull	\$338.79	\$36.30
30 Yard (Compactor)	\$108.80	\$386.23	Month	Per Pull	\$314.59	\$36.30
33 Yard (Compactor)	\$108.80	\$386.23	Month	Per Pull	\$338.79	\$36.30
34 Yard Compactor0	\$108.80	\$386.23	Month	Per Pull	\$338.79	\$36.30
35 Yard (Compactor)	\$108.80	\$386.23	Month	Per Pull	\$338.79	\$36.30
40 Yard (Compactor)	\$108.80	\$386.23	Month	Per Pull	\$338.79	\$36.30
42 Yard (Compactor)	\$108.80	\$386.23	Month	Per Pull	\$338.79	\$36.30
TRIP CHARGE RATE:			N/A			

Attachment: 2016-132 ATTH 02 Texarkana Current Residential and Commercial Rates (1568 : 2016-132 RES Waste Management Contract)

City of Texarkana, Texas

Schedule A

Effective March 1, 2017

RESIDENTIAL RATES (Includes 10% Franchise Fee)

Residential Rates	\$17.85	
Extra Trash Cart	\$10.17	

COMMERCIAL HAND COLLECT (Includes 10% Franchise Fee)

	1XWK	2XWK
Poly Cart-PU (1 Toter)	\$25.00	N/A
Poly Cart-PU (2 Toter)	\$42.00	N/A
Poly Cart-PU (3 toters)	\$59.00	N/A
Recycling PU (1 toter)	\$3.35	N/A

COMMERCIAL RATES (Includes 10% Franchise Fee)

Container Size / Type	FREQUENCY PER WEEK							EXTRA P
	1XWK	2XWK	3XWK	4XWK	5XWK	6XWK	7XWK	
2 Yard FEL Container	94.90	142.29	166.02	189.84	213.48	261.10	N/A	61.64
3 Yard FEL Container	113.85	170.89	199.28	227.85	256.25	313.22	N/A	73.98
4 Yard FEL Container	132.90	199.28	232.56	265.79	299.03	365.47	N/A	86.32
6 Yard FEL Container	172.62	260.46	301.31	345.20	389.19	473.92	N/A	112.13
8-Yard FEL Container	199.22	265.79	345.25	499.22	544.50	629.46	N/A	129.46

See Other Charges Or Notes Below

COMMERCIAL FRONT LOAD COMPACTORS* (Includes 10% Franchise Fee)

Size	1x	2x	3x	4x	5x	6x	7x	XPU
96-Gallon Toter (RECYCLE)	\$3.35	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6-Yard FEL Cardboard Recycle	\$53.65	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8 Yard FEL Cardboard Recycle	\$64.38	N/A	N/A	N/A	N/A	N/A	N/A	N/A
4 Yard FEL Compactor	\$232.68	\$465.36	\$698.03	\$930.72	\$1,163.40	\$1,396.08	N/A	N/A
6Yard FEL Compactor	\$274.38	\$548.78	\$823.16	\$1,097.55	\$1,371.93	\$1,646.31	N/A	N/A
8 Yard FEL Compactor	\$315.55	\$631.08	\$946.63	\$1,262.16	\$1,577.71	\$1,893.25	N/A	N/A

See Other Charges Or NotesBelow

ROLL-OFF RATES (Includes 10% Franchise Fee)

Container Size / Type	Delivery Rate	Rental Rate	BY Month or Day Rate	Hauling Charge (Per Pull + Disp)	Haul Rate per Pull	Disposal Rate per ton
20 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$290.38	\$36.30
25 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$290.38	\$36.30
30 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$314.59	\$36.30
40 Yard (Open-Top)	\$108.80	\$5.11	Day	N/A	\$338.79	\$36.30
30 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$314.59	\$36.30
33 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
34 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
35 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
40 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30
42 Yard (Compactor)	\$108.80	\$ 386.23	Month	N/A	\$338.79	\$36.30

TRIP CHARGE RATE:

NOTES

All Residents must set up any new services through the Texarkana Water Utilities by calling (903) 798-3812.

Additional services or equipment, such as casters, lock bars, extra pick-ups may be charged at reasonable rates. A lock bar is currently charged at \$75.00.

Charge for lost or stolen cart \$70. No charge for a damaged cart that is returned to Contractor for a Replacement Cart.

Attachment: 2016-132 ATTH 03 Texarkana Proposed Residential and Commercial Rates (1568 : 2016-132 RES Waste Management Contract)

Timeline of Services for Texarkana Municipal Solid Waste Contracts

1998 - Waste Management assumed ongoing contract from Western Waste

Services Provided by Contract

- Two times per week trash service in bags or customer-provided cans
- One time per week recycling in 18-gallon bins
- 9,000 cubic yards of free disposal at the New Boston Landfill
- 10% franchise fee on residential and commercial services

2001 - New Contract signed with Waste Management

Services Provided by Contract

- Two times per week trash service in bags or customer-provided cans
- One time per week recycling in 18-gallon bins
- 10% franchise fee on residential and commercial services

Services added by Contract

- Added Every-Other-Week Yard Waste Service
- 10,000 cubic yards of free disposal at New Boston Landfill, up from 9,000 cubic yards in previous contract

2004 - First Amendment to 2001 Waste Management Contract

Services added by Amendment

- Added Commercial Cardboard Recycling

2010 – Second Amendment to 2001 Waste Management Contract

Extended Contract from 11/30/2011 to 2/28/2017

Services Provided by Amendment

- One time per week trash service in 96-gallon contractor supplied carts
- One time per week recycling service in 65-gallon contractor supplied carts
- One time per week yard waste (increased from every other week)
- Franchise rates added for roll off services with the City receiving a 10% franchise fee

- 12,500 cubic yards of free disposal at New Boston Landfill

2010 – Addendum to Second Amendment to 2001 Waste Management Contract

Services Provided by Addendum

- Contract amendment added curbside bulky waste collection one time per week at an additional cost of \$12,500 per month (\$150,000 annually) billed directly to the City
- Provided free recycling services to designated City facilities

2010 – 2016 Residential Rates for Refuse Collection

In the chart below, the residential rates from 2010 to 2016 are listed. The only changes in the annual rates since 2010 have been based on CPI and/or fuel surcharge changes. The changes are allowed for and are automatic in the current and proposed contracts.

Waste Management	2010	2011	2012	2013	2014	2015	2016
Residential Rates	\$16.12	\$16.52	\$16.97	\$16.97	\$17.21	\$17.54	\$17.35
Annual % Inc. or Dec.		2.50%	2.70%	0.00%	1.40%	1.90%	-1.10%

The proposed monthly residential rate for 2017 is \$17.85. This rate increase is based solely on the proposed changes in the way the curbside bulky waste collection service is paid for. Instead of the service being paid for by the city, the proposed contract includes the cost for this service in the monthly residential rate.

2017 – Proposed Contract with Waste Management

Services remain unchanged in the proposed contract from the current services provided.

Additional highlights

- City receives 250 free hauls offs of 30 yard roll-off bins annually
- No fee for special grit waste container that TWU uses at the South Stateline Waste Treatment Plant (\$133.32/month savings)

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:

City of Texarkana, Texas

Version: C

Update Date: 11/7/2016 1:07 PM

Briefing Sheet

Lead Department: Public Works Department **Action Officer:** Dusty Henslee,
Ordinance No. 2016-133 authorizing the City Manager to enter into a contract
with Four Thirteen Inc. for the construction of the Texarkana, Texas Gateway
Subject: Welcome sign.

Public **Second** **Council**
Briefing: 11/28/2016 **Hearing:** 11/28/2016 **Briefing:** December 12, **Vote:** 2016 **Vote:** 1/9/2017

Item Schedule

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

Updates/History of Briefing:

NOT APPLICABLE

Executive Summary and Background Information:

Date Invitation for Bids (IFB) Mailed: October 16, 2016 (ATTH 01)

IFB Bid Number: 17-1901-03

Dates Published in Texarkana Gazette: October 16, 2016 and October 23, 2016

Bids Received from:

Four Thirteen Inc.

TEC, Inc.

Dynamic Sign Solutions and Marketing, LLC

Bid Opening Date: November 3, 2016

Lowest Responsive Bidder: Four Thirteen Inc. (ATTH 03)

Contractor's past performance with the city: Satisfactory

Budget: Funds for the construction of the Texarkana, Texas Welcome Sign were not appropriated in FY17 budget. An appropriation of \$79,779.00 from the General Fund is requested to fund the construction of the Welcome Sign.

Policy Exceptions: None

Scope of Work: Construct Welcome Sign on Eastbound Interstate 30 at King's Highway (F.M. 989)

Potential Options:

- Approve the budget amendment
- Disapprove the budget amendment

Fiscal Implications:

Funds are requested from the General Fund

Staff Recommendation:

Staff Recommends Approval

City of Texarkana, Texas

Advisory Board/Committee Review:

NONE

Board/Committee Recommendation:

NOT APPLICABLE

Advisory Board/Committee Meeting Date and Minutes:

NOT APPLICABLE

Attachments

- a. 2016-133 ORD Texarkana Welcome Sign (DOC)
- b. 2016-133 ATTH 01 DPW 17-1901-03 Gateway Sign Contract Documents (PDF)
- c. 2016-133 ATTH 02 DPW 17-1901-03 Gateway Sign Plans (PDF)
- d. 2016-133 ATTH 03 EXHIBIT A BID COMPARISON (PDF)
- e. 2016-133 ATTH 04 Goals & Perspectives (DOCX)
- f. 2016-133 ORD Contract for Gateway Welcome Sign signed (PDF)

Staff Coordination

Public Works Department	Kyle Dooley	Department Head Review
Completed	11/03/2016 3:42 PM	
Finance Department Kristin Peeples	Review	Completed 11/04/2016
1:09 PM		
Assistant City Manager	Shirley Jaster	Assistant City Manager
Review	Completed	11/04/2016 2:10 PM
Public Information Officer	Lisa Thompson	PIO Review
Completed		11/08/2016 4:26 PM
City Manager	John Whitson	City Manager Review
4:50 PM		Completed 11/09/2016
City Council	Jennifer Evans	Meeting
6:00 PM		Completed 11/14/2016

Meeting History

11/14/16 City Council MOVED FORWARD Next: 11/28/16

ORDINANCE NO. 2016 – 133

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FOUR THIRTEEN INC. FOR THE CONSTRUCTION OF THE TEXARKANA, TEXAS WELCOME SIGN IN AMOUNT NOT TO EXCEED SIXTY SIX THOUSAND FOUR HUNDRED SEVENTY-NINE AND 00/100 DOLLARS (\$66,479.00); AND AMENDING BUDGET EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 TO APPROPRIATE FUNDING IN THE AMOUNT OF SEVENTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 00/100 DOLLARS (\$79,779.00) FOR THE CONSTRUCTION OF THE SIGN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, expenditures for the Texarkana, Texas Welcome Sign were not appropriated in the original budget for the fiscal year ending September 30, 2017; and

WHEREAS, an appropriation of Seventy-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$79,779) is needed to proceed with the construction of the Texarkana, Texas Welcome Sign; and

WHEREAS, the bids were opened on November 3, 2016 for the construction of the Texarkana, Texas Welcome Sign; and

WHEREAS, the bidder with the lowest and best bid was Four Thirteen Inc. of Texarkana, Texas in an amount not to exceed Sixty-Six Thousand Four Hundred Seventy-Nine Dollars (\$66,479); and

WHEREAS, a 20% contingency in the amount of Thirteen Thousand Three Hundred Dollars (\$13,300) is included for any additional construction services; and

WHEREAS, the budget for the fiscal year ending September 30, 2017 should be amended to reflect the appropriation of Seventy-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$79,779) from the General Fund.

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

SECTION 1: That the City Manager be and is hereby authorized to enter into a contract with Four Thirteen Inc. for the construction of the Texarkana, Texas Welcome Sign in amount not to exceed Sixty-Six Thousand Four Hundred Seventy-Nine Dollars (\$66,479).

SECTION 2: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2016 and ending September 30, 2017, be amended to reflect additional expenditures

of Seventy-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$79,779) from the General Fund.

SECTION 3: 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 **9th day of January, 2017**.

ATTEST:

JENNIFER EVANS, CITY SECRETARY

BOB BRUGGEMAN, MAYOR

CONSTRUCTION OF GATEWAY SIGN

For



Bid Number: 17-1901-03

October 2016



MTG ENGINEERS & SURVEYORS, INC.
TEXAS REGISTERED
ENGINEERING FIRM F-354



CITY OF TEXARKANA

INVITATION FOR BID

Bid Name: Gateway Sign Construction Project
Bid Number: 17-1901-03

Advertisement Dates: October 16, 2016
 October 23, 2016

Pre-Bid Meeting: October 25, 2016 @ 10:00 A.M.
Location: Conference Room, Public Works Department, 919 Elm Street, Texarkana, TX

Bid Due Date: November 3, 2016 at 2:00 P.M.

Location: Purchasing & Contracts, 2nd Floor, City Hall, 220 Texas Blvd., Texarkana, TX

Questions may be directed to: Sharon Moore, Purchasing and Contracts Department by email at: Moores@txkusa.org.
All questions must be submitted in writing via email to moores@txkusa.org and received on or before 12:00 PM on October 31, 2016.

Responses must be submitted in a sealed envelope, addressed to the City of Texarkana, Purchasing and Contracts Department with the bid # and name on the envelope.

Responses may not be altered, amended, or withdrawn after the official opening.

The entire document including all forms must be submitted to be considered.

BID ACKNOWLEDGEMENT

Undersigned affirms that they have read and understand all requirements of this proposal. Additionally, the undersigned affirms that they are duly authorized to execute this contract and that this company has not prepared this proposal in collusion with any other proposer, and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this proposal.

Undersigned affirms that submittal of this bid, and when properly accepted by the City of Texarkana, shall constitute a contract equally binding between the successful bidder and the City. No different or additional terms will become a part of this contract with the exception of change orders.

PLEASE TYPE OR COMPLETE ELECTRONICALLY

Signature	
Date	
Printed Name	
Company	
Mailing address	
Phone	
Fax	
Email	
EIN#	
M/WBE or HUB Vendor	☐ Yes ☐ No
Certifying Agency	

Contractor Checklist

Before submitting your bid, please ensure you have completed and included the following documents in the order they are listed. The contractor is only to submit (1) one original copy of every item listed.

1. _____ Carefully read and understand the plans and specifications and properly complete the BID SUBMITTAL FORM. Bid submittal form **MUST** be completed in blue or black ink or by typewriter. Signatures must be original, in blue or black ink, and by hand. Enter unit price, and extended cost in the columns provided. In the event of discrepancies in extension, the unit price shall govern. Include corporate seal and Secretary's signature. Identify addenda received (if any).
2. _____ Include BID BOND or CASHIER'S OR CERTIFIED CHECK as your bid surety for all contracts **exceeding \$100,000**. Failure to provide a bid surety **WILL** result in automatic rejection of your bid.
3. _____ Clearly mark the bid number, title, due date and time and your company name and address on the outside of the envelope or container.
4. _____ Ensure your bid is **RECEIVED** by the City of Texarkana Purchasing and Contracts Department prior to the deadline. Late bids will not be accepted.
5. _____ Complete and sign the SAFETY RECORD QUESTIONNAIRE. All "YES" responses must be explained in detail and submitted with Bid.
6. _____ Complete and sign the SUSPENSION AND DEBARMENT CERTIFICATION. ***Include firm's FEDERAL TAX ID number or Owner's SOCIAL SECURITY number.***
7. _____ Complete and submit the LIST OF SUB-CONTRACTORS.

DOCUMENTS REQUIRED WITHIN SEVEN BUSINESS DAYS AFTER CLOSING:

8. _____ If changes are made to your SUB-CONTRACTORS LIST after bid closing, YOU MUST complete and submit the **FINAL** LIST OF SUB-CONTRACTORS.

FAILURE TO PROVIDE ANY OF THE ABOVE MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE AND, THEREFORE, NOT FURTHER EVALUATED. PLEASE INCLUDE THIS COMPLETED PAGE AS THE FIRST PAGE OF YOUR BID SUBMITTAL.

(Type or Print Company Name)

INDEX

1. NOTICE TO BIDDERS
2. GENERAL INSTRUCTIONS TO BIDDERS
3. BID SUBMITTAL – (must be submitted by published due date & time)
 - 3-1. UNIT PRICE BID SUBMITTAL FORM
 - 3-2. CITY OF TEXARKANA INSURANCE REQUIREMENT AFFIDAVIT
 - 3-3. SAFETY RECORD QUESTIONNAIRE
 - 3-4. SUSPENSION AND DEBARMENT CERTIFICATION
4. LIST OF SUB-CONTRACTORS
5. PAYMENT BOND
6. PERFORMANCE BOND
7. CERTIFICATE OF INSURANCE
8. CONTRACT
9. GENERAL CONDITIONS OF THE AGREEMENT
10. SPECIAL CONDITIONS
11. SPECIFICATION INDEX
12. GENERAL NOTES

1. NOTICE TO BIDDERS

IFB #17-191-03

Sealed bids addressed to Sharon Moore, Purchasing and Contracts Department, City of Texarkana, Texas, will be received in the office of Purchasing and Contracts, City Hall, 220 Texas Blvd. 2nd Floor, Texarkana, Texas, 75503, until **2:00 P.M., November 3, 2016** or as changed by the issuance of formal addenda to all planholders, to furnish all labor and materials and perform all work for the construction of the following described project:

GATEWAY SIGN CONSTRUCTION PROJECT

After the expiration of the time and date above first written, said sealed bids will be opened and publicly read aloud. It is the sole responsibility of the bidder to ensure that his bid is actually in the office of Purchasing and Contracts for the City of Texarkana, before the expiration of the date above first written.

The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. Said statutory bonds should be issued by a company carrying a current **Best Rating of "A" or better. THE BONDS MUST IN A FORM ACCEPTABLE TO THE CITY ATTORNEY AND MUST BE DATED THE SAME DATE THAT THE CONTRACT WAS AWARDED.**

If the contract amount exceeds \$100,000, the Bidders are required to submit a cashier's or certified check issued by a bank satisfactory to the City of Texarkana, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Texarkana in an amount not less than 5% of the total amount of the bid submitted as a guarantee that bidder will enter into a contract and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him. **FAILURE OF THE BIDDER TO INCLUDE BID SECURITY WITH THE BID SUBMITTAL SHALL CONSTITUTE A NONRESPONSIVE BID AND RESULT IN DISQUALIFICATION OF THE BID SUBMITTAL.**

It shall be each bidder's sole responsibility to inspect the sites of the work and to inform himself regarding all local conditions under which the work is to be done. It shall be understood and agreed that all such factors have been thoroughly investigated and considered in the preparation of the bid submitted. There will be a **NON-MANDATORY** pre-bid conference on **October 25, 2016 @ 10:00 A.M.** in the Public Works Department Conference Room, 919 Elm Street, Texarkana, Texas.

Bidders may pick up the plans and specifications without charge by CD furnished by the City on **October 17th, 2016 at the City Hall kiosk, 1st floor, 220 Texas Blvd, Texarkana, Texas 75501.**

Sharon Moore
PURCHASING AND CONTRACTS DEPARTMENT

2. GENERAL INSTRUCTIONS TO BIDDERS

1 BID DELIVERY, TIME & DATE

- 1.1 The City of Texarkana is seeking written and sealed competitive bids to furnish CONSTRUCTION SERVICES per the attached specifications and contract documents. Sealed bids will be received no later than **2:00 P.M. on November 3, 2016** at the office listed below. Any bid received after the date and hour specified will be rejected and returned unopened to the bidder. Each bid and supporting documentation must be in a sealed envelope or container plainly labeled in the lower left-hand corner: "**IFB # 17-1901-03- Gateway Sign Construction Project**" and the bid opening date and time. Bidders must also include their company name and address on the outside of the envelope or container. Bids must be addressed to:

Express Mail (**Preferred**)
 Sharon Moore
 Purchasing and Contracts
 City of Texarkana
 220 Texas Blvd.
 Texarkana, Texas 75501

- 1.2 Bidders are responsible for making certain bids are delivered to the Purchasing and Contracts Department. Mailing of a bid does not ensure that the bid will be delivered on time or delivered at all. If bidder does not hand deliver bid, we suggest that he/she use some sort of delivery service (FedEx, UPS) that provides a receipt.
- 1.3 Bids will be accepted in person, by United States Mail, by overnight courier service, or by private courier service. No bids will be accepted by oral communication, telephone, electronic mail, telegraphic transmission, or telefacsimile transmission. **THE CITY WILL NOT ACCEPT FAX BIDS.**
- 1.4 The City of Texarkana reserves the right to postpone the date and time for opening bids through an addendum.

2 PRE-BID MEETING

For the purpose of familiarizing bidders with the requirements, answering questions, and issuing addenda as needed for the clarification of the Invitation to Bid (IFB) documents, a **NON-MANDATORY** pre-bid meeting will be held at **10:00 A.M., October 25, 2016**, Public Works Department Conference Room, 919 Elm Street, Texarkana, Texas.

- 2.1 All persons attending the meeting will be asked to identify themselves and the prospective bidder they represent.
- 2.2 It is the bidder's responsibility to attend the pre-bid meeting though the meeting is not mandatory. The City will not be responsible for providing information discussed at the pre-bid meeting to bidders who do not attend the pre-bid meeting.

3 ADDENDA & MODIFICATIONS

- 3.1 Any changes, additions, or clarifications to the IFB are made by **ADDENDA**.
- 3.2 Any bidder in doubt as to the true meaning of any part of the specifications or other documents may request an interpretation thereof from the Purchasing and Contracts Department. At the request of the bidder, or in the event the Purchasing and Contracts Department deems the interpretation to be substantive, the interpretation will be made by written addendum issued by the Purchasing and Contracts Department. Such addenda issued by the Purchasing and Contracts Department will be available by email or fax and will become part of the bid package having the same binding effect as provisions of the original IFB. **NO VERBAL EXPLANATIONS OR INTERPRETATIONS WILL BE BINDING.** In order to have a request for interpretation considered, the request must be submitted in writing and must be received by the City of Texarkana Purchasing and Contracts Department no later than **October 31, 2016 at 12:00 P.M. CST.**

- 3.3 All addenda, amendments, and interpretations of this solicitation shall be in writing. The City of Texarkana shall not be legally bound by any amendment or interpretation that is not in writing. Only information supplied by the City of Texarkana Purchasing and Contracts Department in writing or in this IFB should be used in preparing bid responses. All contacts that a bidder may have had before or after receipt of this IFB with any individuals, employees, or representatives of the City and any information that may have been read in any news media or seen or heard in any communication facility regarding this bid should be disregarded in preparing responses.
- 3.4 The City does not assume responsibility for the receipt of any addendum sent to bidders.

4 EXAMINATION OF DOCUMENTS AND REQUIREMENTS

- 4.1 Each bidder shall carefully examine all IFB documents and thoroughly familiarize itself with all requirements before submitting a bid to ensure that their bid meets the intent of these specifications.
- 4.2 Before submitting a bid, each bidder shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this Invitation to Bid. Failure to make such investigations and examinations shall not relieve the bidder from obligation to comply, in every detail, with all provisions and requirements of the Invitation to Bid.
- 4.3 Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Purchasing and Contracts Department and a clarification obtained before the bids are received, and if no such notice is received by the Purchasing and Contracts Department prior to the opening of bids, then it shall be deemed that the bidder fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with these plans and specifications. If bidder does not notify Purchasing and Contracts Department before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project.
- 4.4 NO BIDDER SHALL REQUEST ANY INFORMATION VERBALLY. ALL REQUESTS FOR ADDITIONAL INFORMATION OR CLARIFICATION CONCERNING THIS INVITATION TO BID (IFB) MUST BE SUBMITTED IN WRITING NO LATER THAN OCTOBER 31, 2016 AT 12:00 P.M. CST AND ADDRESSED TO:

City of Texarkana
 Purchasing and Contracts Department
 Fax: 903-798-3922
 Email: moores@txkusa.org

5 BID PREPARATION COSTS

- 5.1 Issuance of this IFB does not commit the City of Texarkana, in any way, to pay any costs incurred in the preparation and submission of a bid.
- 5.2 The issuance of this IFB does not obligate the City of Texarkana to enter into contract for any services or equipment.
- 5.3 All costs related to the preparation and submission of a bid shall be paid by the bidder.

6 TRADE SECRETS, CONFIDENTIAL INFORMATION AND THE TEXAS PUBLIC INFORMATION ACT

- 6.1 If you consider any portion of your bid to be privileged or confidential by statute or judicial decision, including trade secrets and commercial or financial information, clearly identify those portions.
- 6.2 The City of Texarkana will honor your notations of trade secrets and confidential information and decline to release such information initially, but please note that the final determination of whether a particular portion of your bid is in fact a trade secret or commercial or financial information that may be withheld from public inspection will be made by the Texas Attorney General or a court of competent jurisdiction. In the event a public information request is received for a portion of your bid that you have marked as being confidential information, you will be notified of such request and you will be required to justify your legal

position in writing to the Texas Attorney General pursuant to Section 552.305 of the Government Code. In the event that it is determined by opinion or order of the Texas Attorney General or a court of competent jurisdiction that such information is in fact not privileged and confidential under Section 552.110 of the Government Code and Section 252.049 of the Local Government Code, then such information will be made available to the requester.

- 6.3 Marking your entire bid CONFIDENTIAL/PROPRIETARY is not in conformance with the Texas Open Records Act.

LICENSES, PERMITS, TAXES

The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.

UTILIZATION OF LOCAL BUSINESS RESOURCES

Prospective bidders are strongly encouraged to explore and implement methods for the utilization of local resources, and to outline in their bid submittal how they would utilize local resources.

CONFLICT OF INTEREST

9.1 The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana.

9.2 By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

CONTRACT DOCUMENTS

10.1 All work covered by the contract shall be done in accordance with contract documents described in the General Conditions.

10.2 All bidders shall be thoroughly familiar with all of the requirements set forth on the contract documents for the construction of this project and shall be responsible for the satisfactory completion of all work contemplated by said contract documents.

PLANS FOR USE BY BIDDERS

It is the intent of the City of Texarkana that all parties with an interest in submitting a bid on the project covered by the contract documents be given a reasonable opportunity to examine the documents and prepare a bid without charge. The contract documents may be examined without charge as noted in the Notice to Bidders.

TIME AND ORDER FOR COMPLETION

12.1 The construction covered by the contract documents shall be substantially completed within **60 WORKING DAYS** from the date specified in the Notice to Proceed issued by the City of Texarkana to the successful bidder.

12.2 The Contractor will be permitted to prosecute the work in the order of his own choosing, provided, however, the City reserves the right to require the Contractor to submit a progress schedule of the work contemplated by the contract documents. In the event the City requires a progress schedule to be submitted, and it is determined by the City that the progress of the work is not in accordance with the progress schedule so submitted, the City may direct the Contractor to take such action as the City deems necessary to ensure completion of the project within the time specified.

PAYMENT

All payments due to Contractor shall be made in accordance with the provisions of the General Conditions of the contract documents.

14 AFFIDAVITS OF BILLS PAID

The City of Texarkana reserves the right, prior to final acceptance of this project to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the improvements contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

15 MATERIALS AND WORKMANSHIP

The intent of these contract documents is that only materials and workmanship of the best quality and grade will be furnished. The fact that the specifications may fail to be sufficiently complete in some detail will not relieve the Contractor of full responsibility for providing materials of high quality and for protecting them adequately until incorporated into the project. The presence or absence of a representative of the City on the site will not relieve the Contractor of full responsibility of complying with this provision. The specifications for materials and methods set forth in the contract documents provide minimum standards of quality, which the Owner believes necessary to procure a satisfactory project.

16 GUARANTEES

- 16.1 All equipment and materials incorporated in the project and all construction shall be guaranteed against defective materials and workmanship. Prior to final acceptance, the Contractor shall furnish to the Owner, a written general guarantee which shall provide that the Contractor shall remedy any defects in the work, and pay for any and all damages of any nature whatsoever resulting in such defects, when such defects appear within ONE year from date of final acceptance of the work as a result of defective materials or workmanship, at no cost to the Owner (City of Texarkana).
- 16.2 The obligations contained herein apply to products and services provided by the Contractor, its subcontractor or any third party involved in the creation or development of the products and services to be delivered to the City of Texarkana under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Texarkana availing itself of any of its rights under the law and under this Contract including, but not limited to, it's right pertaining to termination or default.
- 16.3 The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation to the Contractor's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.

17 PLANS FOR THE CONTRACTOR

The contractor will, upon written request, be furnished up to 3 sets of plans and specifications and related contract documents for use during construction. Plans and specifications for use during construction will only be furnished directly to the Contractor. The Contractor shall then distribute copies of plans and specifications to suppliers, subcontractors or others, as required for proper prosecution of the work contemplated by the Contractor.

18 PROTECTION OF THE WORK

The Contractor shall be responsible for the care, preservation, conservation, and protection of all materials, supplies, machinery, equipment, tools, apparatus, accessories, facilities, and all means of construction, and any and all parts of the work whether the Contractor has been paid, partially paid, or not paid for such work, until the date the City issues its certificate of completion to Contractor. The City reserves the right, after the bids have been opened and before the contract has been awarded, to require of a bidder the following information:

- (a) The experience record of the bidder showing completed jobs of a similar nature to the one covered by the intended contract and all work in progress with bond amounts and percentage completed.
- (b) A sworn statement of the current financial condition of the bidder.
- (c) Equipment schedule.

20 TEXAS STATE SALES TAX

- 20.1 This contract is issued by an organization which qualifies for exemption provisions pursuant to provisions of Article 20.04 of the Texas Limited Sales, Excise and Use Tax Act.
- 20.2 The Contractor must obtain a limited sales, excise and use tax permit which shall enable him to buy the materials to be incorporated into the work without paying the tax at the time of purchase.

21 PROTECTION OF SUBSURFACE LINES AND STRUCTURES

It shall be the Contractor's responsibility to prosecute the work contemplated by the contract documents in such a way as to exercise due care to locate and prevent damage to all underground pipelines, utility lines, conduits or other underground structures which might or could be damaged by Contractor during the construction of the project contemplated by these contract documents. However, such fact shall not relieve the Contractor of his responsibilities aforementioned. All such underground lines or structures cut or damaged by Contractor during the prosecution of the work contemplated by this contract shall be repaired immediately by Contractor to the satisfaction of the City of Texarkana, Texas, at Contractor's expense.

22 BARRICADES AND SAFETY MEASURES

The contractor shall, at his own expense, furnish and erect such barricades, fences, lights and danger signals, and shall take such other precautionary measures for the protection of persons, property and the work as may be necessary. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs, and lights to protect it, and when damage is incurred, the damaged portion shall be immediately removed and replaced by Contractor at his own cost and expense. The Contractor's responsibility for maintenance of barricades, signs, and lights shall not cease until the date of issuance to Contractor of City's certificate of acceptance of the project. All such devices shall conform to the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

23 EXPLOSIVES

- 23.1 The use of explosives will not be permitted unless written permission to do so is obtained by the Contractor from the City. In all cases where written permission is obtained for the use of explosives, the Contractor shall assume full responsibility for all damage, which may occur as a direct or indirect result of the blasting. In addition, in all cases where explosives are authorized to be used, the Contractor shall use utmost care so as not to endanger life or property and the Contractor shall further use only such methods as are currently utilized by persons, firms, or corporations engaged in similar type of construction activity.
- 23.2 Explosive materials shall not be stored or kept at the construction site by the Contractor.
- 23.3 In all cases where explosives are to be used during the construction of the project contemplated by this contract, it shall be the duty of the Contractor to notify each utility company having structures (above or below the ground) in proximity to the site of the work of Contractor's intention to use explosives, and such notice shall be given sufficiently in advance to enable the companies to take such steps as they may deem necessary to protect their property from injury. Such notice, however, shall not relieve the Contractor of responsibility for any damage resulting from his blasting operations.

24 CONTRACTOR'S REPRESENTATIVE

The successful bidder shall be required to have a responsible local representative available at all times while the work is in progress under this contract. The successful bidder shall be required to furnish the name, address and telephone number where such local representative may be reached during the time that the work contemplated by this contract is in progress.

25 LABOR AND WORKING HOURS

- 25.1 Construction work under the contract requiring an inspector shall not be performed on weekends or holidays unless the following conditions exist:
- 25.1.1 The project being constructed is essential to the City of Texarkana's ability to provide the necessary service to its citizens.
 - 25.1.2 Delays in construction are due to factors outside the control of the Contractor. The Contractor is approaching the penalty provisions of the contract and Contractor can show he has made a diligent effort to complete the contract within the allotted time.
- 25.2 Before construction work requiring an inspector is to be performed on Sunday or holidays, the Contractor must notify the Owner's Representative not less than three full working days prior to the weekend or holiday he desires to do work and obtain written permission from the Owner's Representative to do such work. The final decision on whether to allow construction work requiring an inspector on Sunday or holidays will be made by the Owner's Representative.
- 25.3 In any event, if a condition should occur or arise at the site of this project or from the work being done under this contract which is hazardous or dangerous to property or life, the Contractor shall immediately commence work, regardless of the day of the week or the time of day, to correct or alleviate such condition so that it is no longer dangerous to property or life.

26 PROVISIONS CONCERNING ESCALATION CLAUSES

Bids submitted containing any conditions which provide for changes in the stated bid price due to increases or decreases in the cost of materials, labor or other items required for the project will be rejected and returned to the bidder without being considered.

27 PREPARATION FOR BID

- 27.1 The bidder shall submit his bid on forms furnished by the City. All blank spaces in the form shall be correctly filled in and the bidder shall state the price in numerals, for which he intends to do the work contemplated or furnish the materials required. Such prices shall be written in ink, distinctly and legibly, or typewritten. In the case of a discrepancy between the unit price and extended amount, the unit price shall prevail.
- 27.2 If the bid is submitted by an individual, his name must be signed by him or his duly authorized agent. If a bid is submitted by a firm, association, or partnership, the name and address of each member must be given and the bid signed by a member of the firm, association or partnership, or person duly authorized. If the bid is submitted by a company or corporation, the company or corporate name and business address must be given, and the bid signed by an official or duly authorized agent. Powers of attorney authorizing agents or others to sign bids must be properly certified and must be in writing and submitted with the bid. The bid shall be executed in ink.
- 27.3 Each bid shall be enclosed in a sealed envelope, addressed as specified in the Notice to Bidders, and endorsed on the outside of the envelope in the following manner:
- 27.3.1 Bidder's name
 - 27.3.2 Bid for (description of the project [bid number and title]).
- 27.4 Bid submittals may be withdrawn and resubmitted at any time before the time set for opening of the bids, but no bid may be withdrawn or altered thereafter.
- 27.5 **Pursuant to Texas Local Government Code 252.043(g), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.**

28 BOUND COPY OF CONTRACT DOCUMENTS

Bidder understands and agrees that the contract to be executed by bidder shall be bound and will include the following:

- (a) Notice to Bidders.
- (b) General Instructions to Bidders.
- (c) Bidder's Submittal.
- (d) Statutory Bonds (if required).
- (e) Contract Agreement.
- (f) General Conditions.
- (g) Special Conditions (if any).
- (h) Specifications.
- (i) Insurance Certificates for Contractor and all Sub-Contractors.
- (j) All other documents made available to bidder for his inspection in accordance with the Notice to Bidders.

If Plans and Specifications are too bulky or cumbersome to be physically bound, they are to be considered incorporated by reference into the aforementioned contract documents.

29 QUALIFICATIONS OF BIDDERS

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Texarkana that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City of Texarkana about the bidder's qualifications. The City of Texarkana may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Texarkana all information for this purpose that may be requested. The bidder's bid may be deemed not to meet specifications or the bid may be rejected if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Texarkana that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

- (a) The ability, capacity, skill, and financial resources to perform the work or provide the service required.
- (b) The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
- (c) The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
- (d) The quality of performance of previous contracts or services.
- (e) The safety record of the Contractor and proposed Sub-Contractors

Before contract award, the recommended contractor for this project may be required to show that he has experience with similar projects that require the Contractor to plan his work efforts and equipment needs with City of Texarkana specifications in mind. Demonstration of experience shall include a complete list of ALL similar municipal and similar non-municipal current and completed projects for the past three (3) years for review. This list shall include the names of supervisors and type of equipment used to perform work on these projects. In addition, the Contractor may be required to provide the name(s) of supervisor(s) that will be used to perform work on this project in compliance with City of Texarkana specifications herein.

30 BID AWARD

- 30.1 The City of Texarkana reserves the right to reject any or all bids, reject any particular item on a bid, and to waive immaterial formalities and to accept the offer most advantageous to the City of Texarkana in its sole discretion. Unless otherwise specified herein, the City shall award the bid based on the total bid plus the sum of any Alternate Bids or Options the City may select.
- 30.2 Response to specifications is primary in determining the best low bid. Failure to comply with the specifications may result in disqualification of the bid.

- 30.3 In case of tie bids, preference will be given to local bidders. Consistent and continued tie bidding may be cause for rejection of bids by the City of Texarkana and/or investigation by the Attorney General to determine possible Anti-Trust violations.
- 30.4 Before the City may award a bid to a nonresident bidder, the nonresident bidder's bid must be lower than lowest bid submitted by a responsible Texas bidder by the same margin or amount that a Texas bidder would be required to underbid the nonresident bidder in the nonresident bidders' home state.
- 30.5 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.
- 30.6 **NO INDIVIDUAL OF ANY USING DEPARTMENT HAS THE AUTHORITY TO LEGALLY AND/OR FINANCIALLY COMMIT THE CITY TO ANY CONTRACT, AGREEMENT OR PURCHASE ORDER FOR GOODS OR SERVICES, UNLESS SPECIFICALLY SANCTIONED BY THE REQUIREMENTS OF THIS INVITATION TO BID.**

31 ANTI-LOBBYING PROVISION

- 31.1 DURING THE PERIOD BETWEEN THE BID CLOSE DATE AND THE CONTRACT AWARD, BIDDERS, INCLUDING THEIR AGENTS AND REPRESENTATIVES, SHALL NOT DIRECTLY DISCUSS OR PROMOTE THEIR BID WITH ANY MEMBER OF THE TEXARKANA CITY COUNCIL OR CITY STAFF EXCEPT IN THE COURSE OF CITY-SPONSORED INQUIRIES, BRIEFINGS, INTERVIEWS, OR PRESENTATIONS, UNLESS REQUESTED BY THE CITY.
- 31.2 This provision is not meant to preclude bidders from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential bidders, assure that contract decisions are made in public, and to protect the integrity of the bid process. Violation of this provision may result in rejection of the bidder's bid.

32 PREVAILING WAGE RATES

- 32.1 Bidders are required to comply with Texas Government Code, Chapter 2258, Prevailing Wage Rates, with respect to the payment of prevailing wage rates for the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. A worker is employed on a public work if the worker is employed by the contractor or any subcontractor in the execution of the contract for the project
- 32.2 A worker employed on a public work by or on behalf of the City of Texarkana shall be paid not less than the general prevailing rate of per diem wages for the work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for legal holiday and overtime work.
- 32.3 The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022.
- 32.4 It shall be the responsibility of the successful bidder to obtain the proper wage rates for Bowie County, Texas from the U.S. Department of Labor web site for the type of work defined in the bid specifications.

33 PAYMENT AND FILING OF PAYROLLS (FEDERALLY FUNDED PROJECT ONLY)

The contractor and each of his subcontractors shall pay each of his employees engaged in work on the project under this contract in full (less mandatory legal deductions) in cash, or by check readily cashable without discount, not less often than once each week. **The Contractor and each of his subcontractors engaged at the site of the work shall not later than the seventh day following the payment of wages, file with the Owner's Representative, or Engineer, a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, his classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll, that no rebates or deductions (except as shown) have been made, or will in the future be made from the wages paid as shown thereon.** The Contractor must classify employees according to one of the classifications set forth in the schedule of general prevailing rate of per diem wages, which schedule is included in the contract documents. The Contractor shall forfeit as a penalty to the City of Texarkana on whose behalf this contract is made, **sixty dollars** for each laborer, workman, or mechanic employed for each calendar day, or portion thereof, such laborer, workman or mechanic is paid less than the wages assigned to his particular classification as set forth in the schedule of general prevailing rate of per diem wages included in these contract documents.

3. BID SUBMITTAL FORM

3.1 BID SUBMITTAL FORM UNIT PRICE BID CONTRACT

DATE: _____

PROJECT NUMBER: IFB #17-1901-03

GATEWAY SIGN CONSTRUCTION PROJECT

Bid of _____ (hereinafter called Bidder)

To the Honorable Mayor and City Council City of Texarkana, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

The bidder binds himself on acceptance of his bid to execute a contract and any required bonds, according to the accompanying forms, for performing and completing the said work within the time stated and for the prices stated below.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization	1	LS		
2	Barricades, Signs and Traffic Handling	1	LS		
3	Prepare ROW	0.15	AC		
4	Conduit (PVC) (SCH 40) (2")	334	LF		
5	Conduit (PVC) (SCH 40) (2") Bore	75	LF		
6	Conduit (PVC) (SCH 40) (3")	160	LF		
7	Electrical Conductor (No. 10) (Insulated)	860	LF		
8	Electrical Conductor (No. 10) (Bare)	430	SY		
9	Electrical Service TY T 120/240 100 (NS) GS (E) SF (U)	1	EA		
10	Ground Box TY A (122311) W/Apron	1	EA		
11	Ground Box TY A (122311)	1	EA		
12	Gateway Sign	1	LS		
13	Broadcast Seed (Temporary) (Warm Season)	700	SY		
14	Broadcast Seed (Temporary) (Cool Season)	700	SY		
15	Cellulose Fiber Mulch Seeding (Permanent)	750	SY		

16	Silt Fence	350	LF		
	TOTAL BID AMOUNT				

_____ Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project by **60 WORKING DAYS**, thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$100 per day for 1st 10 working days and \$250 per day for anything after the 1st 10 working days** in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **SIXTY (60)** calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Texarkana, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Texarkana in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him

_____ Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$_____) or a Bid Bond in the sum of _____ Dollars (\$_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

Bidder understands and agrees that the contract to be executed by Bidder shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Bidders.

Pursuant to Texas Local Government Code 252.043(a), a competitive sealed bid that has been opened may not be changed for the purpose of correcting an error in the bid price. THEREFORE, ANY CORRECTIONS TO THE BID PRICE MUST BE MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Date: _____

Authorized Signature _____

(Printed or Typed Name) _____

Company _____

Address _____

City, _____ County _____

State _____ Zip Code _____

Telephone: _____ - _____

Fax: _____ - _____

FEDERAL TAX ID or SOCIAL SECURITY No. _____

EMAIL: _____

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

BID #17-1901-03 GATEWAY SIGN CONSTRUCTION PROJECT

3.2 SAFETY RECORD QUESTIONNAIRE

The City of Texarkana City Council desires to avail itself of the benefits of Section 252.0435 of the Local Government Code, and consider the safety records of potential contractors prior to awarding bids on City contracts. Pursuant to Section 252.0435 of the Local Government Code, City of Texarkana has adopted the following written definition and criteria for accurately determining the safety record of a bidder prior to awarding bids on City contracts.

The definition and criteria for determining the safety record of a bidder for this consideration shall be:

The City of Texarkana shall consider the safety record of the bidders in determining the responsibility thereof. The City may consider any incidents involving worker safety or safety of the citizens of the City of Texarkana, be it related or caused by environmental, mechanical, operational, supervision or any other cause or factor. Specifically, the City may consider, among other things:

- a. Complaints to, or final orders entered by, the Occupational Safety and Health Review Commission (OSHRC), against the bidder for violations of OSHA regulations within the past three (3) years.
- b. Citations (as defined below) from an Environmental Protection Agency (as defined below) for violations within the past five (5) years. Environmental Protection Agencies include, but are not necessarily limited to, the U.S. Army Corps of Engineers (USACOE), the U.S. Fish and Wildlife Service (USFWS), the Environmental Protection Agency (EPA), the Texas Commission on Environmental Quality (TCEQ), the Texas Natural Resource Conservation Commission (TNRCC) (predecessor to the TCEQ), the Texas Department of State Health Services (DSHS), the Texas Parks and Wildlife Department (TPWD), the Structural Pest Control Board (SPCB), agencies of local governments responsible for enforcing environmental protection or worker safety related laws or regulations, and similar regulatory agencies of other states of the United States. Citations include notices of violation, notices of enforcement, suspension/revocations of state or federal licenses or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.
- c. Convictions of a criminal offense within the past ten (10) years, which resulted from bodily harm or death.
- d. Any other safety related matter deemed by the City Council to be material in determining the responsibility of the bidder and his or her ability to perform the services or goods required by the bid documents in a safe environment, both for the workers and other employees of bidder and the citizens of the City of Texarkana.

In order to obtain proper information from bidders so that City of Texarkana may consider the safety records of potential contractors prior to awarding bids on City contracts, City of Texarkana requires that bidders answer the following three (3) questions and submit them with their bids:

QUESTION ONE

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of OSHA within the past three (3) years?

YES _____ NO _____

If the bidder has indicated YES for question number one above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such citation:

Date of offense, location of establishment inspected, category of offense, final disposition of offense, if any, and penalty assessed.

QUESTION TWO

Has the bidder, or the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, partnership or institution, received citations for violations of environmental protection laws or regulations, of any kind or type, within the past five years? Citations include notice of violation, notice of enforcement, suspension/revocations of state or federal licenses, or registrations, fines assessed, pending criminal complaints, indictments, or convictions, administrative orders, draft orders, final orders, and judicial final judgments.

YES _____ NO _____

If the bidder has indicated YES for question number two above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such conviction:

Date of offense or occurrence, location where offense occurred, type of offense, final disposition of offense, if any, and penalty assessed.

QUESTION THREE

Has the bidder, or the firm, corporation, partnership, or institution represented by bidder, or anyone acting for such firm, corporation, partnership, or institution, ever been convicted, within the past ten (10) years, of a criminal offense which resulted from serious bodily injury or death?

YES _____ NO _____

If the bidder has indicated YES for question number three above, the bidder must provide to City of Texarkana, with its bid submission, the following information with respect to each such conviction:

Date of offense, location where offense occurred, type of offense, final disposition of offense, in any, and penalty assessed.

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF BOWIE

I certify that I have made no willful misrepresentations in this Questionnaire nor have I withheld information in my statements and answers to questions. I am aware that the information given by me in this questionnaire shall be investigated, with my full permission, and that any misrepresentations or omissions may cause my bid to be rejected.

Signature

Title

3.3 SUSPENSION AND DEBARMENT CERTIFICATION

Federal Law (A-102 Common Rule and OMB Circular A-110) prohibits non-Federal entities from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred or whose principals are suspended or debarred. Covered transactions include procurement contracts for goods or services equal to or in excess of \$50,000 and all non-procurement transactions (e.g., sub-awards to sub-recipients).

Contractors receiving individual awards of \$50,000 or more and all sub-recipients must certify that their organization and its principals are not suspended or debarred by a Federal agency.

Before an award of \$50,000 or more can be made to your firm, you must certify that your organization and its principals are not suspended or debarred by a Federal agency.

I, the undersigned agent for the firm named below, certify that neither this firm nor its principals are suspended or debarred by a Federal agency.

COMPANY NAME: _____

FEDERAL TAX ID or SOCIAL SECURITY No. _____

Signature of Company Official: _____

Printed name of company official signing above: _____

Date Signed: _____

4. LIST OF SUB CONTRACTORS

	Company Name	Location	Services Provided	Minority Owned	
				Yes	No
1.	_____	_____	_____	☐	☐
2.	_____	_____	_____	☐	☐
3.	_____	_____	_____	☐	☐
4.	_____	_____	_____	☐	☐
5.	_____	_____	_____	☐	☐
6.	_____	_____	_____	☐	☐
7.	_____	_____	_____	☐	☐
8.	_____	_____	_____	☐	☐
9.	_____	_____	_____	☐	☐
10.	_____	_____	_____	☐	☐
11.	_____	_____	_____	☐	☐
12.	_____	_____	_____	☐	☐

Contractor Signature

**THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITH YOUR PROPOSAL IF NO
SUB-CONTRACTORS WILL BE USED PLEASE INDICATE SO**

BID # 17-1901-03 GATEWAY SIGN CONSTRUCTION PROJECT

FINAL LIST OF SUB CONTRACTORS

	Company Name	Location	Services Provided	Minority Owned	
				Yes	No
1.				☐	☐
2.				☐	☐
3.				☐	☐
4.				☐	☐
5.				☐	☐
6.				☐	☐
7.				☐	☐
8.				☐	☐
9.				☐	☐
10.				☐	☐
11.				☐	☐
12.				☐	☐
13.				☐	☐
14.				☐	☐
15.				☐	☐
16.				☐	☐

Contractor Signature

THIS FORM SHALL BE COMPLETED AND RETURNED ALONG WITHIN 7 BUSINESS DAYS AFTER BID IS AWARDED IF YOU ARE WINNING BIDDER AND YOU HAVE MADE ANY CHANGES OF SUBSTITUTIONS TO THE SUB-CONTRACTOR LIST SUBMITTED WITH YOUR ORIGINAL BID.

5. **PAYMENT BOND**

**STATUTORY PAYMENT BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN \$50,000)**

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s),
as Principal(s), and _____

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Obligee), in the amount of _____ Dollars (\$_____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____, **2016**, to _____

and said Principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect; PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said Article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this _____ day of _____ **2016**.

Surety

(Company Name)

*By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Bowie County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

* By: _____
(Title)

6. **PERFORMANCE BOND**

STATUTORY PERFORMANCE BOND PURSUANT TO SECTION 2253.021(a)
OF THE TEXAS GOVERNMENT CODE
(CONTRACTS MORE THAN \$100,000)

KNOW ALL MEN BY THESE PRESENTS, that _____ (hereinafter called the Principal(s), as Principal(s), and

(hereinafter called the Surety(s), as Surety(s), are held and firmly bound unto the City of Texarkana (hereinafter called the Obligee), in the amount of _____ Dollars (\$_____) lawful money of the United States for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the ____ day of _____, **2016**, to _____

and said principal under the law is required before commencing the work provided for in said contract to execute a bond in the amount of said contract which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect. PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Section 2253.021(a) of the Texas Government Code, and all liabilities on this bond shall be determined in accordance with the provisions of said article to the same extent as if it were copied at length herein.

IN WITNESS WHEREOF, the said Principal (s) and Surety (s) have signed and sealed this instrument this ____ day of _____, **2016**.

Surety

(Company Name)

* By: _____
(Title)

By: _____
(Printed Name)

(Signature)

(Title)

The undersigned surety company represents that it is duly qualified to do business in Texas, and hereby designates _____ an agent resident in Bowie County to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such suretyship.

Surety

*By: _____
(Title)

7. **CERTIFICATE OF INSURANCE**

INSURANCE REQUIREMENTS

Prior to the award of this contract by the City and before commencing work, the successful bidder shall be required, at his own expense, to furnish the City of Texarkana, Texas, within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City, and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

(a) Commercial General Liability (CGL) insurance at minimum combined single limits of \$1,000,000 per-occurrence and \$2,000,000 general aggregate for bodily injury and property damage. Coverage must be written on an occurrence form. Contractual liability must be maintained with respect to the contractor's obligations contained in the contract. The general aggregate limit must be at least two (2) times the per-occurrence limit. CGL shall include coverage for:

1. Premises/Operations
2. Products Completed Operations
3. Personal Injury

(b) Workers Compensation insurance at statutory limits.

(c) Commercial Automobile Liability insurance at minimum combined single limits of \$1,000,000 per-occurrence for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The successful bidder may maintain reasonable and customary deductibles, subject to approval by the City.

A comprehensive general liability insurance form may be used in lieu of a commercial general liability insurance form. In this event, coverage must be written on an occurrence basis, at limits of \$500,000 per occurrence, combined single limit; and coverage must include a broad form comprehensive general liability endorsement, coverage for products/completed operations, and broad form contractual liability covering the obligations included in the contract.

With reference to the foregoing insurance requirement, the successful bidder shall specifically endorse applicable insurance policies as follows:

- (1) The City shall be named as an additional insured with respect to general liability.
- (2) A waiver of subrogation in favor of the City of Texarkana, Texas shall be contained in the workers compensation coverage.
- (3) All insurance policies shall be endorsed to require the insurer to immediately notify the City of any material change in the insurance coverage.
- (4) All insurance policies shall be endorsed to the effect that the City will receive at least 10 days notice prior to cancellation, non-renewal or termination of the insurance.
- (5) All copies of Certificates of Insurance shall reference the project/contract number for which the insurance is being supplied.

The City prefers that all insurance be purchased from an insurance company that meets the following requirements:

- 1) A financial rating of A:VII or better as assigned by the BEST rating Company or A or better by Standard and Poor's.
- 2) Written by companies approved by the State of Texas and acceptable to the City of Texarkana, Texas.

All insurance must be written on forms filed with and approved by the Texas State Board of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or it's authorized agent, and shall contain provisions representing and warranting the following:

- 1) The insurance set forth by the insurance company are underwritten on forms, which have been approved by the Texas State Board of Insurance.
- 2) Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- 3) Shall specifically set forth the notice of cancellation or termination provisions to the City of Texarkana, Texas.

CONTRACTOR SHALL:

- (1) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;
- (2) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project;
- (4) obtain from each person providing services on a project, and provide to the governmental entity:
 - (A) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) no later than seven days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must (see reverse) be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment and materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee."

"Call the Texas Workers' Compensation Commission at 512-305-7238 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage." and

- (8) contractually require each person with whom it contracts to provide services on a project, to:
- (A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;
 - (C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;
 - (D) provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (E) obtain from each other person with whom it contracts, and provide to the contractor:
 - (i) a certificate of coverage, prior to the other person beginning work on the project; and
 - (ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (G) notify the governmental entity in writing by certified mail or personal delivery, within (ten) 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (H) contractually require each other person with whom it contracts, to perform as required by paragraphs (A) - (H), with the certificate of coverage to be provided to the person for whom they are providing services.

8. CONTRACT

CONTRACT

STATE OF TEXAS
COUNTY OF TEXARKANA

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the City of Texarkana, County of Bowie, State of Texas, acting by and through the Mayor, City of Texarkana, thereunto authorized to do so, hereinafter referred to as OWNER, and _____ of the City of _____, County of _____ and the State of _____ hereinafter termed CONTRACTOR.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER and under the conditions expressed in the bond bearing even date herewith (if any) the CONTRACTOR hereby agrees with OWNER to commence and complete the construction of certain improvements described as follows:

LABOR AND MATERAILS TO CONSTRUCT PROJECT #17-1901-03 GATEWAY SIGN CONSTRUCTION PROJECT

and all extra work in connection therewith, under the terms as stated in the contract documents and at his (or their) own proper cost and expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete the said construction in accordance with the contract documents as defined in the General Conditions of Agreement. _____'s bid dated _____ is incorporated into and made a part of this agreement.

The CONTRACTOR hereby agrees to commence work within **TEN** days after the date written notice to do so shall have been given to him and to substantially complete same within the time specified in the contract documents.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract in accordance with the bid submitted therefore, subject to additions and deductions, as provided in the contract documents and to make payment on account thereof as provided therein.

IN WITNESS WHEREOF, the parties to these presents have executed this agreement in Texarkana, Texarkana County, Texas in the year and day first above written.

CONTRACTOR:

CITY OF TEXARKANA, TEXAS (OWNER):

By: _____
City Manager

By: _____

PRINTED NAME: _____

TITLE: _____

COMPLETE ADDRESS:

Company _____

Address _____

City, State, Zip _____

GENERAL CONDITIONS OF THE AGREEMENT

1. OWNER

Whenever the word Owner, or First Party, are used in this contract, it shall be understood as referring to the City of Texarkana, Texas.

2. CONTRACTOR

Whenever the word Contractor, or Second Party, is used, it shall be understood to mean the person, persons, co-partnership or corporation, to wit _____ who has agreed to perform the work embraced in this contract, or their legal representative.

3. OWNER'S REPRESENTATIVE

Whenever the word Owner's Representative or representative is used in this contract, it shall be understood as referring to, City of Texarkana, or its representative, so designated who shall inspect constructions; or to such other representatives, supervisors, architects, engineers, or inspectors as may be authorized by said Owner to act in any particular under this agreement. Engineers, supervisors or inspectors shall act for the Owner under the direction of Owner's Representative, but shall not directly supervise the Contractor or persons acting on behalf of the Contractor.

4. CONTRACT DOCUMENTS

The contract's documents shall consist of the Notice to Bidders, General Instructions to Bidders, Bid, Signed Agreement, Statutory Bonds (if required), General Conditions of the Agreement, Special Conditions of the Agreement (if any), Specifications, Plans, Insurance Certificates, and all other documents made available to Bidder for inspection in accordance with the Notice to Bidders. The above described materials are sometimes referred to herein as the "contract" or "contract documents".

5. INTERPRETATION OF PHRASES

Whenever the words "Directed," "Permitted," "Designated," "Required," "Considered Necessary," "Prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation or prescription of the Owner's Representative is intended; and similarly, the words "Approved," "Acceptable," "Satisfactory," or words of like import shall mean approved by or acceptable or satisfactory to the Owner's Representative.

6. SUBCONTRACTOR

The term Subcontractor, as employed herein, includes only those having a direct contract with the Contractor for performance of work on the project contemplated by these contract documents. Owner shall have no responsibility to any Subcontractor employed by Contractor for performance of work on the project contemplated by these contract documents, but said Subcontractors shall look exclusively to Contractor for any payments due Subcontractor. The City reserves the right to approve or disapprove the selection of any subcontractor(s).

7. WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an Office of the corporation for whom it is intended, or if delivered at or sent certified mail to the last business address known to the party who gives the notice.

8. CONTRACTOR'S RESPONSIBILITIES

Unless otherwise stipulated, the Contractor shall provide and pay for all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and all water, light, power, fuel, transportation and all other facilities necessary for the execution and completion of the work covered by the contract documents. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of a good quality. The Contractor shall, if required, furnish satisfactory evidence as to the kind and quality of materials. Materials or work described in words which so applied have well known, technical or trade meaning shall be held to refer such recognized standards.

All work shall be done and all materials furnished in strict conformity with the contract documents.

9. SUBSTANTIALLY COMPLETED

The term "Substantially Completed" is meant that the structure or project contemplated by the contract documents has been made suitable for use or occupancy or the facility is in a condition to serve its intended purpose, but still may require minor miscellaneous work and adjustment.

10. LAYOUT

Except as specifically provided herein, the Contractor shall be responsible for laying out all work and shall accomplish this work in a manner acceptable to the Owner's Representative. The Owner's Representative shall check the Contractor's layout of all major structures and any other layout work done by the Contractor at Contractor's request, but this check does not relieve the Contractor of the responsibility of correctly locating all work in accordance with the Plans and Specifications.

11. KEEPING OF PLANS AND SPECIFICATIONS ACCESSIBLE

The Contractor shall be furnished copies of all Plans and Specifications without expense to Contractor and Contractor shall keep one copy of same consistently accessible on the job site.

12. RIGHT OF ENTRY

The Owner's Representative may make periodic visits to the site to observe the progress or quality of the executed work and to determine, in general, if the work is proceeding in accordance with the contract documents. Owner's Representative shall not be required to make exhaustive or continuous onsite inspections to check the quality or quantity of the work, nor shall Owner's Representative be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions incident thereto. Notwithstanding the Owner's Representative's rights of entry hereunder, the Owner's Representative shall not be responsible for the Contractor's failure to perform the work in accordance with the Contract Documents.

13. CONSTRUCTION STAKING

All construction staking will be supplied by the CONTRACTOR. The ENGINEER will not furnish any construction staking to CONTRACTOR.

The CONTRACTOR shall establish and be responsible for the correctness of alignment, elevation and position of all construction required by the contract. As a minimum, construction stakes shall be placed at intervals of 100 feet. In the event that the CONTRACTOR'S personnel are unable to construct an item of work to the tolerances allowed in the specifications with construction stakes at 100-foot intervals, the stakes shall be placed at closer intervals as directed by the ENGINEER. The CONTRACTOR shall provide a qualified and experienced work force to perform this work. He shall keep the ENGINEER informed a reasonable time in advance of the time and place he intends to work, in order that measurements may be made as necessary for the record and for determination of pay quantities.

The ENGINEER may, at his option, make spot or complete checks on all construction alignment and grades to determine the accuracy of the CONTRACTOR'S survey work. These checks, however, will not relieve the CONTRACTOR of his responsibility of constructing the work to the positions and elevations as shown on the plans or approve changes.

The CONTRACTOR shall furnish all stakes and other materials necessary to preserve control points for alignment and grades.

After the project is let to contract, the ENGINEER will furnish the CONTRACTOR, at no cost, with two (2) copies of the earthwork cross sections (when available) , two (2) copies of the computer printouts of the "Design Cross Section List" (when available), and an electronic design file showing proposed and existing surfaces (when available). The ENGINEER will also provide CONTRACTOR with the location of control points used to allow CONTRACTOR to tie into same coordinate system.

Other computations, sketches and drawings used in the design and layout of this project will also be made available to the CONTRACTOR, but these items will not relieve the CONTRACTOR of his responsibility as set out above.

14. OWNER'S REPRESENTATIVE'S AUTHORITY AND DUTY

Unless otherwise specified, it is mutually agreed between the parties to this Agreement that the Owner's Representative has the authority to review all work included herein. The Owner's Representative has the authority to stop the work whenever such stoppage may be necessary to ensure the proper execution of the contract. The Owner's Representative shall, in all cases, determine the amounts and quantities of the several kinds of work which are to be paid for under the contract documents, and shall determine all questions in relation to said work and the construction thereof, and shall, in all cases, decide every question which may arise relative to the execution of this contract on the part of said Contractor. The decision of the Owner's Representative shall be conclusive in the absence of written objection to same delivered to Owner's Representative within fifteen (15) calendar days of any decision or direction by Owner's Representative. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

15. SUPERINTENDENCE AND INSPECTION

It is agreed by the Contractor that the Owner's Representative shall be and is hereby authorized to appoint from time to time such subordinate engineers, supervisors, or inspectors as the said Owner's Representative may deem proper to inspect the materials furnished and the work done under this Agreement, and to see that said material is furnished and said work is done in accordance with the specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the subordinate engineers, supervisors or inspectors for the proper inspection and examination of the work. The Contractor shall regard and obey the directions and instructions of any subordinate engineers, supervisors or inspectors so appointed, when such directions and instructions are consistent with the obligations of this Agreement and accompanying plans and specifications provided, however, should the Contractor object to any orders by any subordinate engineer, supervisor or inspector, the Contractor may within fifteen (15) calendar days make written appeal to the Owner's Representative for its decision. In the absence of timely written objection by Contractor, as provided herein, any and all objection or objections shall be deemed waived.

16. CONTRACTOR'S DUTY AND SUPERINTENDENCE

The Contractor shall give personal attention to the faithful prosecution and completion of this contract and shall keep on the work, during its progress, a competent superintendent and any necessary assistants, all satisfactory to Owner's Representative. The superintendent shall represent the Contractor in its absence and all directions given

to superintendent shall be binding as if given to the Contractor. It is expressly agreed that adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the work and lack of such supervision shall be grounds for suspending operations of the Contractor.

The work, from its commencement to completion, shall be under the exclusive charge and control of the Contractor and all risk in connection therewith shall be borne by the Contractor.

The Owner or Owner's Representatives shall not be responsible for the acts or omissions of the Contractor, or any subcontractors, or any of Contractor's agents or employees, or any other persons performing any of the work.

17. CONTRACTOR'S UNDERSTANDING

It is understood and agreed that the Contractor has, by careful examination, satisfied itself as to the nature and location of the work, the confirmation of the ground, the character, quality and quantity of materials to be encountered, the character of equipment and facilities needed preliminary to and during the prosecution of the work, and the general and local conditions, and all other matters which in any way affect the work under the contract documents. No oral agreement or conversation with any Office, agent, or employee of the Owner, or Owner's Representative either before or after the execution of this contract, shall affect or modify any of the terms or obligations herein contained. Subject to the rights of Owner as set forth in Paragraph 23 hereof, all modifications and/or amendments to the contract documents, shall be in writing, and executed by Owner's Representative and Contractor.

Unless otherwise specified herein, all loss, expense or damage to Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance and the prosecution of the work, shall be sustained and borne by the Contractor at its own cost and expense.

18. CHARACTER OF WORKERS

The Contractor agrees to employ only orderly and competent workers, skillful in the performance in the type of work required under this contract, to do the work; and agrees that whenever the Owner's Representative shall inform Contractor in writing that any man or men on the work, are, in Owner's Representative's sole opinion, incompetent, unfaithful, disorderly, or otherwise unacceptable to Owner or Owner's Representative, such man or men shall be discharged from the work and shall not again be employed on the work without the Owner's Representative's written consent.

19. CONSTRUCTION PLANT

The Contractor shall provide all labor, tools, equipment, machinery and materials necessary in the prosecution and completion of this contract where it is not otherwise specifically provided that Owner shall furnish same, and it is also understood that Owner shall not be held responsible for the care, preservation, conservation, or protection of any materials, tools, equipment or machinery or any part of the work until it is finally completed and accepted.

The building of structures for the housing of men or equipment are permitted only at such places as the Owner's Representative shall consent or direct, and the sanitary conditions of the grounds in or about such structure shall at all times be maintained in a manner satisfactory to the Owner's Representative.

20. SANITATION

Necessary sanitary conveniences for the use of laborers on the work site, properly secluded from public observation, shall be constructed and maintained by the Contractor in such manner and at such points as shall be approved by the Owner's Representative and their use shall be strictly enforced.

21. OBSERVATION AND TESTING

The Owner or Owner's Representative shall have the right at all times to observe and test the work. Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location wherever such work is in preparation or progress. Contractor shall ascertain the scope of any observation that may be contemplated by Owner or Owner's Representative and shall give ample notice as to the time each part of the work shall be ready for such observation. Owner or Owner's Representative may reject any such work found to be defective or not in accordance with the contract documents, regardless of the stage of its completion or the time or place of discovery of such errors and regardless of whether Owner's Representative has previously accepted the work through oversight or otherwise. If any such work should be covered without approval or consent of the Owner, it must, if requested by Owner or Owner's Representative, be uncovered for examination at Contractor's expense. In the event that any part of the work is being fabricated or manufactured at a location where it is not convenient for Owner or Owner's Representative to make observations of such work or require testing of said work, then in such event Owner or Owner's Representative may require Contractor to furnish Owner or Owner's Representative certificates of inspection, testing or approval made by persons competent to perform such tasks at the location where that part of the work is being manufactured or fabricated. All such tests shall be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the contract documents.

If any such work which is required to be inspected, tested, or approved is covered up without written approval or consent of the Owner or Owner's Representative, it must, if requested by the Owner or Owner's Representative, be uncovered for observation and testing at the Contractor's expense. The cost of all such inspections, tests and approvals shall be borne by the Contractor unless otherwise provided herein. Any work which fails to meet the requirements of any such tests, inspections or approvals, and any work which meets the requirements of any such tests or approvals but does not meet the requirements of the contract documents shall be considered defective, and shall be corrected at the Contractor's expense.

Neither observations by the Owner or Owner's Representative, nor inspections, tests, or approvals made by Owner, Owner's Representative, or other persons authorized under the contract documents to make such inspections, tests, or approvals shall relieve the Contractor from its obligation to perform the work in accordance with the requirements of the contract documents.

22. DEFECTS AND THEIR REMEDIES

It is expressly agreed that if the work or any part thereof, or any material brought on the site of the work for use in the work or selected for the same, shall be deemed by the Owner or Owner's Representative as unsuitable or not in conformity with plans, specifications and/or contract documents, the Contractor shall, after receipt of written notice thereof from the Owner's Representative, forthwith remove such material and rebuild or otherwise remedy such work so that it shall be in full accordance with the contract documents. It is further agreed that any remedial action contemplated as hereinabove set forth shall be at Contractor's expense.

23. CHANGES AND ALTERATIONS

The Contractor further agrees that the Owner may make such changes and alterations as the Owner may see fit, in the line, grade, form dimensions, plans or materials for the work herein contemplated, or any part thereof, either before or after the beginning of the construction, without affecting the validity of this contract and the accompanying bond.

If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for a claim for damages, or anticipated profits on the work that may be dispensed with. If they increase the amount of work, and the increased work can fairly be classified under the specifications, such increase shall be paid according to the quantity actually done and at the unit price established for such work under this contract; otherwise such additional work shall be paid for as provided under Extra Work. In case the Owner shall make such changes or alterations as shall make useless any work already done or material already furnished or used in said work, then the

Owner shall recompense the Contractor for any material or labor so used, and for actual expenses incurred in preparation for the work as originally planned.

24. EXTRA WORK

The term "extra work" as used in this contract shall be understood to mean and include all work that may be required by the Owner or Owner's Representative to be done by the Contractor to accomplish any change, alteration or addition to the work as shown on the plans and specifications or contract documents and not covered by Contractor's bid, except as provided under Changes and Alterations herein.

It is agreed that the Contractor shall perform all extra work under the direction of the Owner's Representative when presented with a written work order signed by the Owner's Representative; subject, however, to the right of the Contractor to require written confirmation of such extra work order by the Owner. It is also agreed that the compensation to be paid to the Contractor for performing said extra work shall be determined by the following methods:

- Method (A) - By agreed unit prices; or
- Method (B) - By agreed lump sum; or
- Method (C) - If neither Method (A) or Method (B) be agreed upon before the extra work is commenced, then the Contractor shall be paid the lesser of the following: (1) actual field cost of the extra work, plus fifteen (15%) percent; or (2) the amount that would have been charged by a reasonable and prudent Contractor as a reasonable and necessary cost for performance of the extra work.

In the event said extra work be performed and paid for under Method (C)(1), then the provisions of this paragraph shall apply and the "actual field cost" is hereby defined to include the cost of all workmen, such as foremen, timekeepers, mechanics and laborers, materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used on such extra work, plus actual transportation charges necessarily incurred, together with all expenses incurred directly on account of such extra work, including Social Security, Old Age Benefits, Maintenance Bonds, Public Liability and Property Damage and Workers' Compensation and all other insurances as may be required by law or ordinances or directed by the Owner or Owner's Representative, or by them agreed to. Owner's Representative may direct the form in which accounts of the actual field cost shall be kept and records of these accounts shall be made available to the Owner's Representative. The Owner's Representative may also specify in writing, before the work commences, the method of doing the work and the type and kind of machinery and equipment to be used; otherwise, these matters shall be determined by the Contractor. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using 100%, unless otherwise specified, of the latest Schedule of Equipment and Ownership Expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written extra work order. The fifteen percent (15%) of the actual field cost to be paid to Contractor shall cover and compensate Contractor for its profit, overhead, general superintendence and field office expense, and all other elements of cost and expense not embraced within the actual field cost as herein defined, save that where the Contractor's Camp or Field Office must be maintained primarily on account of such Extra Work, then the cost to maintain and operate the same shall be included in the "actual field cost."

No claim for extra work of any kind shall be allowed unless ordered in writing by Owner's Representative. In case any orders or instructions appear to the Contractor to involve extra work for which Contractor should receive compensation or an adjustment in the construction time, Contractor shall prior to commencement of such extra work, make written request to the Owner's Representative for a written order authorizing such extra work. Should a difference of opinion arise as to what does or does not constitute extra work or as to the payment therefore, and the Owner's Representative insists upon its performance, the Contractor shall proceed with the work after making written request for written order and shall keep adequate and accurate account of the actual field cost thereof, as provided under Method (C) (1). If Contractor does not notify Owner's Representative before the commencement of any extra work, any claim for payment due to alleged extra work shall be deemed waived.

25. DISCREPANCIES AND OMISSIONS

It is further agreed that it is the intent of the contract documents that all work described in the bid, the specifications, plans and other contract documents, is to be done for the prices quoted by the Contractor and that such price shall include all appurtenances necessary to complete the work in accordance with the intent of these contract documents as interpreted by Owner's Representative. **Notices of any discrepancies or omissions in these plans, specifications, or contract documents, shall be given to the Owners' Representative and a clarification obtained before the bids are received, and if no such notice is received by the Owner's Representative prior to the opening of bids, then it shall be deemed that the Contractor fully understands the work to be included and has provided sufficient sums in its bid to complete the work in accordance with these plans and specifications. If Contractor does not notify Owner's Representative before bidding of any discrepancies or omissions, then it shall be deemed for all purposes that the plans and specifications are sufficient and adequate for completion of the project. It is further agreed that any request for clarification must be submitted no later than **October 31, 2016 at 12:00 P.M. CST.****

26. RIGHT OF OWNER TO MODIFY METHODS AND EQUIPMENT

If at any time the methods or equipment used by the Contractor are found to be inadequate to secure the quality of work with the rate of progress required under this contract, the Owner or Owner's Representative may order the Contractor in writing to increase their safety or improve their character and efficiency and the Contractor shall comply with such order. If, at any time, the working force of the Contractor is inadequate for securing the progress herein specified, the Contractor shall, if so ordered in writing, increase its force or equipment, or both, to such an extent as to give reasonable assurance of compliance with the schedule of progress.

27. PROTECTION AGAINST ACCIDENT TO EMPLOYEES AND THE PUBLIC AND GENERAL INDEMNITY

The Contractor shall take out and procure a policy or policies of Workers' Compensation Insurance with an insurance company licensed to transact business in the State of Texas, which policy shall comply with the Workers' Compensation laws of the State of Texas. The Contractor shall at all times exercise reasonable precaution for the safety of employees and others on or near the work and shall comply with all applicable provisions of federal, state and municipal laws and building and construction codes. All machinery and equipment and other physical hazards shall be guarded in accordance with the "Manual of Accident Prevention in Construction" of Associated General Contractors of America, except where incompatible with federal, state or municipal laws or regulations. The Contractor, its sureties and insurance carriers shall defend, indemnify and hold harmless the Owner and all of its Offices, agents and employees against any all losses, costs, damages, expenses, liabilities, claims and/or causes of action, whether known or unknown, fixed, actual, accrued or contingent, liquidated or unliquidated, including, but not limited to, attorneys' fees and expenses, in connection with, incident to, related to, or arising out of, the Contractor's or any subcontractor's, agent's or employee's, in any manner whatsoever, omission, execution and/or supervision of this contract, and the project which is the subject matter of this contract.

The safety precautions taken shall be the sole responsibility of the Contractor, in its sole discretion as an Independent Contractor; inclusion of this paragraph in the Agreement, as well as any notice which may be given by the Owners or the Owner's Representative concerning omissions under this paragraph as the work progresses, are intended as reminders to the Contractor of its duty and shall not be construed as any assumption of duty to supervise safety precautions by either the Contractor or any of its subcontractors.

28. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance as required in **Section 7 of the bid document.** Proof of coverage shall be furnished to the City and written notice of cancellation or any material change shall be provided ten (10) calendar days in advance of cancellation or change. All policies of insurance, required herein, including policies of insurance required to be provided by Contractor and its subcontractors, shall contain a waiver of any and all of the insurer's or payor's, in the event of self-insurance, rights to subrogation that any such insurer or payor, in the event of self-insurance, may acquire by virtue of payment of

any loss under such insurance or self-insurance. All certificates of insurance submitted to the City in conformity with the provisions hereof shall establish such waiver.

The Contractor shall procure and carry at its sole cost and expense through the life of this contract, insurance protection as hereinafter specified. Coverage in excess of that specified herein also shall be acceptable. Such insurance shall be carried with an insurance company authorized to transact business in the State of Texas and shall cover all operations in connection with this contract, whether performed by the Contractor or a subcontractor, or separate policies shall be provided covering the operation of each subcontractor. A certificate of insurance specifying each and all coverages shall be submitted prior to contract execution.

- 28.1 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who shall provide services on the project shall be covered by worker's compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 28.2 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.
- 28.3 Contractor shall:
 - (a) provide coverage for its employees providing services on a project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filling of any coverage agreements;
 - (b) provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
 - (c) provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project;
 - (d) obtain from each person providing services on a project, and provide to the governmental entity:
 - (i) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (ii) no later than seven days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (e) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (f) notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
 - (g) post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Texas Worker's Compensation Act or other commission rules. This notice must be printed with a title in at least 30 point bold type and text in at least 19 point normal type, and shall be in both English and Spanish and any other

language common to the worker population. The text for the notices shall be the following text provided by the commission on the sample notice, without any additional words or changes:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee." "Call the Texas Workers' Compensation Commission at 800-372-7713 or 512-804-4000 (www.tdi.state.tx.us) to receive information of the legal requirements for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage;"

- (h) contractually require each person with whom it contracts to provide services on a project, to:
 - (i) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;
 - (ii) provide a certificate of coverage to the Contractor prior to that person beginning work on the project;
 - (iii) include in all contracts to provide services on the project the following language:

"By signing this contract or providing or causing to be provided a certificate of coverage, the person signing this contract is representing to the governmental entity that all employees of the person signing this contract who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reprinting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions."

29. PROTECTION AGAINST CLAIMS OF SUBCONTRACTORS, LABORERS, MATERIALMEN, AND FURNISHERS OF MACHINERY, EQUIPMENT AND SUPPLIES

Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees that it will indemnify and save the Owner and all of its Offices, agents and employees, harmless against any and all claims, liabilities, losses, damages, expenses and causes of action arising out of, in any way, manner or form, the demands of subcontractors, laborers, workmen, mechanics, material men and furnishers of machinery and parts thereof, equipment, power tools, and supplies, incurred in the performance of this contract and the project which is the subject matter of this contract. When Owner so desires, the Contractor shall furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

30. PROTECTION AGAINST ROYALTIES OR PATENT INVENTION

The Contractor shall pay all royalties and license fees, and shall provide for the use of any design, device, material or process covered by letters patent or copyright by suitable legal agreement with the Patentee or owner thereof. Without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor shall defend all suits or claims for infringement of any patent or copyrights and shall indemnify and save the Owner, and all of its Offices, agents and employees harmless from any loss on account thereof, except that Owner shall defend all such suits and claims and shall be responsible for all such loss when a particular design, device, material or process or the product of a particular manufacturer or manufacturers is specified or required in these contract documents by Owner; provided, however, if choice of alternate design, device, material or process is allowed to the Contractor, then Contractor shall indemnify and save Owner, and all of its Offices, agents and employees harmless from any loss on account thereof. Notwithstanding anything herein to the contrary, if the material or process specified or required by Owner and/or this contract is an infringement, the Contractor shall be

responsible for such loss unless it gives written notice of such infringement to the Owner's Representative prior to bidding.

31. LAWS AND ORDINANCES

The Contractor shall at all times observe and comply with all federal, state and local laws, ordinances and regulations, which in any manner affect the contract or the work, and without limiting, in any way, manner or form, the indemnity provided by Contractor in paragraph 27 hereof, Contractor shall indemnify and save harmless the Owner, and all of its Offices, agents, and employees against any claims arising from the violation of any such laws, ordinances, and regulations, whether by the Contractor, its employees, or subcontractors. If the Contractor observes that the plans and specifications are at variance therewith, he shall notify the Owner's Representative in writing prior to bidding and any necessary changes shall be adjusted as provided in the contract for changes in the work. In the absence of timely written notification to Owner's Representative of such variance or variances within said time, any objection and/or assertion that the plans and specifications are at variance with any federal, state or local laws, ordinances or regulations shall be deemed waived. If the Contractor, its employees or subcontractors perform any work contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner's Representative, Contractor shall bear all costs arising therefrom.

The Owner is a municipal corporation of the State of Texas and the law from which it derives its powers, insofar as the same regulates the objects for which, or the manner in which, or the conditions under which the Owner may enter into contracts, shall be controlling, and shall be considered as part of this contract to the same effect as though embodied herein.

32. SUBCONTRACTING

The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this contract. The Contractor further agrees that subletting of any portion or feature of the work, or materials required in the performance of this contract, shall not relieve the Contractor from its full obligations to the Owner, as provided by the contract documents.

33. TIME FOR SUBSTANTIAL COMPLETION AND LIQUIDATED DAMAGES

It is hereby understood and mutually agreed by and between the Contractor and the Owner, that the date of beginning and time for completion as specified in the contract documents, of work to be done hereunder are essential conditions of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced as provided in the contract documents.

If the Contractor should neglect, fail, or refuse to substantially complete the work within the time herein specified, then the Contractor does hereby agree as part of the consideration for the awarding of this contract, the Owner may withhold permanently from Contractor's total compensation, the sum of **\$100 per day for 1st 10 working days and \$250 per day for anything after the 1st 10 working days**, not as a penalty, but as liquidated damages for the breach of the contract as herein set forth for each and every working day that the Contractor shall be in default after the time stipulated for substantially completing the work.

It is expressly understood and agreed, by and between Contractor and the Owner, that the time for the substantial completion of the work described herein is reasonable time for the completion of the same, taking into consideration the average climatic range and conditions and usual industrial conditions prevailing in this locality. The amount is fixed and agreed upon by and between the Contractor and the Owner because the actual damages the Owner would sustain in such event would be difficult and/or impossible to estimate, however, the amount agreed upon herein is a reasonable forecast of the amount necessary to render just compensation to Owner, and is expressly agreed to be not disproportionate to actual damages as measured at time of breach.

IT IS FURTHER AGREED AND UNDERSTOOD BETWEEN THE CONTRACTOR AND OWNER THAT TIME IS OF THE ESSENCE OF THIS CONTRACT.

34. TIME AND ORDER OF COMPLETION

It is the meaning and intent of this contract, unless otherwise herein specifically provided, that the Contractor shall be allowed to prosecute its work at such time and sessions, in such order of precedence, and in such manner as shall be most conducive to economy of construction; provided, however, that the order and time of prosecution shall be such that the work shall be substantially completed as a whole and in part, in accordance with this contract, the plans and specifications, and within the time of completion designated in the bid; provided, also, that when the Owner is having other work done, either by contract or by its own force, the Owner's Representative may direct the time and manner of constructing work done under this contract so that conflicts will be avoided and the construction of the various works being done for the Owner shall be harmonized.

The Contractor shall submit, at such times as may reasonably be requested by the Owner's Representative, schedules which shall show the order in which the Contractor intends to carry on the work, with dates at which the Contractor will start the several parts of the work and estimated dates of completion of the several parts.

35. TIME OF PERFORMANCE

The Contractor agrees that it has submitted its bid in full recognition of the time required for the completion of this project, taking into consideration the average climatic range and industrial conditions prevailing in this locality, and has considered the liquidated damage provisions of paragraph 34 hereinabove set forth and expressly agrees that it shall not be entitled to, nor will it request, an extension of time on this contract, except when its work has been delayed by an act or neglect of the Owner, Owner's Representative, employees of the Owner or other contractors employed by the Owner, or by changes ordered in the work, or by strike, walkouts, acts of God or the public enemy, fire or flood. Any request for extension shall be in writing with the written request for same setting forth all justifications, in detail, for the request, and submitted to Owner's Representative within twenty (20) calendar days of the occurrence of the event causing said delay. A failure by Owner's Representative to affirmatively grant the extension no later than twenty (20) calendar days of written submission by Contractor shall be deemed a denial, and final. Further, in the absence of timely written notification of such delay and request for extension, as provided herein, any request for extension by Contractor shall be deemed waived.

36. HINDRANCE AND DELAYS

In executing the contract, the Contractor agrees that in undertaking to complete the work within the time herein fixed, Contractor has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays due to unusual and unanticipated circumstances, difficulties or delays in securing material or workmen, or any other cause or occurrence. No charge shall be made by the Contractor for hindrance or delays from any cause during the progress of any part of the work embraced in this contract except where the work is stopped by order of the Owner or Owner's Representative for the Owner's convenience, in which event, such expense as in the sole judgment of the Owner's Representative that is caused by such stoppage shall be paid by Owner to Contractor.

37. QUANTITIES AND MEASUREMENTS

No extra or customary measurements of any kind will be allowed, but the actual measured or computed length, area, solid contents, number and weight only shall be considered, unless otherwise specifically provided. In the event this contract is let on a unit price basis, then Owner and Contractor agree that this contract, including the specifications, plans and other contract documents are intended to show clearly all work to be done and material to be furnished hereunder. Where the estimated quantities are shown, and only when same are expressly stated to be estimates, for the various classes of work to be done and material to be furnished under this contract, they are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing their bids offered for the work. In the event the amount of work to be done and materials to be furnished are expressly stated to be estimated, and only when same are expressly stated to be estimated, it is understood and agreed that the actual amount of work to be done and the materials to be furnished under this contract may differ somewhat from

these estimates, and that where the basis for payment under this contract is the unit price method, payment shall be for the actual amount of work done and materials furnished on the project.

38. PROTECTION OF ADJOINING PROPERTY

The Contractor shall take proper means to protect the adjacent or adjoining property or properties in any way encountered, which may be injured or seriously affected by any process of construction to be undertaken under this agreement, from any damage or injury by reason of said process of construction; and Contractor shall be liable for any and all claims for such damage on account of his failure to fully protect all adjacent property. Without limiting, in any way, manner and form, the indemnity provided by Contractor in paragraph 27 hereof, the Contractor agrees to indemnify, save and hold harmless the Owner, and any of its Offices, agents and employees, against any and all claims or damages due to any injury to any adjacent or adjoining property, related to, arising from or growing out of the performance of this contract.

39. PRICE FOR WORK

In consideration of the furnishing of all necessary labor, equipment and material and the completion of all work by the Contractor, and on the delivery of all materials embraced in this contract in full conformity with the specifications and stipulations herein contained, the Owner agrees to pay the Contractor the price set forth in the bid proposal attached hereto, which has been made a part of this contract, and the Contractor hereby agrees to receive such price in full for furnishing all materials and all labor required for the aforesaid work, also, for all expenses incurred by Contractor and for well and truly performing the same and the whole thereof in the manner and according to this agreement, the attached specifications, plans, contract documents and requirements of Owner's Representative.

40. PAYMENTS

No payments made or certificates given shall be considered as conclusive evidence of the performance of the contract, either wholly or in part, nor shall any certificate or payment be considered as acceptance of defective work. Contractor shall at any time requested during the progress of the work furnish the Owner or Owner's Representative with a verifying certificate showing the Contractor's total outstanding indebtedness in connection with the work. Before final payment is made, Contractor shall satisfy Owner, by affidavit or otherwise, that there are no outstanding liens against Owner's premises by reason of any work under the contract. Acceptance by Contractor of final payment of the contract price shall constitute a waiver of all claims against Owner, Owner's agents and employees, which have not theretofore been timely filed as provided in this contract.

41. PARTIAL PAYMENTS

On or before the tenth day of each month, the Contractor shall submit to Owner's Representative an application for partial payment or, if the Contractor does not submit such application, the Owner's Representative shall determine the amount to be partially paid. Owner's Representative shall review said application for partial payment if submitted, and the progress of the work made by the Contractor and if found to be in order, shall prepare a certificate for partial payment showing as completely as practical the total value of the work done by the Contractor up to and including the last day of the preceding month. The determination of the partial payment by the Owner's Representative shall be in accordance with Paragraph 14 hereof.

The Owner shall then pay the Contractor on or before the fifteenth day of the current month the total amount of the Owner's Representative's Certificate of Partial Payment, less 5% of the amount thereof, which 5% shall be retained until final payment, and further, less all previous payments and all further sums that may be retained by Owner under the terms of the contract documents.

Any partial payment made hereunder shall not constitute a waiver by the Owner of any and all other rights to enforce the express terms of the contract documents, and all remedies provided therein, as to any and all work performed,

to be performed and/or materials delivered hereunder, including, but limited to, work to which said partial payment is attributable.

42. SUBSTANTIAL COMPLETION

Contractor shall give Owner's Representative written notice of substantial completion. Within thirty-one (31) working days after the Contractor has given the Owner's Representative written notice that the work has been substantially completed, the Owner's Representative and/or the Owner shall inspect the work and within said time, if the work be found to be substantially completed in accordance with the contract documents, the Owner's Representative shall issue to the Owner and Contractor a certificate of substantial completion. Notwithstanding the issuance of a certificate of substantial completion, Contractor shall proceed with diligence to finally complete the work within the time provided in this contract.

43. FINAL COMPLETION AND PAYMENT

The Contractor shall give written notice to Owner's Representative of final completion. Upon written notice of final completion, the Owner's Representative shall proceed to make final measurement to determine whether final completion has occurred. If the Owner's Representative determines final completion has occurred, Owner's Representative shall so certify to the Owner. Upon certification by Owner's Representative of final completion, Owner shall pay to the Contractor on or before the 31st working day after the date of certification of final completion, the balance due Contractor under the terms of this agreement. Neither the certification of final completion nor the final payment, nor any provisions in the contract documents shall relieve the Contractor of the obligation for fulfillment of any warranty which may be required in the contract documents and/or any warranty or warranties implied by law or otherwise.

44. CORRECTION OF WORK

Contractor shall promptly remove from Owner's premises all materials condemned by the Owner's Representative on account of failure to conform to the contract documents, whether actually incorporated in the work or not, and Contractor shall at its own expense promptly replace such condemned materials with other materials conforming to the requirements of the contract documents. Contractor shall also bear the expense of restoring all work of other contractors damaged by any such removal or replacement. If Contractor does not remove and replace any such condemned work within a reasonable time after a written notice by the Owner or the Owner's Representative, Owner may remove and replace it at Contractor's expense.

Neither the final payment, nor certification of final completion or substantial completion, nor any provision in the contract documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and Contractor shall remedy any defects due thereto and pay for any damage to other work resulting therefrom, which shall appear within a period of one (1) year from the date of certification of final completion by Owner's Representative.

45. PAYMENT WITHHELD

The Owner or Owner's Representative may, on account of subsequently discovered evidence, withhold or nullify the whole or part of any certification to such extent as may be necessary to protect itself from loss on account of:

- (a) Defective work not remedied and/or work not performed.
- (b) Claims filed or reasonable evidence indicating possible filing of claims.
- (c) Damage to another contractor.

When the above grounds are removed, or the Contractor provides a surety bond satisfactory to the Owner, in the amount withheld, payment shall be made for amounts withheld because of them.

46. CLAIM OR DISPUTE

It is further agreed by both parties hereto that all questions of dispute or adjustment presented by the Contractor shall be in writing and filed with the Owner's Representative within fifteen (15) calendar days after the Owner's Representative has given any direction, order or instruction to which the Contractor desires to take exception. Timely written notice of dispute as provided in this contract of any decision by Owner's Representative or Owner shall be a condition precedent to the bringing and/or assertion of any action or claim by Contractor of any right under this Contract. If the matters set forth in the notice of dispute are not granted or otherwise responded to by Owner's Representative within fifteen (15) calendar days of receipt of notice of dispute by Owner's Representative, said objections shall be deemed denied. Any decision by the Owner's Representative, or deemed denial by the Owner's Representative, shall be final and conclusive in the absence of fraud. It is further agreed that the acceptance by the Contractor of the final payment shall be a bar to any and all claims of the Contractor, and constitute a waiver of the right to assert any claim against Owner, Owner's agents and employees and Owner's Representative, by Contractor.

47. NON-COMPLIANCE AND/OR ABANDONMENT BY CONTRACTOR

In case the Contractor should (1) abandon and fail or refuse to resume work within fifteen (15) calendar days after written notification from the Owner or the Owner's Representative, or (2) if the Contractor fails to comply with the written orders of the Owner's Representative, when such orders are consistent with this contract, then the Surety on the bond shall be notified in writing and directed to complete the work and a copy of said notice shall be delivered to the Contractor. In the event a bond is not required by law, or otherwise obtained by the Contractor, no further notice of such non-compliance to Contractor shall be required.

After receiving said notice of abandonment or non-compliance, the Contractor shall not remove from the work any machinery, equipment, tools, materials or supplies then on the job, but the same, together with any materials and equipment under the contract for work, may be held for use on the work by the Owner or the Surety of the Contractor, or another contractor, in completion of the work; and the Contractor shall not receive any rental or credit therefore (except when used in connection with Extra Work, where credit shall be allowed as provided for under paragraph 24 of this contract); it being understood that the use of such equipment and materials will ultimately reduce the cost to complete the work and be reflected in the final settlement.

In the event the Contractor, or Surety, whichever is applicable, should fail to commence compliance with the notice hereinbefore provided within ten (10) calendar days after service of such notice, and/or shall fail to proceed with diligence to complete the project as contemplated and in compliance with all terms and provisions of the contract documents, then the Owner may exercise any and all remedies available to it pursuant to law, contract, equity or otherwise, including, but not limited to, providing for completion of the work in either of the following elective manners:

- (a) The Owner may employ such force of men and use of machinery, equipment, tools, materials and supplies as said Owner may deem necessary to complete the work and charge the expense of such labor, machinery, equipment, tools, materials and supplies to said Contractor, and the expense so charged shall be deducted and paid by the Owner out of such moneys as may be due, or that may thereafter at any time become due to the Contractor under and by virtue of this Agreement. In case such expense is less than the sum which would have been payable under this contract, if the same had been completed by the Contractor, then said Contractor shall receive the difference. In case such expense is greater than the sum which would have been payable under this contract, if the same had been completed by said Contractor, then the Contractor and/or its Surety shall pay the amount of such excess to the Owner; or
- (b) The Owner, under sealed bids, after notice published as required by law, at least twice in a newspaper having a general circulation in the County of location of the work, may let the contract for the completion of the work under substantially the same terms and conditions which are provided in this contract. In case of any increase in cost to the Owner under the new contract as compared to what would have been the cost under this contract, such increase shall be charged to the Contractor and the Surety shall be and remain

bound therefore. Should the cost to complete any such new contract prove to be less than that which would have been the cost to complete the work under this contract, the Contractor or his Surety shall be credited therewith.

In the event the Owner's Representative elects to complete the work, as described above, when the work shall have been finally completed, the Contractor and his Surety shall be so notified and certification of completion as provided in paragraph 44 hereinabove set forth, shall be issued. A complete itemized statement of the contract accounts, certified to by Owner's Representative as being correct shall then be prepared and delivered to Contractor and his Surety, if applicable, whereon the Contractor or his Surety, or the Owner as the case may be, shall pay the balance due as reflected by said statement within 30 days after the date of certification of completion.

In the event the statement of accounts shows that the cost to complete the work is less than that which would have been the cost to the Owner had the work been completed by the Contractor under the terms of this contract, or when the Contractor and/or his Surety, if applicable, shall pay the balance shown to be due by them to the Owner, then all machinery, equipment, tools, materials or supplies left on the site of the work shall be turned over to the Contractor and/or his Surety, if applicable. Should the cost to complete the work exceed the contract price, and the Contractor and/or his Surety, if applicable, fail to pay the amount due the Owner within the time designated hereinabove, and there remains any machinery, equipment, tools, materials or supplies on the site of the work, notice thereof, together with an itemized list of such equipment and materials shall be mailed to the Contractor and his Surety, if applicable, at the respective addresses designated in this contract; provided, however, that actual written notice given in any manner will satisfy this condition. After mailing, or other giving of such notice, such property shall be held at the risk of the Contractor and his Surety, if applicable, subject only to the duty of the Owner to exercise ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice the Owner may sell such machinery, equipment, tools, materials or supplies and apply the net sum derived from such sale to the credit of the Contractor and his Surety, if applicable. Such sale may be made at either public or private sale, with or without notice, as the Owner may elect. The Owner shall release any machinery, equipment, tools, materials, or supplies that remain on the jobsite and belong to persons other than the Contractor or his Surety, if applicable, to their proper owners.

The remedies provided to Owner by law, equity, contract, or otherwise, shall be cumulative, to the extent permitted by law. It is expressly agreed and understood that the exercise by Owner of the remedies provided in this paragraph shall not constitute an election of remedies on the part of Owner, and Owner, irrespective of its exercise of remedies hereunder, shall be entitled to exercise concurrently or otherwise, any and all other remedies available to it, by law, equity, contract or otherwise, including but not limited to, liquidated damages, as provided in paragraph 34, hereinabove set forth.

48. LIMITATION ON CONTRACTOR'S REMEDY

The remedies of Contractor hereunder shall be limited to, and Owner shall be liable only for, work actually performed by Contractor and/or its subcontractors as set forth in the contract documents, and Owner shall not be liable for any consequential, punitive or indirect loss or damage that Contractor may suffer in connection with the project which is the subject matter of this contract.

49. BONDS

The Contractor is required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the Contractor is required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. All bonds shall be submitted on forms supplied by the Owner, and executed by an approved Surety Company authorized to do business in the State of Texas. It is further agreed that this contract shall not be in effect until such bonds are so furnished.

50. SPECIAL CONDITIONS

In the event special conditions are contained herein as part of the contract documents and said special conditions conflict with any of the general conditions contained in this contract, then in such event the special conditions shall control.

51. LOSS OR EXPENSE DUE TO UNUSUAL OR UNANTICIPATED CIRCUMSTANCES

Unless otherwise specified herein, all loss, expense or damage to the Contractor arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance or from unusual obstructions or difficulties, naturally occurring, man made or otherwise, which may be encountered in the prosecution of the work, shall be sustained and borne by the Contractor at his own cost and expense.

52. INDEPENDENT CONTRACTOR

Contractor is, and shall remain, an independent contractor with full, complete and exclusive power and authority to direct, supervise, and control its own employees and to determine the method of the performance of the work covered hereby. The fact that the Owner or Owner's Representative shall have the right to observe Contractor's work during Contractor's performance and to carry out the other prerogatives which are expressly reserved to and vested in the Owner or Owner's Representative hereunder, is not intended to and shall not at any time change or effect the status of the Contractor as an independent contractor with respect to either the Owner or Owner's Representative or to the Contractor's own employees or to any other person, firm, or corporation.

53. CLEANING UP

The Contractor shall at all times keep the premises free from accumulation of debris caused by the work, and at the completion of the work Contractor shall remove all such debris and also its tools, scaffolding, and surplus materials and shall leave the work room clean or its equivalent. The work shall be left in good order and condition. In case of dispute Owner may remove the debris and charge the cost to the Contractor.

54. HAZARDOUS SUBSTANCES AND ASBESTOS

Hazardous Substances (herein so called), as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C.S. §9601(14)) and the regulations promulgated thereunder, as same may be amended from time to time, hydrocarbons or other petroleum products or byproducts and/or asbestos, in any form, shall not (i) be utilized, in any way, manner or form, in the construction of, or incorporation into, the Project; or (ii) be brought upon, placed, or located, by any party, on the Project site, or any other property of the City, without the written consent of the Owner's Representative. If Contractor believes that the utilization of a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos is necessary in the construction of the Project, or that it is necessary to place and/or otherwise locate upon the site of the Project or other property of the City, a Hazardous Substance, hydrocarbons or other petroleum products or byproducts and/or asbestos, Contractor shall notify the Owner's Representative, and request consent therefrom, at least twenty (20) days prior to such action. Owner's Representative may grant or deny the request of Contractor and provide whatever requirements such consent, if granted, is conditioned upon, in its sole and absolute discretion. If the request of Contractor is not granted, or otherwise not responded to, by Owner's Representative within five (5) days of the receipt of said request, said request shall be deemed to be denied.

In the event Owner's Representative shall consent to the request of Contractor, Contractor shall be responsible for ensuring that all personnel involved in the Project are (i) trained for the level of expertise required for proper performance of the actions contemplated by this Contract and, in particular, in all aspects of handling, storage, disposal and exposure of Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos; and (ii) are provided and utilize all protective equipment, including without limitation, personal protective gear, necessary to provide protection from exposure to Hazardous Substances, hydrocarbons or other petroleum products or byproducts and/or asbestos.

55. NONAPPROPRIATION

All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Texarkana for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

56. THE CITY RIGHT TO AUDIT

At any time during the term of this Contract and for a period of four (4) years thereafter the City or a duly authorized audit representative of the City, or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided under this Contract. In the event such an audit by the City reveals any errors/overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

57. DISCLOSING "INTERESTED PARTIES" TO A CONTRACT, HB1295

A governmental entity (the City) or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

"controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) A list of each interested party for the contract of which the contracting business entity is aware; and
- (2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions. <https://www.ethics.state.tx.us/tec/1295-info.htm>

10 SPECIAL CONDITIONS

1. **TECHNICAL SPECIFICATIONS:** Technical Specifications may be located in the 2014 edition of the Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges. These specifications may be found on the Texas Department of Transportation's website. The link to this website is listed below.

<ftp://ftp.dot.state.tx.us/pub/txdot-info/des/spec-book-1114.pdf>

2. **MATERIALS TESTING:** All materials testing called for in the plans and specifications or as required by the ENGINEER shall be performed by an independent accredited testing laboratory and shall be paid for as follows:

- a. **Design Requirement Testing:** All materials provided by the CONTRACTOR for use in the project shall be tested in order to show compliance with the design requirements in the plans and specifications. This testing shall be scheduled and paid for by the CONTRACTOR prior to the use of the material at the construction site (except for concrete which by necessity is sampled at placement and tested afterward). The City shall be supplied with two copies of the test results. The ENGINEER reserves the right to request additional materials testing should he determine that in his opinion the quality of the materials(s) being used has become suspect. Should such additional design requirement testing be required, it would also be at the expense of the CONTRACTOR. Design testing for HMAC does include the daily extractions and gradations required for proof of specification compliance. The molded specimen for density purposes is considered quality control testing.
- b. **Quality Control Testing:** The in place testing of materials utilized, whether they have been provided by the CONTRACTOR or existed at the construction site for the purpose of determining compliance with the plans and specifications will be termed quality control testing. Quality control testing will be performed as requested by the ENGINEER at location and frequency he determines is necessary to attain sufficient quality control. This testing will be paid for by the City and the CONTRACTOR will be supplied one copy of the results. Should the CONTRACTOR desire additional tests for his information, they will be at his own expense.

3. **PROJECT SIGN:** ~~One sign the size and design noted in the plans shall be constructed and erected as directed by the ENGINEER.~~ NOT REQUIRED FOR THIS PROJECT.

4. **STORMWATER REGULATIONS:** CONTRACTOR shall comply will all Federal, State, and Local Stormwater regulations. CONTRACTOR shall acquire all permits prior to beginning work. CONTRACTOR will assume full responsibility to ensure plans and specifications are carried out accordingly and will be responsible of any penalties levied against the OWNER due to the negligence of the CONTRACTOR. CONTRACTOR may submit their own plans that meet all regulations to OWNER for approval in case CONTRACTOR wants to implement another plan that goes above and beyond plan provided by OWNER. CONTRACTOR shall be responsible to keep plans up to date and make any necessary revisions. OWNER shall approve any additional measures that will be added to plan.

11 SPECIFICATIONS INDEX

Specifications Index
All TxDot Specs are Spec Book 2014
(Any reference specifications are also included)

<u>Bid Item #</u>	<u>Description</u>	<u>Spec</u>
1	Mobilization	TxDOT Item 500 – Mobilization
2	Barricades, Signs, and Traffic Handling	TxDOT Item 502 - Barricades, Signs, and Traffic Handling
3	Right Of Way Preparation	TxDOT Item 100 – Preparing Right Of Way
4	Conduit (PVC) (SCH 40) (2")	TxDOT Item 618 – Conduit
5	Conduit (PVC) (SCH 40) (2") Bore	TxDOT Item 618 – Conduit
6	Conduit (PVC) (SCH 40) (3")	TxDOT Item 618 – Conduit
7	Electrical Conductor (No. 10) (Insulated)	TxDOT Item 620 – Electrical Conductors
8	Electrical Conductor (No. 10) (Bare)	TxDOT Item 620 – Electrical Conductors
9	Electrical Service TY T 120/240 100 (NS) GS (E) SF (U)	TxDOT Item 628 – Electrical Services
10	Ground Box TY A (122311) W/Apron	TxDOT Item 624 – Ground Boxes
11	Ground Box TY A (122311)	TxDOT Item 624 – Ground Boxes
12	Gateway Sign	
13	Broadcast Seed (Temporary) (Warm Season)	TxDOT Item 164 – Seeding for Erosion Control
14	Broadcast Seed (Temporary) (Cool Season)	TxDOT Item 164 – Seeding for Erosion Control
15	Cellulose Fiber Mulch Seeding (Permanent)	TxDOT Item 164 – Seeding for Erosion Control

12 **GENERAL NOTES**

GENERAL NOTES

GENERAL:

Any proposed substitutions of equal items proposed by the contractor shall be submitted to the owner a minimum 7 days prior to the mandatory pre-bid conference for pre-approval. Only pre-approved product substitutions may be utilized.

ITEM 100: Right of Way Preparation

Contractor shall not burn trash, debris, etc. without prior approval from Texarkana, TX Fire Department.

Grind stumps as directed.

No trees other than those shown on the plans for removal shall be removed without prior approval.

ITEM 164: Seeding

Finish slopes with a tracked vehicle running vertically up and down the slope.

Mow tall growing vegetation as directed, to provide optimum growing conditions for temporary or permanent seeded areas in accordance with Item 730 "Roadside Mowing" except for measurement and payment. This work will be subsidiary to pertinent bid items.

Repair seeding, damaged by causes other than the Contractor's operations, as directed using seeding, and fertilizer. This work will be measured and paid for in accordance with the applicable bid items of the contract.

Adjust the seeding mixture and rates if directed.

Do not use Bahia grass.

Use broadcast seeding for temporary erosion control, when and as directed.

Use additional temporary seeding if permanent seeding is placed outside the optimum growing season shown for this item, if directed.

ITEM 502: Barricades, Signs and Traffic Handling

Restrict the movement of equipment across traffic lanes to an absolute minimum.

No work area access from the main lanes of IH 30 will be allowed. All access shall be from the frontage road.

Use strobe lights or rotating beacons on all motorized equipment, operating on or adjacent to the road surface.

ITEM 506: Temporary Erosion, Sedimentation and Environmental Controls

Sprinkle water for dust control. Meet the requirements of Item 204, "Sprinkling" except for measurement and payment. Sprinkling will be considered subsidiary to this Item.

The removal of accumulated silt necessary to maintain proper operation of erosion control devices shall be subsidiary to the pertinent bid items.

The removal of erosion control devices upon final stabilization shall be subsidiary to the pertinent bid items.

Straw wattle may be substituted for silt fence as approved by the engineer.

ITEM 618: Conduit

Install a continuous bare or green insulated copper wire, No. 10 AWG or larger, in the conduit throughout the electrical system in accordance with the electrical detail sheets, and the latest edition of the National Electrical Code.

The locations of conduit as shown are for diagrammatic purposes only and may be varied to meet local conditions, subject to approval.

All conduit placed under existing pavement will be bored as directed. Cutting, trenching or jacking across roadways or driveways will not be permitted without approval.

Install a 3 inch warning tape on trenched conduit runs during backfill operations. The tape will be red polyethylene marked "CAUTION-BURIED ELECTRIC LINE". Place the tape 12 inches above the conduit. Measurement and payment is subsidiary to Item 618, "Conduit".

ITEM 628: Electrical Service

The power company will connect the power to the service lines at the meter base and will furnish and install meters.

Make arrangements with the appropriate electric power company to provide electric service. Notify the electric power company at least 3 weeks in advance of the need for the service connection.

Make all arrangements for electrical service and comply with local standards and practices for proper installation.

Specifications for electrical items requiring UL listed products will be understood to mean UL listed or CSA listed.

Bid Item # 12: Gateway Sign

This item shall provide for the complete construction of the Gateway Sign including but not limited to excavation for sign foundation, concrete foundation, CMU walls, furnishing and installation of stone material, cast stone caps, sign lettering, sign lighting and associated power supply transformer, clean-up and disposal of all excess materials.

A sign mock-up of the proposed stone finish and stucco finish shall be constructed on-site for engineer approval. The stone portion shall be a minimum of 4 feet by 4 feet and the stucco portion shall be a minimum of 4 feet by 2 feet.

A dimensioned color rendering of the sign face with lettering, to scale shall be provided for engineer approval prior to letter fabrication. Included with the rendering, a LED module placement plan for each individual letter shall be provided along with construction details for each individual letter.

CITY OF TEXARKANA, TEXAS

CONSTRUCTION PLANS FOR

E.B. IH 30 GATEWAY SIGN

BID NUMBER: 17-1901-03

CITY OF TEXARKANA, TEXAS



MAYOR
BOB BRUGGEMAN

CITY COUNCIL MEMBERS
JEAN H. MATLOCK
WILLIE J. RAY
TINA VEAL-GOOCH
DR. BRIAN MATTHEWS
CHRISTY P. PADDOCK
JOSH DAVIS

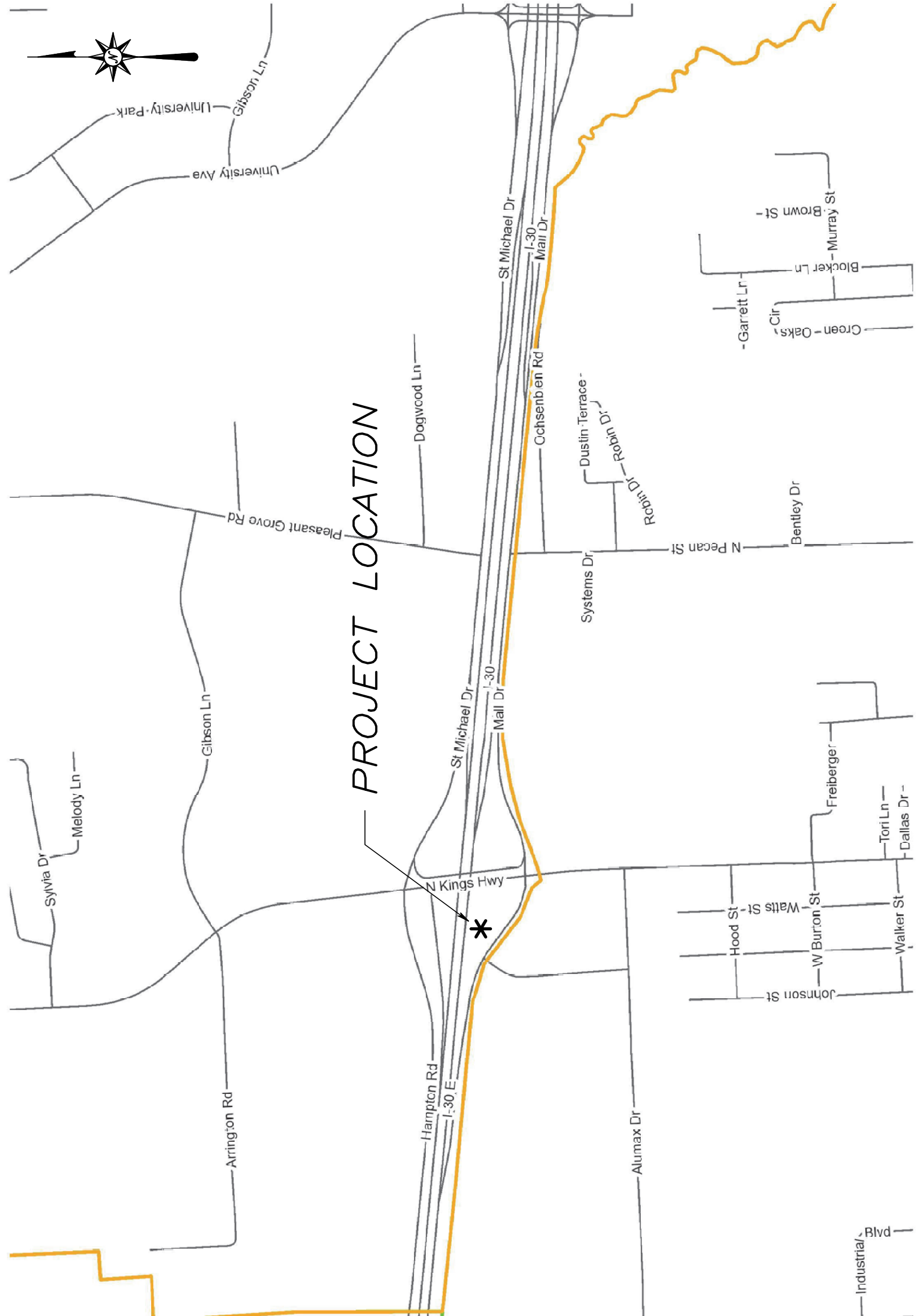
CITY MANAGER
JOHN WHITSON

DIRECTOR OF PUBLIC WORKS
KYLE DOOLEY, P.E., CFM

APPROVED FOR LETTING:

KYLE DOOLEY, P.E., CFM
DIRECTOR OF PUBLIC WORKS

VICINITY MAP
(N.T.S.)



INDEX OF DRAWINGS

- 1. TITLE SHEET
- 2. EXISTING CONDITIONS
- 3. OVERALL SITE PLAN
- 4. SITE PLAN
- 5. SIGN ELEVATION & DETAILS
- 6. ED (1) - 14 *
- 7. ED (3) - 14 *
- 8. ED (4) - 14 *
- 9. ED (5) - 14 *
- 10. ED (6) - 14 *
- 11. ED (7) - 14 *
- 12 - 23. BC (1) - 14 TO BC (12) - 14*

APPROVED BY THE CITY OF TEXARKANA, TEXAS
THIS _____ DAY OF _____ IN THE YEAR OF _____
APPROVED _____ MAYOR
ATTEST _____ CITY SECRETARY

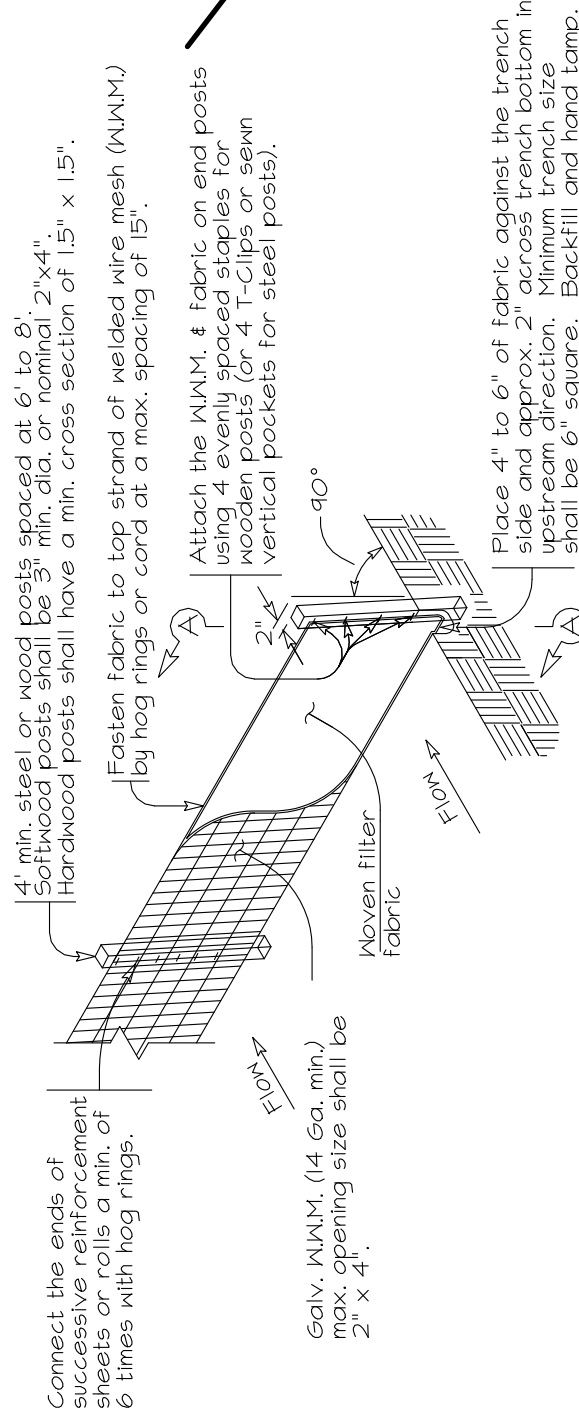
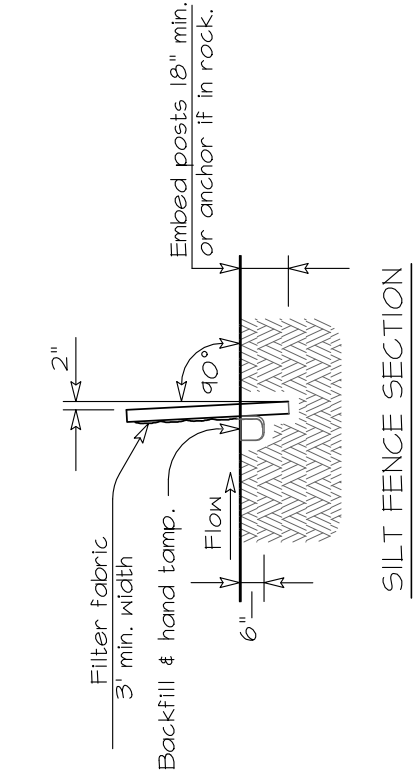
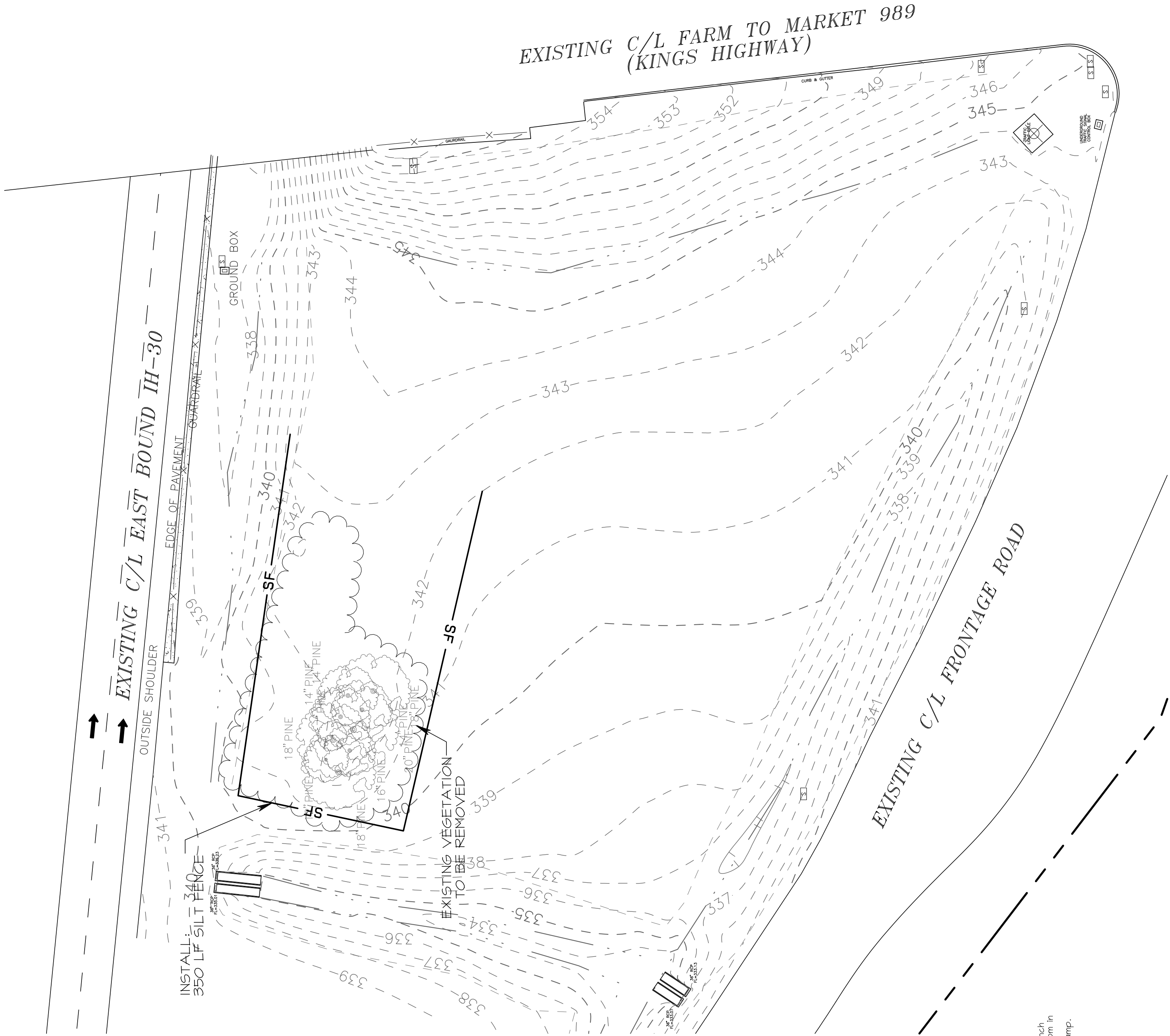
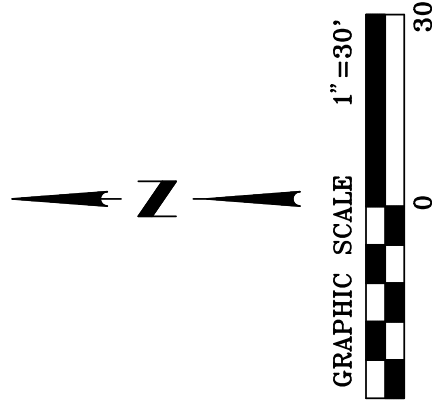


MTG
engineers & surveyors

5930 SUMMERHILL RD.
TEXARKANA TEXAS 75503
P 903.838.8533 | F 903.832.4700
www.mtgengineers.com
TBPE FIRM NO. F-354 | ASBL NO. 125
© MTG 2016



THE STANDARD SHEETS SPECIFICALLY IDENTIFIED ABOVE WITH AN * HAVE BEEN SELECTED BY ME OR UNDER MY RESPONSIBLE SUPERVISION AS BEING APPLICABLE TO THIS PROJECT.



TEMPORARY SEDIMENT CONTROL FENCE

EXISTING CONDITIONS NOTE:

EXISTING CONDITIONS ARE BASED ON THE SURVEY PERFORMED IN DECEMBER, 2015. ANY IMPROVEMENTS TO THE SITE AFTER THE SURVEY DATE ARE NOT SHOWN. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN SITE AND PLANS.

EROSION AND SEDIMENT CONTROL NOTES:

OWNER: CITY OF TEXARKANA
PROJECT TYPE: SIGN CONSTRUCTION
SEQUENCE OF CONSTRUCTION ACTIVITIES:
CONSTRUCTION OF A GATEWAY SIGN, TREE CLEARING & UTILITY CONNECTION
SILT FENCE WILL BE UTILIZED FOR TEMPORARY EROSION CONTROL.
PERMANENT VEGETATIVE COVER (BROADCAST SEED, HYDROMULCH SEEDING OR SOG) WILL BE UTILIZED TO CONTROL EROSION.

THE CITY OF TEXARKANA, TEXAS STANDARD STORMWATER CONSTRUCTION SITE INSPECTION REPORT IS TO BE UTILIZED DURING INSPECTIONS. INSPECTION FREQUENCY SHALL BE DETERMINED BY THE INSPECTOR. INSPECTIONS SHALL BE CONDUCTED WHEN ENCOUNTERED. CONTROLS SHALL BE FIXED OR REPLACED WITHIN 5 WORKING DAYS.
REVISIONS AND UPDATES TO THE EROSION AND SEDIMENT CONTROL PLAN SHALL BE KEPT ON SITE AND SUBMITTED TO THE CITY OF TEXARKANA FOR REVIEW. ANY CHANGES TO THE PLAN SHALL BE UNDER TAKEN.
EXISTING CONDITIONS ARE BASED ON THE SURVEY PERFORMED IN DECEMBER, 2015. ANY IMPROVEMENTS TO THE SITE AFTER THE SURVEY DATE ARE NOT SHOWN. ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCIES BETWEEN SITE AND PLANS.



EXISTING CONDITIONS
& ESCP PLAN

EB IH 30 GATEWAY SIGN
CITY OF TEXARKANA, TEXAS

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
XXX	XXX	156081	2/22/16

File No.	Sheet No.
	2

MTG
engineers
& surveyors

5630 SUMMERHILL RD. | P.O. BOX 3706
TEXARKANA, TEXAS 75501
P 409.836.8593 | F 409.832.4700
www.mtgengineers.com
TBP# FIRM NO. F-354 | ASBL NO. 125
© MTG 2015

GENERAL SITE NOTES

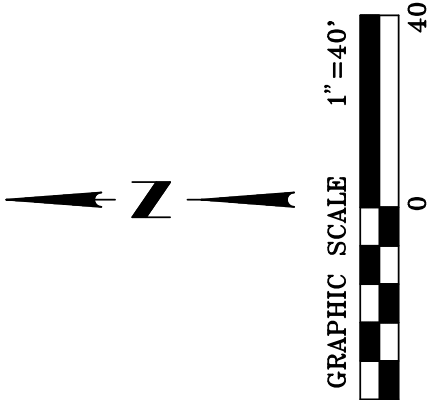
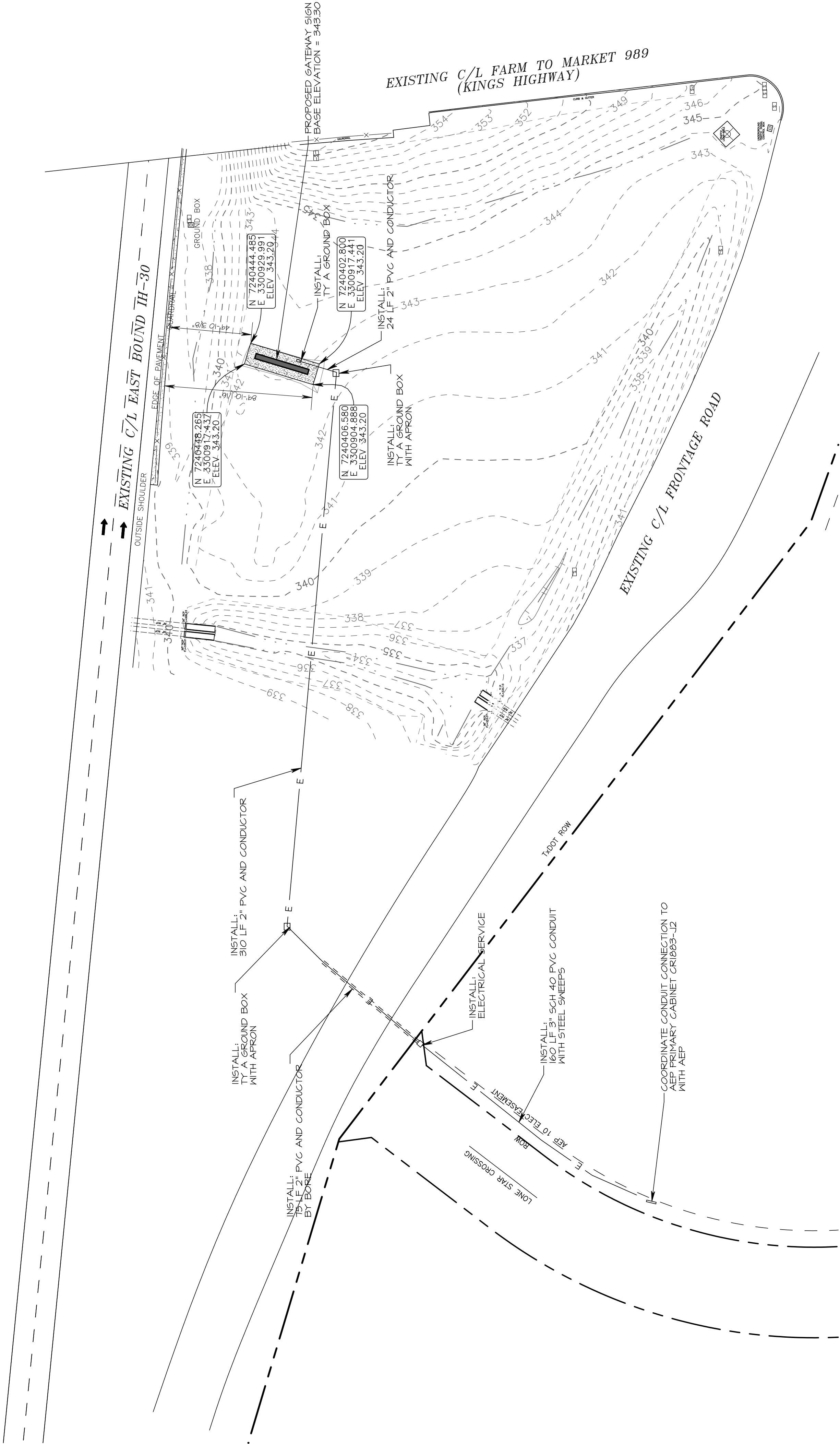
1. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.

2. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.

3. DIMENSIONS SHOWN ON THESE PLANS ARE OUTSIDE FOUNDATION/SLAB LINES.
4. DIMENSIONS SHOWN ARE FROM BACK OF CURB.

5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER.

6. THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.

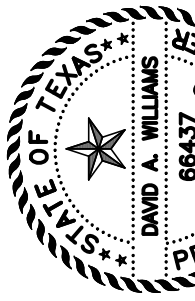


NOTES:

NO WORK AREA ACCESS WILL BE ALLOWED FROM IH 30. ALL ACCESS SHALL BE FROM THE FRONTAGE ROAD. ALL TRAFFIC CONTROL SHALL BE AS SHOWN IN THE PLANS OR AS DIRECTED BY THE ENGINEER. ALL TRAFFIC CONTROL AND DEVICES SHALL BE IN COMPLIANCE WITH THE TxDOT BC STANDARDS AND TEXAS MUTCD.

ALL TREES UNDERGROWTH VINES, ETC. SHALL BE REMOVED A MINIMUM OF 6" BELOW EXISTING GRADE. AFTER CLEARING, A MINIMUM OF 6" OF TOPSOIL SHALL BE PLACED ON THE SURFACE. IN THE AREA OF CLEARING, FINAL GRADING SHALL MATCH THE EXISTING GRADING AND PROVIDE FOR POSITIVE DRAINAGE.

ALL DISTURBED AREAS SHALL HAVE TOPSOIL RESTORED AND BE RE-SEEDED USING CELLOSE FIBER MULCH SEEDING. THE SEED MIXTURE AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH ITEM 164, SEEDING FOR EROSION CONTROL OF THE 2014 TxDOT STANDARD SPECIFICATIONS.



MTG ENGINEERS & SURVEYORS, INC.
TEXAS REGISTERED
ENGINEERING FIRM F-354
10/11/2016

OVERALL
SITE PLAN

EB IH 30 GATEWAY SIGN
CITY OF TEXARKANA, TEXAS

Date	Revision/Description
Drawn By XXX	Checked By XXX
Project No. 156081	Dwg. Date 2/2016
File No.	Sheet No. 3

MTG
engineers & surveyors

5630 SUMMERHILL RD. | P.O. BOX 3706
TEXARKANA, TEXAS 75501
P 409.836.8593 | F 409.832.4700
www.mtgengineers.com
TBPE FIRM NO. F-354 | ASBL NO. 125
© MTG 2015

GENERAL SITE NOTES

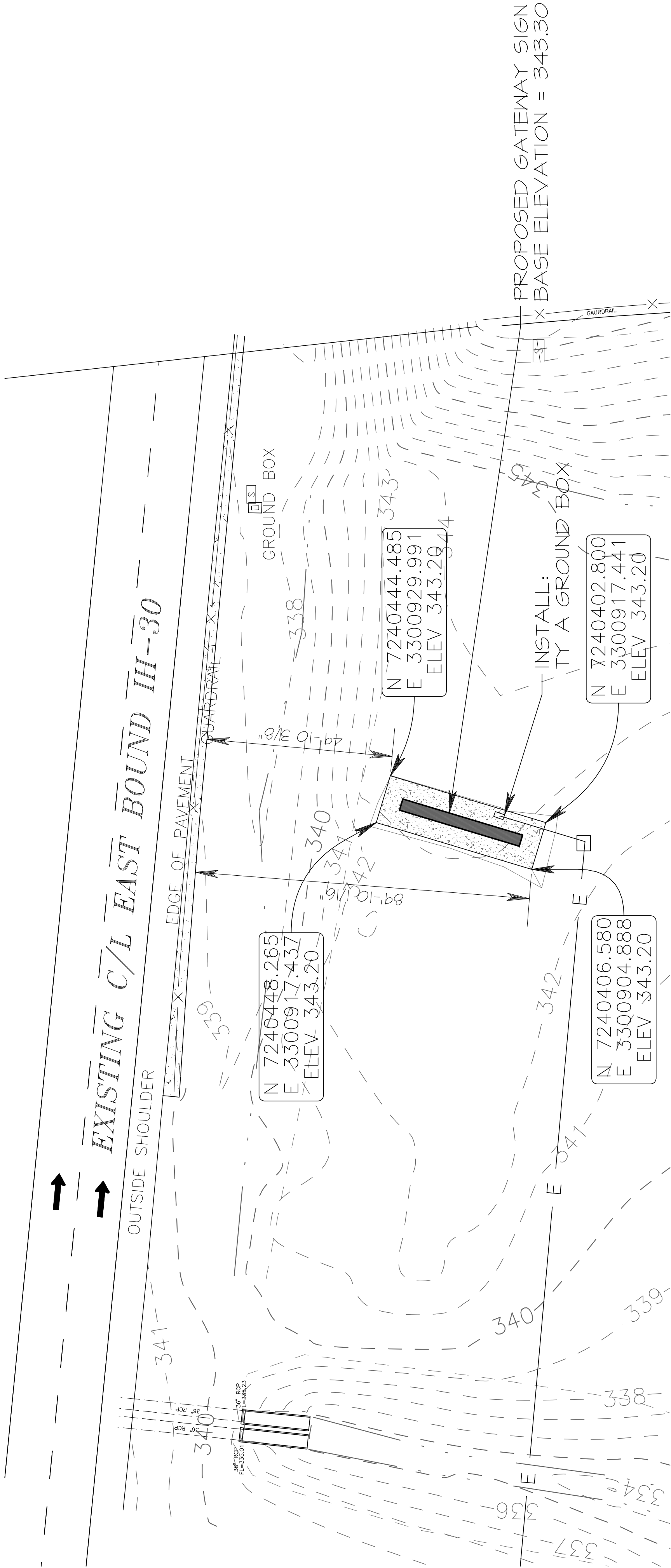
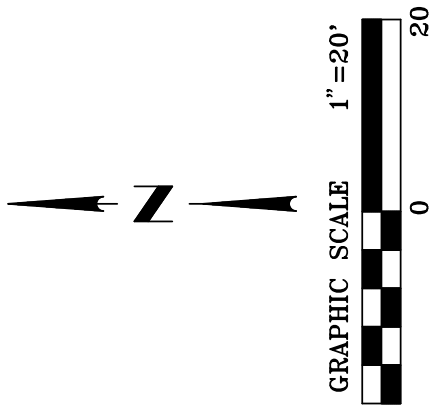
1. CONTRACTOR SHALL FIELD VERIFY HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING AND PLANNED UTILITIES BEFORE CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR PROTECTING EXISTING UTILITIES (SHOWN OR NOT SHOWN) WITHIN SCOPE OF CONSTRUCTION. IF ANY EXISTING UTILITIES ARE DAMAGED, THE CONTRACTOR SHALL REPLACE THEM AT HIS OWN EXPENSE.

2. CONTRACTOR SHALL NOTIFY THE APPROPRIATE AGENCY A MINIMUM OF 2 WORKING DAYS PRIOR TO BEGINNING CONSTRUCTION WITHIN RIGHT-OF-WAY. ALL WORK WITHIN THE RIGHT OF WAY SHALL BE IN COMPLIANCE WITH APPROVED PERMIT.

3. DIMENSIONS SHOWN ON THESE PLANS ARE OUTSIDE FOUNDATION/SLAB LINES.
4. DIMENSIONS SHOWN ARE FROM BACK OF CURB.

5. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ANY OBSTRUCTIONS SUCH AS EXISTING STRUCTURES, FENCES, DEBRIS, OR TREES ON SITE, AND SHALL COORDINATE ALL REMOVAL WITH THE GENERAL CONTRACTOR. NO TREES OR OTHER ITEMS SHALL BE REMOVED WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OWNER.

6. THE CONTRACTOR SHALL PROTECT ALL EXISTING POWER POLES, SIGNS, MANHOLES, TELEPHONE RISERS, WATER VALVES, ETC. DURING ALL CONSTRUCTION PHASES.



NOTES:

NO WORK AREA ACCESS WILL BE ALLOWED FROM IH 30. ALL ACCESS SHALL BE FROM THE FRONTAGE ROAD. ALL TRAFFIC CONTROL SHALL BE SHOWN ON THE PLANS OR AS DIRECTED BY THE ENGINEER. ALL TRAFFIC CONTROL DEVICES SHALL BE IN COMPLIANCE WITH THE TxDOT BC STANDARDS AND TEXAS MUTCD.

ALL TREES, UNDERGROWTH, VINES, ETC. SHALL BE REMOVED A MINIMUM OF 6" BELOW EXISTING GROUND AFTER CLEARING. A MINIMUM OF 6" OF TOPSOIL SHALL BE PLACED ON THE SURFACE. IN THE AREA OF CLEARING, FINAL GRADING SHALL MATCH THE EXISTING GRADING AND PROVIDE FOR POSITIVE DRAINAGE.

ALL DISTURBED AREAS SHALL HAVE TOPSOIL RESTORED AND BE RE-SEEDED USING CELLOSE FIBER MULCH SEEDING. THE SEED MIXTURE AND CONSTRUCTION METHODS SHALL BE IN ACCORDANCE WITH ITEM 164, SEEDING FOR EROSION CONTROL OF THE 2014 TxDOT STANDARD SPECIFICATIONS.



SITE PLAN

EB IH 30 GATEWAY SIGN
CITY OF TEXARKANA, TEXAS

Date	Revision/Description

Drawn By	Checked By	Project No.	Dwg. Date
XXX	XXX	156081	2/2016

File No.	Sheet No.
	4

MTG
engineers & surveyors

5450 SUMMERHILL RD. | P.O. BOX 3706
TEXARKANA, TEXAS 75501
P 409.836.8593 | F 409.832.4700
www.mtgengineers.com
TEBPE FIRM NO. F-254 | ASBL NO. 125
© MTG 2015



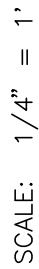
GENERAL NOTES:

ALL CONCRETE SHALL BE 3,000 PSI WITH 4% - 6% ENTRAINED AIR.

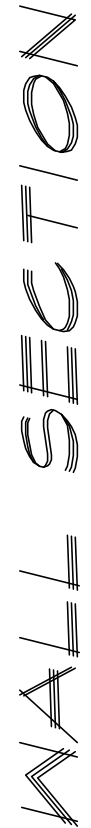
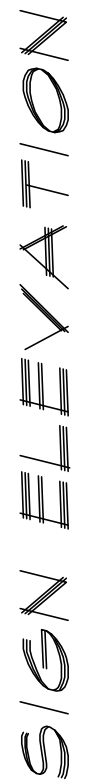
ALL REINFORCEMENT SHALL BE ASTM A-615, GR 60.

EXPOSED EDGES OF FOUNDATION SHALL HAVE A 3/4" CHAMFER AND A LIGHT BROOM FINISH.

ALL DISTURBED AREAS SHALL BE REVEGETATED.



FOUNDATION ELEVATION


$$S^2 \cup D^2 = \mathbb{R}P^2$$


SCALE: $1/4'' = 1'$

SIGN MATERIAL NOTES:

PROPOSED ROCK MATERIAL TO BE A FLAGSTONE TYPE STONE. ALL ROCK MATERIAL TO BE SOLID MORTARED TO CMU WALL AND CONCRETE FOUNDATION.

ALL EXPOSED SURFACES SHALL HAVE THE ROCK SURFACE INCLUDING THE REAR FACE OF THE SIGN.

MESSAGE BACKGROUND TO BE A EGGSHELL COLOR STUCCO MATERIAL.

PROPOSED LETTERS TO BE A NAVY COLORED LED INTERNAL BACKLIGHT LETTER.

INDICATING OR INDICATION IMPROVEMENTS ARE PROPOSED

NO BRIDGES ARE IN MOTION AND MOVEMENTS ARE PROPOSED

ALL ACCESS TO THE WORK SITE WILL BE FROM THE FRONTAGE ROAD. NO ACCESS FROM IH 30 MAIN LANES WILL BE ALLOWED.



MTG ENGINEERS & SURVEYORS, INC.
TEXAS REGISTERED
ENGINEERING FIRM F-354

SIGN ELEVATION & DETAILS

EB IH 30 GATEWAY SIGN
CITY OF TEXARKANA, TEXA

Date	Revision/Description
Drawn By XXX.	Checked By XXX. Project No. 1509PT
	Dwg. Date 2/20/16



GENERAL NOTES FOR ALL ELECTRICAL WORK

- The location of all conduits, junction boxes, ground boxes, and electrical services is diagrammatic and may be shifted to accommodate field conditions.
- Provide new and unused materials. Ensure that all materials and installations comply with the applicable articles of the National Electrical Code (NEC), TxDOT standards and specifications, National Electrical Manufacturers Association (NEMA), and are listed by Underwriters Laboratories (UL) or a Nationally Recognized Testing Lab (NRTL). NRTLs such as Canadian Standard Association (CSA), Intertek Testing Services NA Inc., or FM Approvals LLC can be considered equivalent to UL. Where reference is made to NEMA listed devices, International Electrotechnical Commission (IEC) listed devices will not be considered an acceptable equal to a NEMA listed device. Acceptable devices may have both a NEMA and IEC listing. Faulty fabrication or poor workmanship in any material, equipment, or installation is justification for rejection. Replace or reinstall rejected material or equipment at no additional cost to the Department.
- Miscellaneous nuts, bolts and hardware, except for high strength bolts, may be stainless steel when plans specify galvanized, provided the bolt size is 1/2 in. or less in diameter.
- Provide the following test equipment as required by the Engineer to confirm compliance with the contract and the NEC: voltmeter, ammeter, megohm meter (1000 volt DC), ground resistance tester, torque wrenches, and torque screwdrivers. Ensure all equipment has been properly calibrated within the last year. Provide calibration certification to the Engineer upon request. Operate test equipment during inspection as requested by the Engineer.
- Install grounding as shown on the plans and in accordance with the NEC. Ensure all metallic conduits; metal poles; luminaires; and metal enclosures are bonded to the equipment grounding conductor. Provide stranded bare copper or green insulated grounding conductors. Ground rods, connectors, and bonding jumpers are subsidiary to the various bid items.
- When required by the Engineer, notify the Department in writing of materials from the Material Producers List (MPL) intended for use on each project. Prequalified materials are listed on the MPL on TxDOT's website under "Roadway Illumination and Electrical Supplies." No substitutions will be allowed for materials on this list.

CONDUIT

A. MATERIALS

- Provide conduit, junction boxes, fittings, and hardware as per TxDOT Departmental Material Specification (DMS) 11030 "Conduit" and Item 618 "Conduit" of TxDOT's "Standard Specifications For Construction And Maintenance Of Highways, Streets, And Bridges," latest edition. Provide conduits listed under Item 618 on the MPL under "Roadway Illumination and Electrical Supplies." Provide conduit types according to the descriptive code or as shown on the plans. Do not substitute other types of conduits for those shown. Provide liquidtight flexible metal conduit (LFMC) when flexible conduit is called for on galvanized steel rigid metallic conduit (RMC) systems. Provide liquidtight flexible nonmetallic conduit (LFNC) when flexible conduit is called for on polyvinyl chloride (PVC) systems.
- Provide galvanized steel RMC for all exposed conduits, unless otherwise shown on the plans. Properly bond all metal conduits.
- Unless otherwise shown on the plans, provide junction boxes with a minimum size as shown in the following table, which applies to the greatest number of conductors entering the box through one conduit, with no more than four conduits per box. When a mixture of conductor sizes is present, count the conductors as if all are of the larger size. For situations not applicable to the table, size junction boxes in accordance with NEC.

AWG	3 CONDUCTORS	5 CONDUCTORS	7 CONDUCTORS
#1	10" x 10" x 4"	12" x 12" x 4"	16" x 16" x 4"
#2	8" x 8" x 4"	10" x 10" x 4"	12" x 12" x 4"
#4	8" x 8" x 4"	10" x 10" x 4"	10" x 10" x 4"
#6	8" x 8" x 4"	8" x 8" x 4"	10" x 10" x 4"
#8	8" x 8" x 4"	8" x 8" x 4"	8" x 8" x 4"

- Junction boxes with an internal volume of less than 100 cu. in. and supported by entering raceways must have threaded entries or hubs identified for the intended purpose and supported by connection of two or more rigid metal conduits. Secure conduit within 3 ft. of the enclosure or within 18 in. of the enclosure if all conduit entries are on the same side. Mechanically secure all junction boxes with an internal volume greater than 100 cu. inches.
- Provide hot dipped galvanized cast iron or sand cast aluminum outlet boxes for aluminum boxes containing only 10 AWG or 12 AWG conductors. Do not use die cast aluminum boxes. Size outlet boxes according to the NEC.
- Do not use intermediate metal conduit (IMC) or electrical metallic tubing (EMT) unless specifically required by the plan sheets. When EMT is called for, provide junction boxes made from galvanized steel sheeting, listed and approved for outdoor use, unless otherwise noted on the plans. Size all galvanized steel junction boxes in accordance with the NEC. Provide junction boxes for IMC conduit systems that meet the same requirements for junction boxes used with RMC systems.
- Provide PVC junction boxes intended for outdoor use on PVC conduit systems, unless otherwise noted on the plans.

- Provide PVC elbows in PVC conduit systems, unless otherwise shown on the plans. Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the PVC conduit system. When galvanized steel RMC elbows are specifically called for in the plans and any portion of the RMC elbow is buried less than 18 in., ground the RMC elbow by means of a grounding bushing on a rigid metal extension. Grounding of the rigid metal elbow is not required if the entire RMC elbow is encased in a minimum of 2 in. of concrete. PVC extensions are allowed on these concrete encased rigid metal elbows. RMC or PVC elbows are subsidiary to various bid items.
 - When required, provide High-Density Polyethylene (HDPE) conduit with factory installed internal conductors according to Item 622 "Duct Cable." At the Contractor's request and with approval by the Engineer, substitute HDPE conduit with no conductors for bored schedule 40 or schedule 80 PVC conduit bid under Item 618. Ensure bored HDPE substituted for PVC is schedule 40 and of the same size PVC called for in the plans. Ensure the substituted HDPE meets the requirements of Item 622, except that the conduit is supplied without factory-installed conductors. Make the transition of the HDPE conduit to PVC (or RMC elbow when required) at the bore pit. Provide conduit of the size and schedule as shown on the plans. Do not extend substituted conduit into ground boxes or foundations. Provide PVC or galvanized steel RMC elbows as called for at all ground boxes and foundations.
 - Use two-hole straps when supporting 2 in. and larger conduits. On electrical service poles, properly sized stainless steel or hot dipped galvanized one-hole standoff straps are allowed on the service riser conduit.
- B. CONSTRUCTION METHODS
- Provide and install expansion joint conduit fittings on all structure-mounted conduits at the structure's expansion joints to allow for movement of the conduit. In addition, provide and install expansion joint fittings on all continuous runs of galvanized steel RMC conduit externally exposed on structures such as bridges at maximum intervals of 150 ft. When requested by the Project Engineer, supply manufacturer's specification sheet for expansion joint conduit fittings. Repair or replace expansion joint fittings that do not allow for movement at no additional cost to the Department. Provide the method of determining the amount of expansion to the Engineer upon request. Do not use LFMC or LFNC as a substitute for the required expansion conduit fittings.
 - Space all conduit supports at maximum intervals of 5 ft. Install conduit spacers when attaching metal conduit to surface of concrete structures. See "Conduit Mounting Options" on ED(2). Install conduit support within 3 ft. of all enclosures and conduit terminations.
 - Do not attach conduit supports directly to pre-stressed concrete beams except as shown specifically in the plans or as approved by the Engineer.
 - Unless otherwise shown on the plans, jack or bore conduit placed beneath existing roadways, driveways, sidewalks, or after the base or surfacing operation has begun. Backfill and compact the bore pits below the conduit per Item 476 "Jacking, Boring, or Tunneling Pipe or Box" prior to installing conduit or duct cable to prevent bending of the connections.
 - When placing conduit in the sub-grade of new roadways, backfill all trenches with excavated material unless otherwise noted on the plans. When placing conduit in the sub-base of new roadways, backfill all trenches with cement-stabilized base as per requirements of Items 110 "Excavation", 400 "Excavation and Backfill for Structures", 401 "Flowable Backfill", 402 "Trench Excavation Protection", and 403 "Temporary Special Shoring."
 - Provide and place warning tape approximately 10 in. above all trenched conduit as per Item 618.
 - During construction, temporarily cap or plug open ends of all conduit and raceways immediately after installation to prevent entry of dirt, debris and animals. Temporary caps constructed of durable duct tape are allowed. Tightly fix the tape to the conduit opening. Clean out the conduit and prove it clear in accordance with Item 618 prior to installing any conductors.
 - Ensure conduit entry into the top of any enclosure is waterproof by installing conduit sealing hubs or using boxes with threaded bosses. This includes surface mounted safety switches, meter cans, service enclosures, auxiliary enclosures and junction boxes. Grounding bushings on water tight sealing hubs are not required.
 - Fit the ends of all PVC conduit terminations with bushings or bell end fittings. Provide and install a grounding type bushing on all metal conduit terminations.
 - Install a bonding jumper from each grounding bushing to the nearest ground rod, grounding lug, or equipment grounding conductor. Ensure all bonding jumpers are the same size as the equipment grounding conductor. Bonding of conduit used as a casing under roadways for duct cable is not required, if the duct extends the full length through the casing.
 - At all electrical services, install a 6 AWG solid copper grounding electrode conductor.
 - Place conduits entering ground boxes so that the conduit openings are between 3 in. and 6 in. from the bottom of the box. See the ground box detail on sheet ED(4).
 - Seal ends of all conduits with duct seal, expandable foam, or by other methods approved by the Engineer. Seal conduit immediately after completion of conductor installation and pull tests. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a conduit sealant.
 - File smooth the cut ends of all mounting strut and conduit. Before installing, paint the field cut ends of all mounting strut and RMC (threaded or non-threaded) with zinc rich paint (94% or more zinc content) to alleviate overspray. Use zinc rich paint to touch up galvanized material as allowed under Item 445 "galvanizing." Do not paint non-galvanized material with a zinc rich paint as an alternative for materials required to be galvanized.



Texas Department of Transportation

Traffic Operations Division Standard

ELECTRICAL DETAILS
CONDUITS & NOTES

ED(1) - 14

FILE:	ed1-14.dgn	DWG:	CK:	CK:
© TxDOT	October 2014	CONT:	SECT:	JOB:
REVISIONS				
DIST:				
COUNTY:				
SHEET NO.				
6				

ELECTRICAL CONDUCTORS

A. MATERIAL INFORMATION

- Provide Type XHHW insulated conductors in accordance with Departmental Material Specification (DMS)11040 "Conductors" and Item 620 "Electrical Conductors." Provide conductors as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies." Item 620. Color code insulated conductors in conformance with the NEC. Identify grounding (neutral) conductors with white insulation. Identify grounding conductors (ground wires) with green insulation or bare conductors. Identify ungrounded (hot) conductors with any color insulation except green, white, or gray. Keep color scheme consistent throughout the wiring system. Identify conductors 6 American Wire Gauge (AWG) and smaller by continuous color jacket. Identify electrical conductors 4 AWG and larger by continuous color jacket or by colored tape. When identifying conductors with colored tape, mark at least 6 in. of the conductor's insulation with half laps of tape.
- Provide a solid copper 6 AWG grounding electrode conductor to bond the electrical service equipment to the concrete encased grounding electrode or the ground rod at the service location. Connect the grounding electrode conductor to the ground rod with a UL listed connector in accordance with DMS 11040. Connect the grounding electrode conductor to the concrete encased grounding electrode as shown in the plans.
- Where two or more circuits are present in one conduit or enclosure, permanently identify the conductors of each branch circuit by attaching a non-metallic tag around both circuit conductors at each accessible location. Provide tags with two straps, large enough to indicate circuit number, letter, or other identification as shown in the plans. Print circuit identification on the tag with a permanent marker.
- Use listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors for splicing as specified in DMS 11040. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Provide UL listed gel-filled insulating splice covers. Splicing materials, insulating materials, breakaway disconnects, splice covers, and fuse holders are subsidiary to various bid items.

B. CONSTRUCTION METHODS

- Use only a flat, high tensile strength polyester fiber pull tape for pulling conductors through the conduit system. After installing conductors in conduit, perform conductor pull test. If a conductor cannot be freely pulled, make any needed alterations or repairs at no additional cost to the department. Perform insulation resistance tests in accordance with Item 620. Coordinate with the Engineer to witness the tests.
- Leave 2 ft. minimum, 3 ft. maximum length for each conductor up to the splice in ground boxes. Leave 3 ft. minimum, 4 ft. maximum length of conductor in ground boxes when pulled through with no splice. Leave 1 ft. minimum, 1.5 ft. maximum length of conductor at enclosures, weatherheads and pole bases.
- Make splices only in junction boxes, ground boxes, pole bases, or electrical enclosures and use only listed compression or screw type pressure connectors, terminal blocks, or split bolt connectors. Insulate splices with heavy wall heat shrink tubing or gel-filled insulating splice covers to provide a watertight splice. Overlap conductor insulation with heat shrink tubing a minimum of 2 in. past both sides of the splice. Where heat shrink tubing may not shrink sufficiently to provide a watertight seal around the individual conductors, prior to heating the tubing, increase the diameter of the conductor insulation using hot melt adhesive tape to provide a watertight seal between the individual conductors and the heat shrink tubing. Ensure the tape extends past the heat shrink tubing. Use hot melt adhesive tape to fill the gap and seal the ends of heat shrink tubing. Heat shrink tubing that appears to have been burned, or overheated, is considered defective and must be replaced.
- Size and install gel-filled insulating splice covers according to manufacturer's specifications when used in place of heat shrink tubing.
- Wire nuts with factory applied waterproof sealant may be used for 8 AWG or smaller conductors in above ground junction boxes, but not in pole bases or ground boxes. Install wire nuts in an upright position to prevent the accumulation of water.
- Support conductors in illumination poles with a J-hook at the top of the pole.

- When terminating conductors, remove the insulation and jacketing material without nicking the individual strands of the conductor. Conductors with nicked individual conductor strands or removed strands will be considered damaged.
- Replace conductors and cables that are damaged beyond repair or that fail an insulation resistance test at no additional cost to the department.
- Do not repair damaged conductors with duct tape, electrical tape, or wire nuts. Use only approved splicing methods.
- Do not terminate more than one conductor under a single connector, unless the connector is rated for multiple conductors. Do not exceed the pressure connector's listing for maximum number and size of conductors allowed.

- Install breakaway connectors on conductors bid under Item 620 whenever those conductors pass through a breakaway support device. Follow manufacturer's instructions when terminating conductors to breakaway connectors. Properly torque threaded connections. Proper terminations are critical to the safe operation of breakaway devices. Trim waterproofing boots on breakaway connectors to fit snugly around the conductor to ensure waterproof connection. Only one conductor may enter a single opening in a boot. Provide waterproof boots with the correct number of openings. Leave unused openings factory sealed. Use prequalified breakaway connectors as shown on the MPL.

- Provide and install a separate stranded equipment grounding conductor (EGC) in all conduits that contain circuit wiring of 50 volts or more. Unless shown elsewhere, size the EGC to be the same size as the largest current carrying conductor contained in the conduit. Ensure all EGCs are bonded together at every accessible location. For traffic signal installations, provide a minimum size 8 AWG EGC. The EGC is paid for under Item 620.
- TEMPORARY WIRING
 - Install temporary conductors and electrical equipment in accordance with the NEC article "Temporary Installations" and Department standard sheets.
 - Provide a ground fault circuit interrupter (GFCI) for power outlets for portable electrical equipment, power tools, ice machines, ice storage bins and refrigerators located outdoors at grade. GFCI may be any one of the following: molded cord and plug set, receptacle, or circuit breaker type.
 - Use listed wire nuts with factory applied sealant for temporary wiring where approved.
 - Enclose conductor splices within a listed enclosure or ground box, or ensure the splices are more than 10 ft. above grade vertically and more than 5 ft. horizontally from any metal structure. Where installing temporary conductors in areas subject to vehicle traffic or mobile construction equipment, ensure the vertical clearance to ground is at least 18 ft. when measured at the lowest point. Ground messenger wires that support power conductors in conformance with the NEC.
 - Protect and when necessary repair any existing electrical conduits uncovered during the construction process in a timely manner and in conformance with the NEC.

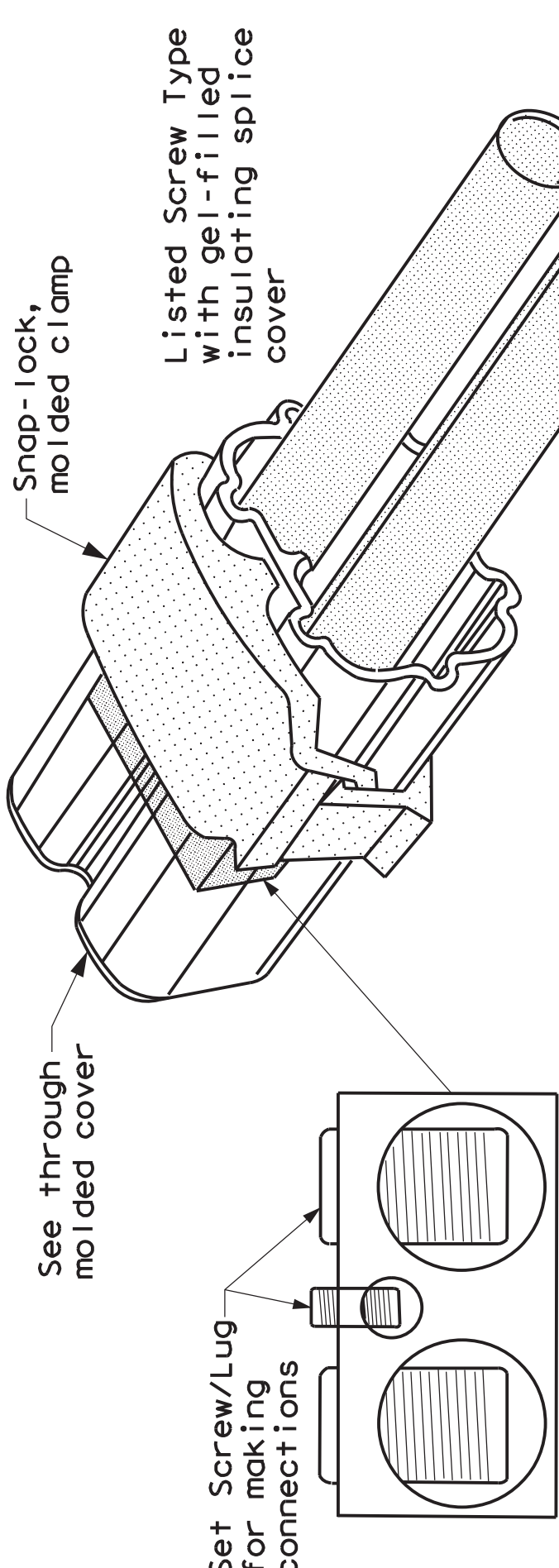
GROUND RODS & GROUNDING ELECTRODES

A. MATERIAL INFORMATION

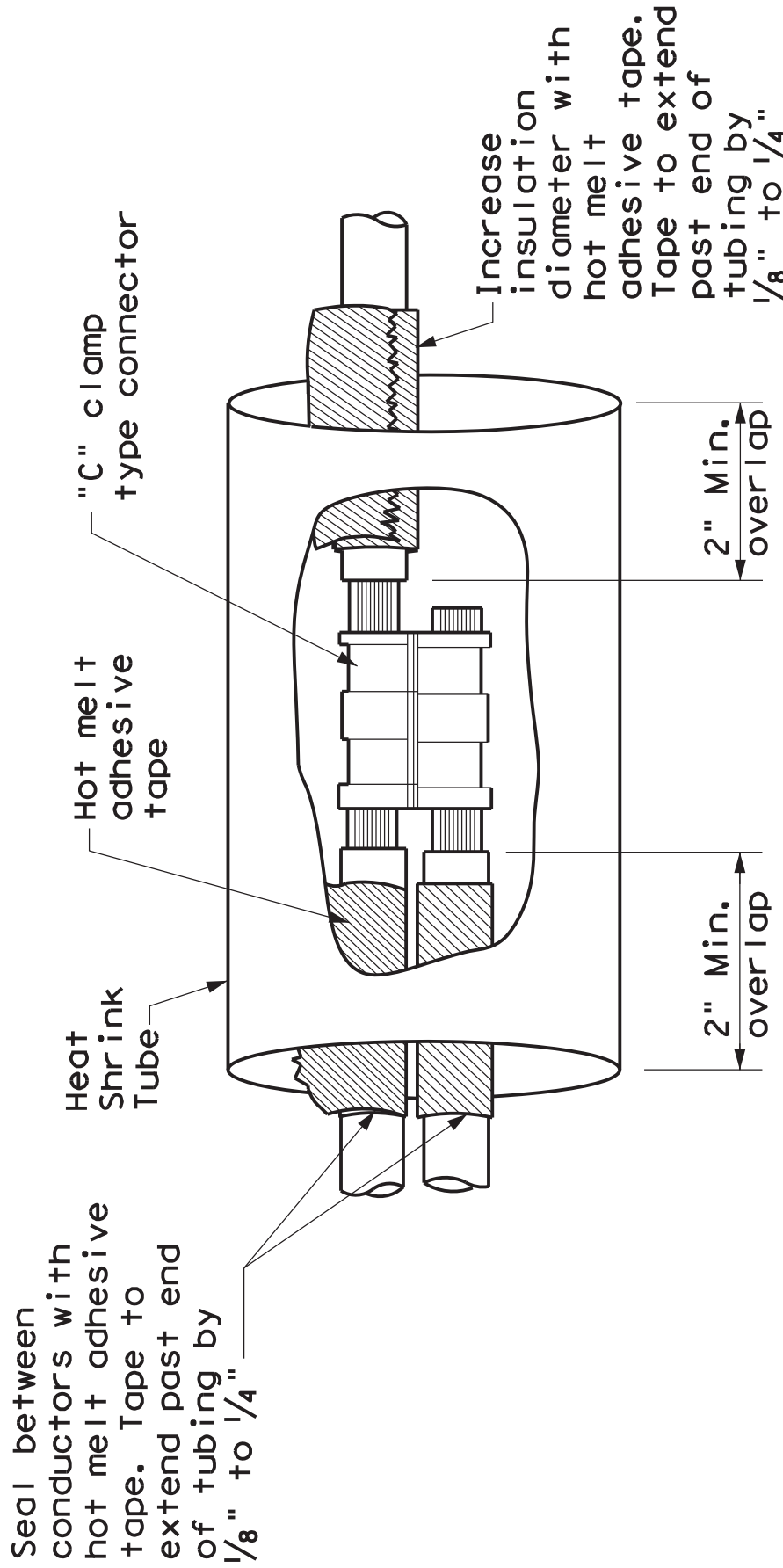
- Provide and install a grounding electrode at electrical services. Provide ground rods according to DMS 11040 and the plans. Larger diameter or longer length rods may be called for in some specific locations, see the individual plans sheets. Concrete encased grounding electrodes may be called for in specific locations including electrical service, see individual plan sheets.

B. CONSTRUCTION METHODS

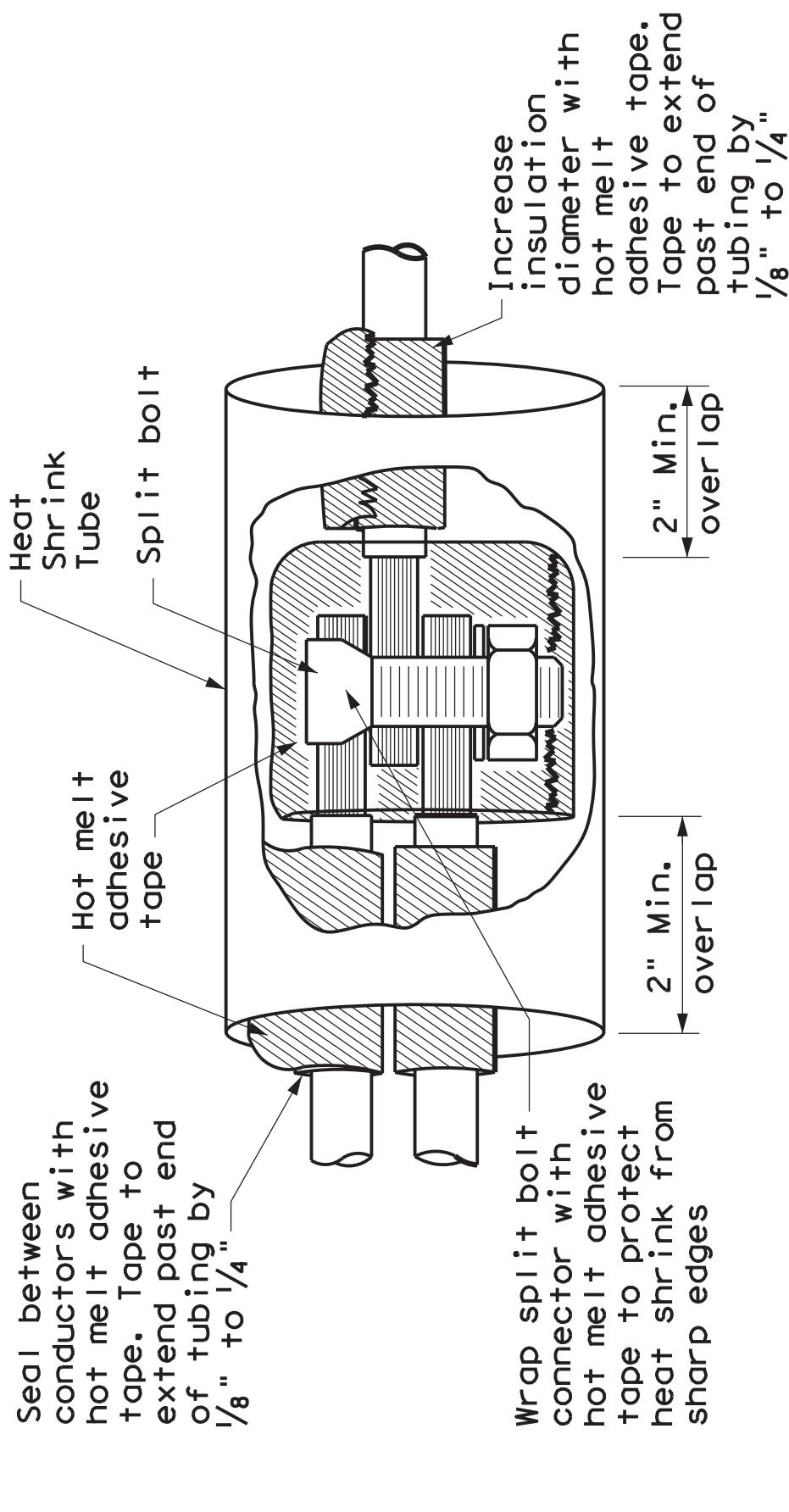
- Furnish auxiliary ground rods for lightning protection and install in soil, concrete, or both, as called for in the plans. For ground rods installed in concrete, ensure the connection of the conductor to the ground rod is readily accessible for inspection or repairs. For ground rods installed in soil, ensure that the upper end is between 2 to 4 in. below finished grade.
- Do not place ground rods in the same drilled hole as a timber pole.
- Install ground rods so the imprinted part number is at the upper end of the rod.
- Remove all non-conductive coatings such as concrete splatter from the rod at the clamp location.
- Route all conductors as short and straight as possible for connection to lightning protection ground rods. When a bend is required, ensure a minimum radius bend of four inches for these conductors.
- Unless otherwise called for in the plans, protect grounding electrode conductors with non-metallic conduit. When protecting grounding electrode conductors with metal conduit, provide and install a grounding type bushing and properly sized bonding jumper on each end of the metal conduit.
- Written authorization is required before installing a ground rod in a horizontal trench for rocky soil or a solid rock bottom.



SPLICE OPTION 3
Listed Screw Type



SPLICE OPTION 1
Compression Type



SPLICE OPTION 2
Split Bolt Type



Texas Department of Transportation

Traffic
Operations
Division
Standard

ELECTRICAL DETAILS
CONDUCTORS

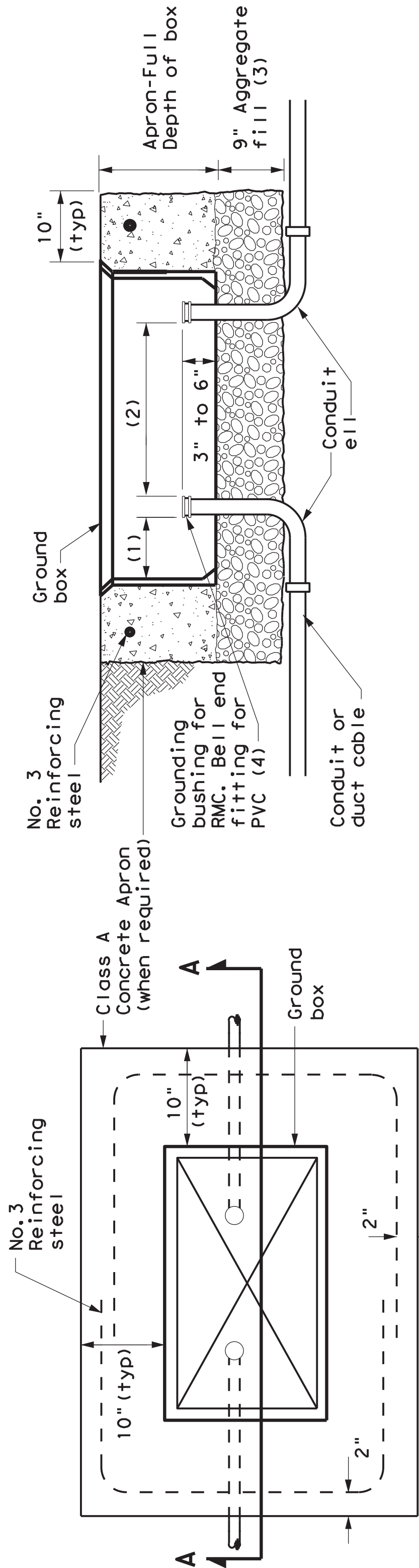
ED (3) - 14

FILE:	ed3-14.dgn	DWG: TXDOT	CHK: TXDOT	DATE: TXDOT
REVISIONS	October 2014	CONT: TXDOT	SECT: TXDOT	HIGHWAY
DIST	COUNTY	SHEET NO.	7	

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:

FILE:



PLAN VIEW

APRON FOR GROUND BOX

SECTION A - A

- (1) Uniformly space ends of conduits within the ground box. Position ends of conduits so that ground box walls do not interfere with the installation of grounding bushings or bell end fittings.
- (2) Maintain sufficient space between conduits to allow for proper installation of bushing.
- (3) Place aggregate under the box, not in the box. Aggregate should not encroach on the interior volume of the box.
- (4) Install a grounding bushing on the upper end of all RMC terminating in a ground box. Ground RMC elbows when any part of the elbow is less than 18 in. below the bottom of the ground box. Install a PVC bushing or bell end fitting on the upper end of all PVC conduits terminating in a ground box.

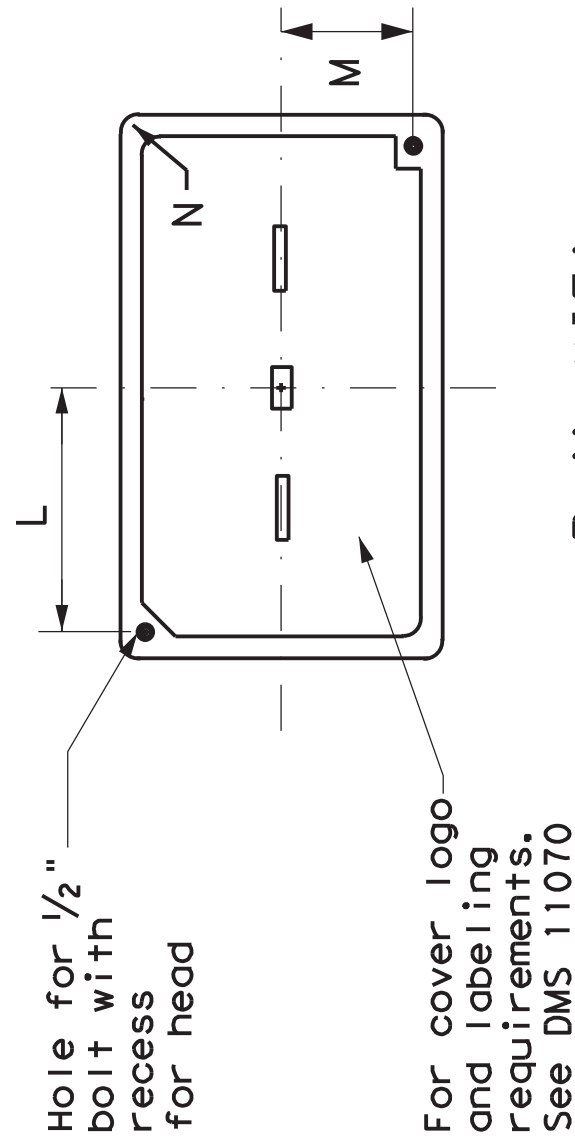
GROUND BOXES

A. MATERIALS

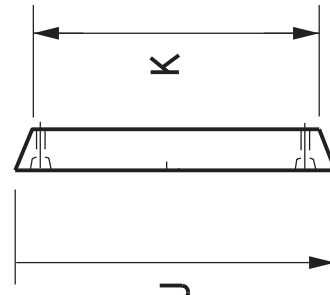
1. Provide polymer concrete ground boxes measuring 16x30x24 in. (WxLxD) or smaller in accordance with Departmental Material Specification (DMS) 11070 "Ground Boxes" and Item 624 "Ground Boxes."
2. Provide Type A, B, C, D, and E ground boxes as shown in the plans, and as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies," Item 624.
3. Ensure ground box cover is correctly labeled in accordance with DMS 11070.
4. Provide larger ground boxes in accordance with Item 624 and as shown in the plans.

B. CONSTRUCTION METHODS

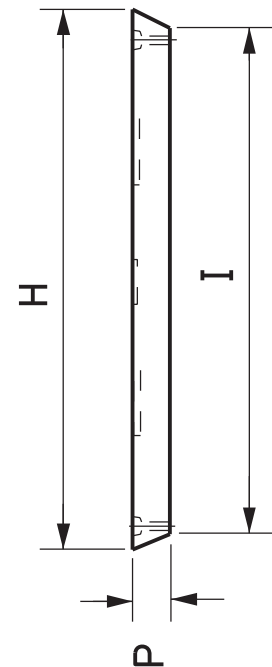
1. Remove all gravel and dirt from conduit. Cap all conduits prior to placing aggregate and setting ground box. Provide Grade 3 or 4 coarse aggregate as shown on Table 2 of Item 302 "Aggregates for Surface Treatments." Ensure aggregate bed is in place and at least 9 inches deep, prior to setting the ground box. Install ground box on top of aggregate.
2. Cast ground box aprons in place. Reinforcing steel may be field bent. Ensure the depth of concrete for the apron extends from finished grade to the top of the aggregate bed under the box. Ground box aprons, including concrete and reinforcing steel, are subsidiary to ground boxes when called for by descriptive code.
3. Keep bolt holes in the box clear of dirt. Bolt covers down when not working in ground boxes.
4. Install all conduits and ellis in a neat and workmanlike manner. Uniformly space conduits so grounding bushings and bell end fittings can easily be installed.
5. Temporarily seal all conduits in the ground box until conductors are installed.
6. Permanently seal conduits immediately after the completion of conductor installation and pull tests. Permanently seal the ends of all conduits with duct seal, expandable foam, or other method as approved. Do not use duct tape as a permanent conduit sealant. Do not use silicone caulk as a sealant.
7. When a ground rod is present in a ground box, bond all equipment grounding conductors together and to the ground rod with listed connectors.
8. When a type B or D ground box is stacked to meet volume requirements, it is allowable to cut an appropriately sized hole for conduit entry in the side wall at least 18 inches below grade.
9. If an existing ground box in the contract has a metal cover, bond the cover to the equipment grounding conductor with a 3 ft. long stranded bonding jumper the same size as the grounding conductor. The bonding jumper is subsidiary to various bid items. Verify existing ground boxes with metal covers are shown on the plans, with notes fully describing the work required.
10. If other ground boxes with metal covers are within the project limits but are not part of the contract, the Engineer may direct the Contractor to bond the metal covers, identifying the specific boxes in writing. This work will be paid for separately.
11. Bond metal ground box covers to the grounding conductor with a tank ground type lug.



PLAN VIEW



END



SIDE

GROUND BOX COVER

Traffic
Operations
Division
Standard

ELECTRICAL DETAILS

GROUND BOXES

ED (4) - 14

FILE:	ed4-14.dgn	DWG:	TxDOT	DATE:	TxDOT	PROJECT:	TxDOT
REVISED:	October 2014	CONT:	SECT:	JOB:	HIGHWAY:		
REVISIONS							
DIST:							COUNTY:
SHEET NO.							8

ELECTRICAL SERVICES NOTES

1. Provide new materials. Ensure installation and materials comply with the applicable provisions of the National Electrical Code (NEC) and National Electrical Manufacturers Association (NEMA) standards. Ensure material is Underwriters Laboratories (UL) listed. Provide and install electrical service conductors, conductors, disconnects, contactors, circuit breaker panels, and branch circuit breakers as shown on the Electrical Service Data chart in the plans. Faulty fabrication or poor workmanship in material, equipment, or installation is justification for rejection. Where manufacturers provide warranties and guarantees as a customary trade practice, furnish these to the State.

2. Provide electrical services in accordance with Electrical Details standard sheets, Departmental Material Specification (DMS) 11080 "Electrical Services," DMS 11081 "Electrical Services-Type A," DMS 11082 "Electrical Services-Type C," DMS 11083 "Electrical Services-Type D," DMS 11084 "Electrical Services-Type T," DMS 11085 "Electrical Services-Pedestal (PST)," and Item 628 "Electrical Services" of the Standard Specifications. Provide electrical service types A, C, and D, as listed on the Material Producers List (MPL) on the Department web site under "Roadway Illumination and Electrical Supplies." Item 628. Provide other service types as detailed on the plans.

3. Provide all work, materials, services, and any incidentals needed to install a complete electrical service as specified in the plans.

4. Coordinate with the Engineer and the utility provider for metering and compliance with utility requirements. Primary line extensions, connection charges, meter charges, and other charges by the utility company to provide power to the location are paid for in accordance with Item 628. Get approval for the costs associated with these charges prior to engaging the utility company to do the work. Consult with the utility provider to determine costs and requirements, and coordinate the work as approved.

5. The enclosure manufacturer will provide Master Lock Type 2 with brass tumblers keyed "2195 for all custom electrical enclosures. Installing Contractor is to provide Master Lock "2195 Type 2 with brass tumblers for "off the shelf" enclosures. Master Lock "2195 keys and locks become property of the State. Unless otherwise approved, do not energize electrical service equipment until locks are installed.

6. Enclosures with external disconnects that de-energize oil equipment inside the enclosure do not need a dead front trim. Protect incoming line terminations from incidental contact as required by the NEC.

7. When galvanized is specified for nuts, screws, bolts or miscellaneous hardware, stainless steel may be used.

8. Provide wiring and electrical components rated for 75°C. Provide red, black, and white colored XHHW service entrance conductors of minimum size 6 American Wire Gauge (AWG). Identify size 6 AWG conductors by continuous color jacket. Identify electrical conductors sized 4 AWG and larger by continuous color jacket or by colored tape. Mark at least 6 inches of the conductor's insulation with half lops of colored tape, when identifying conductors. Ensure each service entrance conductor exits through a separately bunched non-metallic opening in the weatherhead. The lengths of the conductors outside the weatherhead are to be 12 inches minimum, 18 inches maximum, or as required by utility.

9. All electrical service conduit and conductors attached to the electrical service, including the riser or the elbow below ground be subsidiary to the electrical service. For an underground utility feed, all service conduit and conductors off the elbow, including service conduit and conductors for the utility pole riser when furnished by the Contractor, will be paid for separately.

0. Provide rigid metal conduit (RMC) for all conduits on service, except for the 1/2 in. PVC conduit containing the electrical service grounding electrode conductor. Size the service entrance conduit as shown in the plans. Ensure conduit for branch circuit entry to enclosure is the same size as that shown on the layout sheets for branch circuit conduit. Extend all rigid metal conduits a minimum of 6 inches underground and then couple to the type and schedule of the conduit shown on the layout for that particular branch circuit. Install a grounding bushing on the RMC where it terminates in the service enclosure.

Use of liquidtight flexible metal conduit (LFMC) is allowed between the meter and service enclosure when they are mounted 90 to 180 degrees to each other. Size the LFMC the same size as service entrance conduit. LFMC must not exceed 3 feet in length. Strip LFMC within 1 foot of each end. LFMC less than 12 inches in length need not be stripped. Each end of LFMC must have a grounding bushing or be terminated with a grounding fitting. The LFMC must contain a grounded (neutral) conductor. Ensure any bend in LFMC never exceeds 180 degrees. A pull test is required on all installed conductors, with at least six inches of free conductor movement demonstrated to the satisfaction of the Engineer.

2.Ensure all mounting hardware and installation details of services conform to utility company specifications.

3. For all electrical service enclosures listed under item 628 on the MPL, the UL 508 enclosure manufacturers will prepare and submit a schematic drawing unique to each service. Before shipment to the job site, placing the applicable laminated schematic drawings and the laminated plan sheet showing the electrical service data chart used to build the enclosure in the enclosure's data pocket. The installing contractor will copy and laminate the actual project plan sheets detailing all equipment and branch circuits supplied by that service. The laminated plan sheets are to be placed in the service enclosure's document pocket. Reduce 11 in. x 17 in. plan sheets to 8 1/2 in. x 11 in. before laminating. If the installation differs from the plan sheets, the installing contractor is to reline plan sheets before laminating.

4. When providing on "Off The Shelf" Type D or Type I service, provide laminated plan sheets detailing equipment and branch circuits supplied by that service. Reduce 11 in. x 17 in. plan sheets to 8 1/2 in. x 11 in. before laminating. Deliver these drawings before completion of the work to the Engineer, instead of placing in enclosure that has no door pocket.

5. Do not install conduit in the back wall of a service enclosure where it would penetrate the equipment mounting panel inside the enclosure. Provide grounding bushings on all metal conduits, and terminate bonding jumpers to grounding bus. Grounding bushings are not required when the end of the metal conduit is fitted with a conduit sealing hub or threaded boss, such as a meter base hub.

SERVICE ASSEMBLY ENCLOSURE

1. Provide threaded hub for all conduit entries into the top of enclosure.
2. Type galvanized steel (GS) enclosures may be used for Type C panelboards and for Type D and T services that do not use an enclosure mounted photocell or lighting contactor. Provide GS enclosures in accordance with DMS 11080, 11082, 11083, and 11084.
3. Provide aluminum (AL) and stainless steel (SS) enclosures for Types A, C, and D, in accordance with DMS 11080, 11081, 1082, 11083, and 11084. Do not paint stainless steel.
4. Provide pedestal service (PS) enclosures in accordance with ED(9) and DMS 11080 and 11085. Do not provide GS pedestal services. If GS is shown in the PS descriptive code, provide an AL enclosure.

MAIN DISCONNECT & BRANCH CIRCUIT BREAKERS

1. Field drill flange-mounted remote operator handle it needed, to ensure handle is lockable in both the "On" and "Off" positions.
2. When the utility company provides a transformer larger than 50 KVA, verify that the available fault current is less than the circuit breaker's ampere interrupting capacity (AIC) rating and provide documentation from the electric utility provider to the Engineer.

PHOTOELECTRIC CONTROL

1. Provide photocells as listed on the MPL. Move, adjust, or shield the photocell from stray or ambient night time light to ensure proper operation. Mount photocell facing north when practical. Mount top of pole photocells as shown on Top Mounted Photocell Detail.

* ELECTRICAL SERVICE DATA

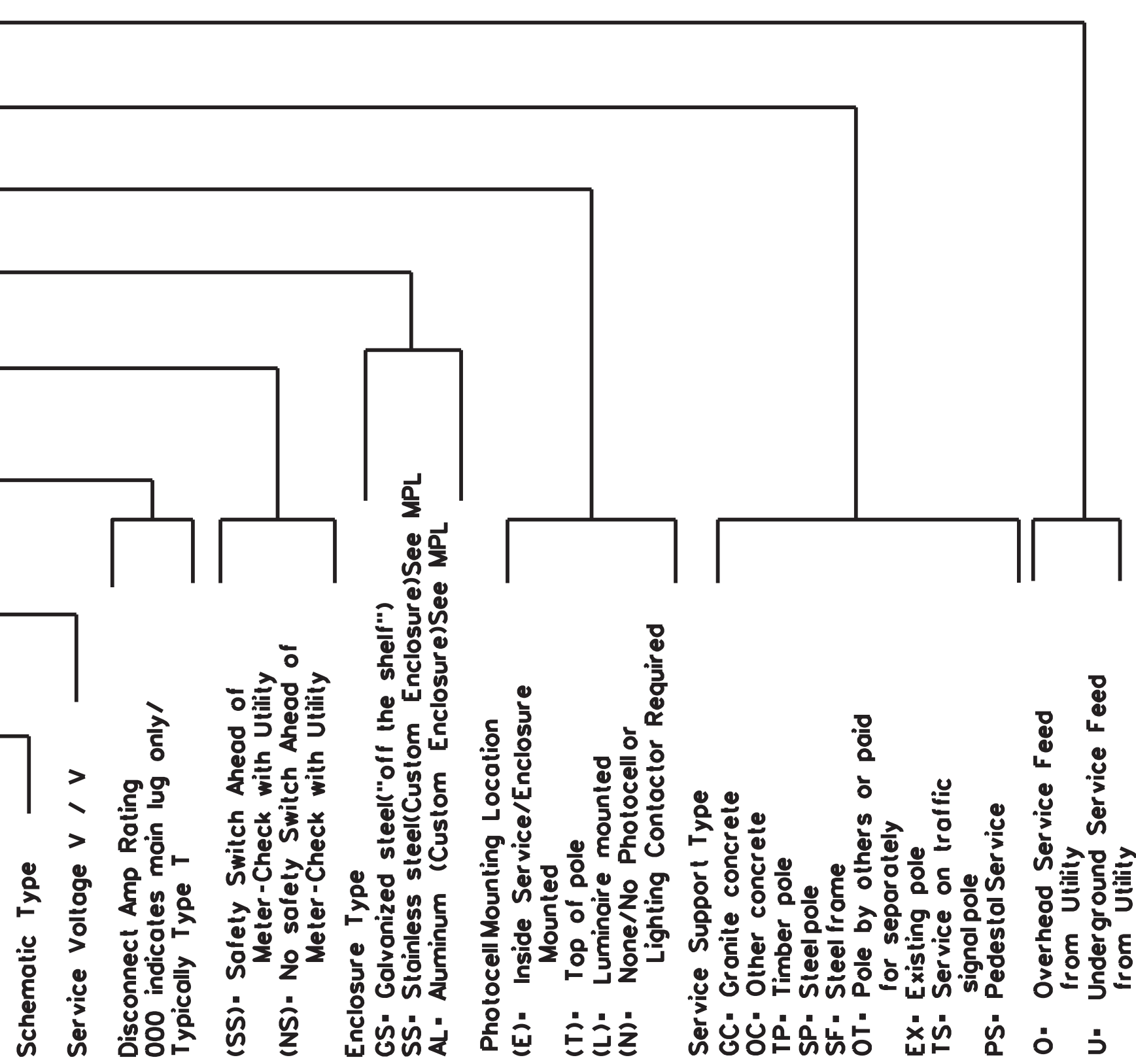
[illegible]

* Example only, not for construction. All new electrical services must have electrical service data chart specific to that service as shown in the plans.

*** * Verify service conduit size with utility. Size may change due to utility meter requirements. Ensure conduit size meets the National Electrical Code.**

EXPLANATION OF ELECTRICAL SERVICE DESCRIPTIVE CODE

ELEC SERV TY X XXX/XXX XXX (XX) XX (X) XX (X)



TOP MOUNTED PHOTOCELL

Install conduit strap maximum 3 feet from box. 5 foot maximum spacing between straps supporting conduit.



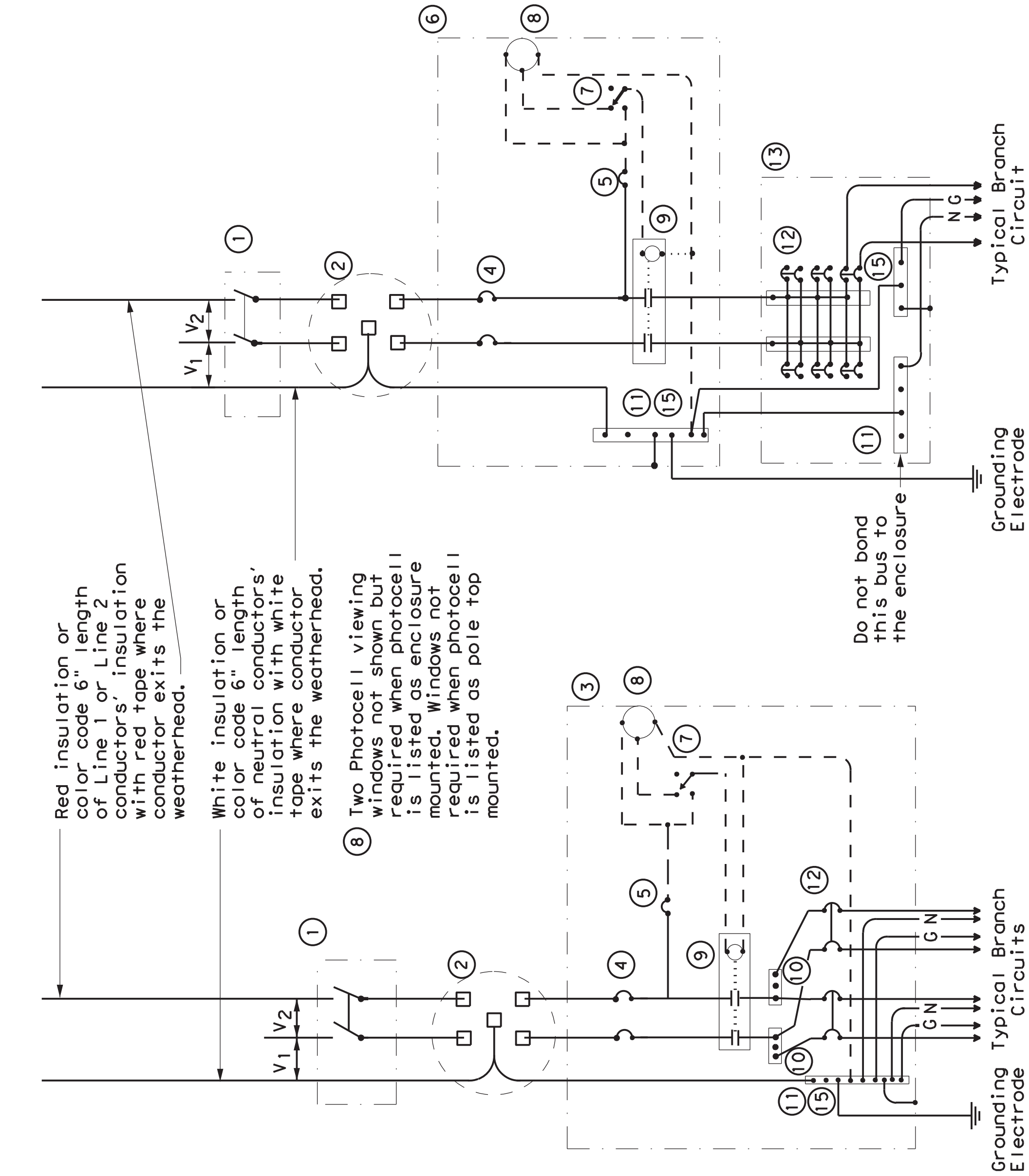
Texas Department of Transportation

**Traffic
Operations
Division
Standard**

ELECTRICAL DETAILS SERVICE NOTES & DATA

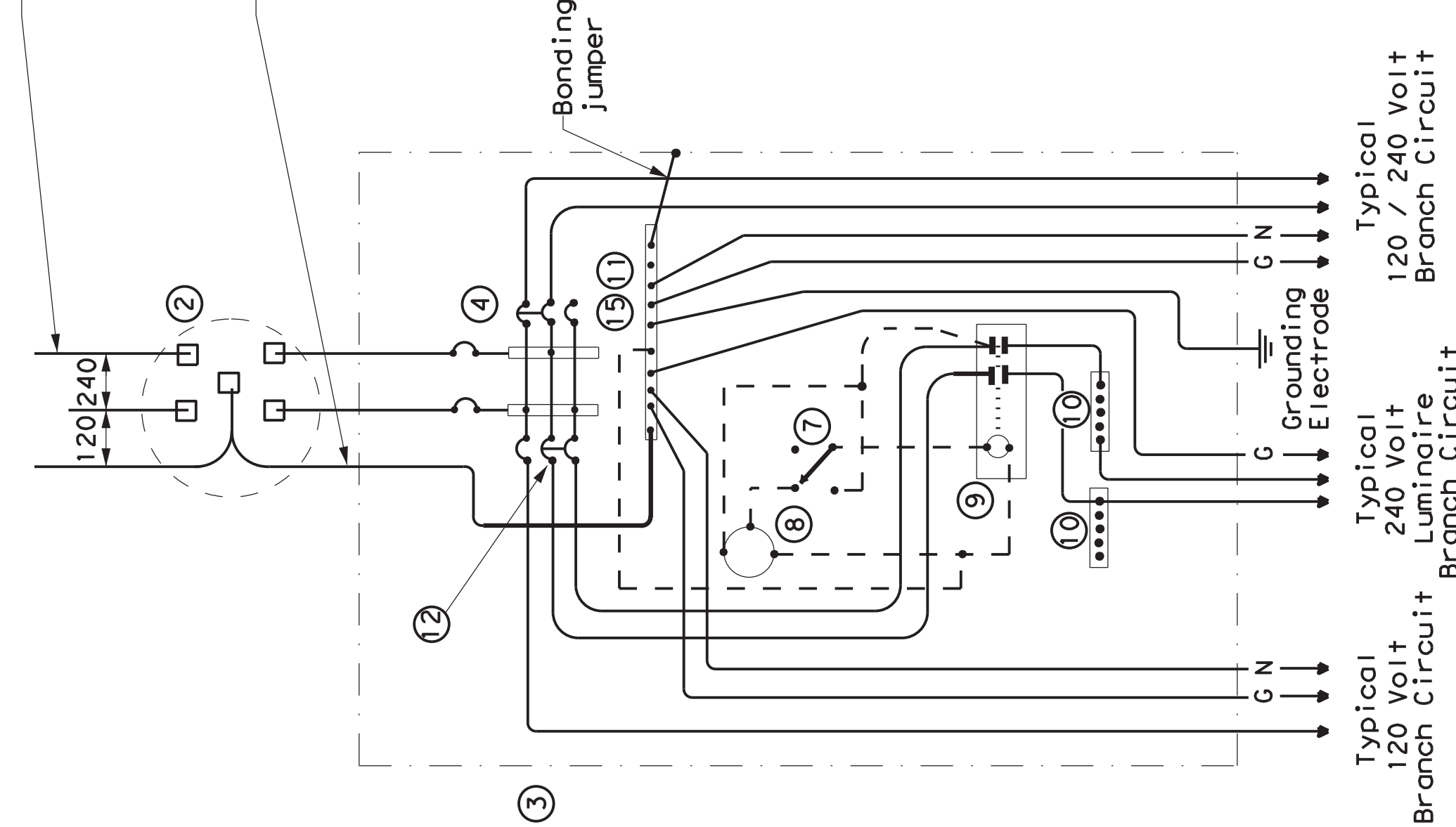
ED(5)-14

FILE:	ed5-14.dgn	DN:	TxDOT	CK:	TxDOT	DW:	TxDOT	CK:	TxDOT
© TxDOT	October 2014	CONT	SECT	JOB		HIGHWAY			
REVISIONS				COUNTY		SHEET NO.			
		DIST		9					

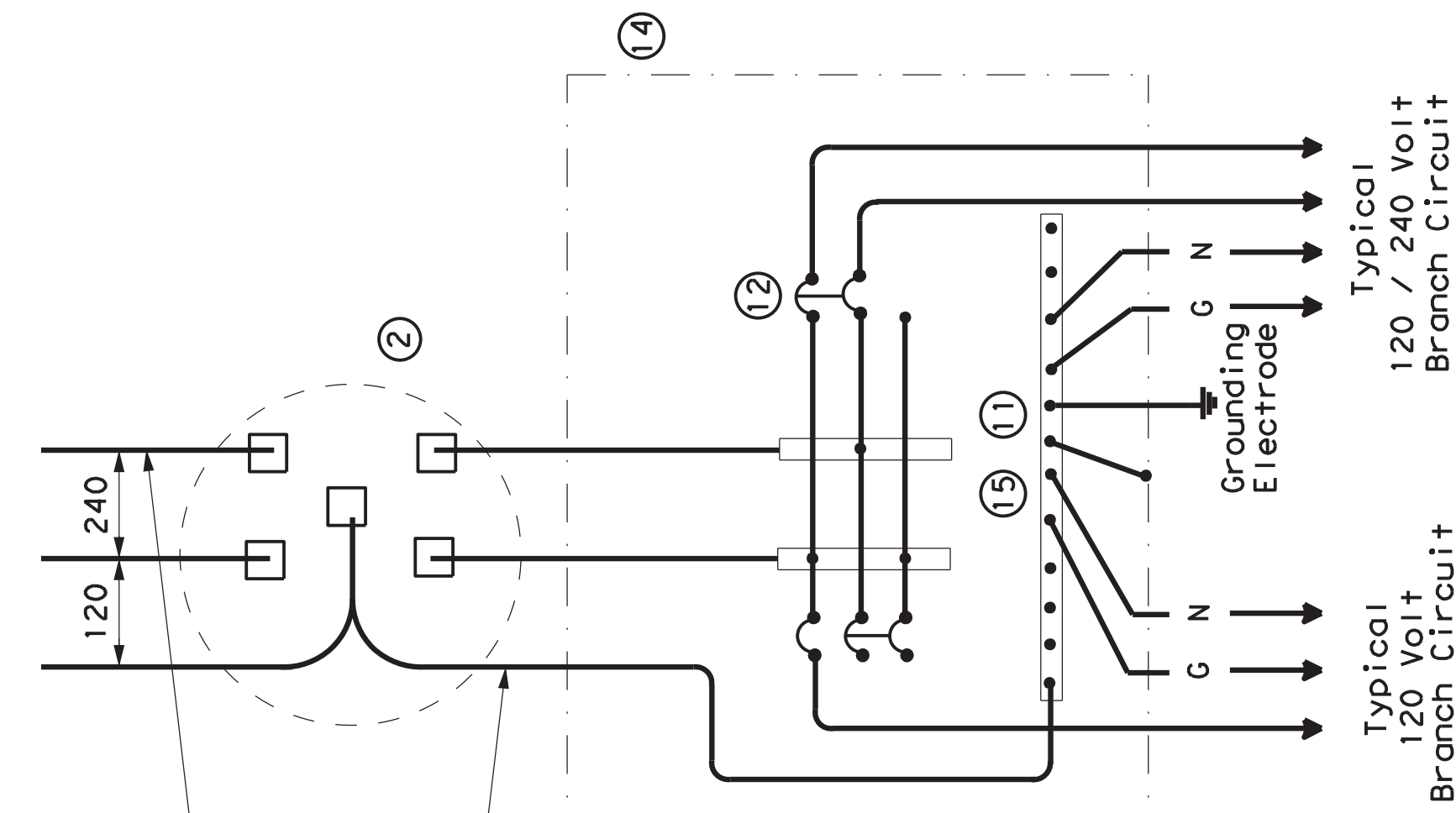


SCHEMATIC TYPE A
THREE WIRE

SCHEMATIC TYPE C
THREE WIRE



SCHEMATIC TYPE D - CUSTOM
120/240 VOLTS - THREE WIRE



SCHEMATIC TYPE T

120/240 VOLTS - THREE WIRE

Galvanized steel - "Buy Off The Shelf" only. When required install photocell top of the pole or on luminaire only, no lighting contractor will be installed.

SCHEMATIC LEGEND	
1	Safety Switch (when required)
2	Meter (when required-verify with electric utility provider)
3	Service Assembly Enclosure
4	Main Disconnect Breaker (See Electrical Service Data)
5	Circuit Breaker, 15 Amp (Control Circuit)
6	Auxiliary Enclosure
7	Control Station ("H-O-A" Switch)
8	Photo Electric Control (enclosure-mounted shown)
9	Lighting Contactor
10	Power Distribution Terminal Blocks
11	Neutral Bus
12	Branch Circuit Breaker (See Electrical Service Data)
13	Separate Circuit Breaker Panelboard
14	Load Center
15	Ground Bus

WIRING LEGEND	
—	Power Wiring
- - -	Control Wiring
— N —	Neutral Conductor
— G —	Equipment grounding conductor-always required

Texas Department of Transportation

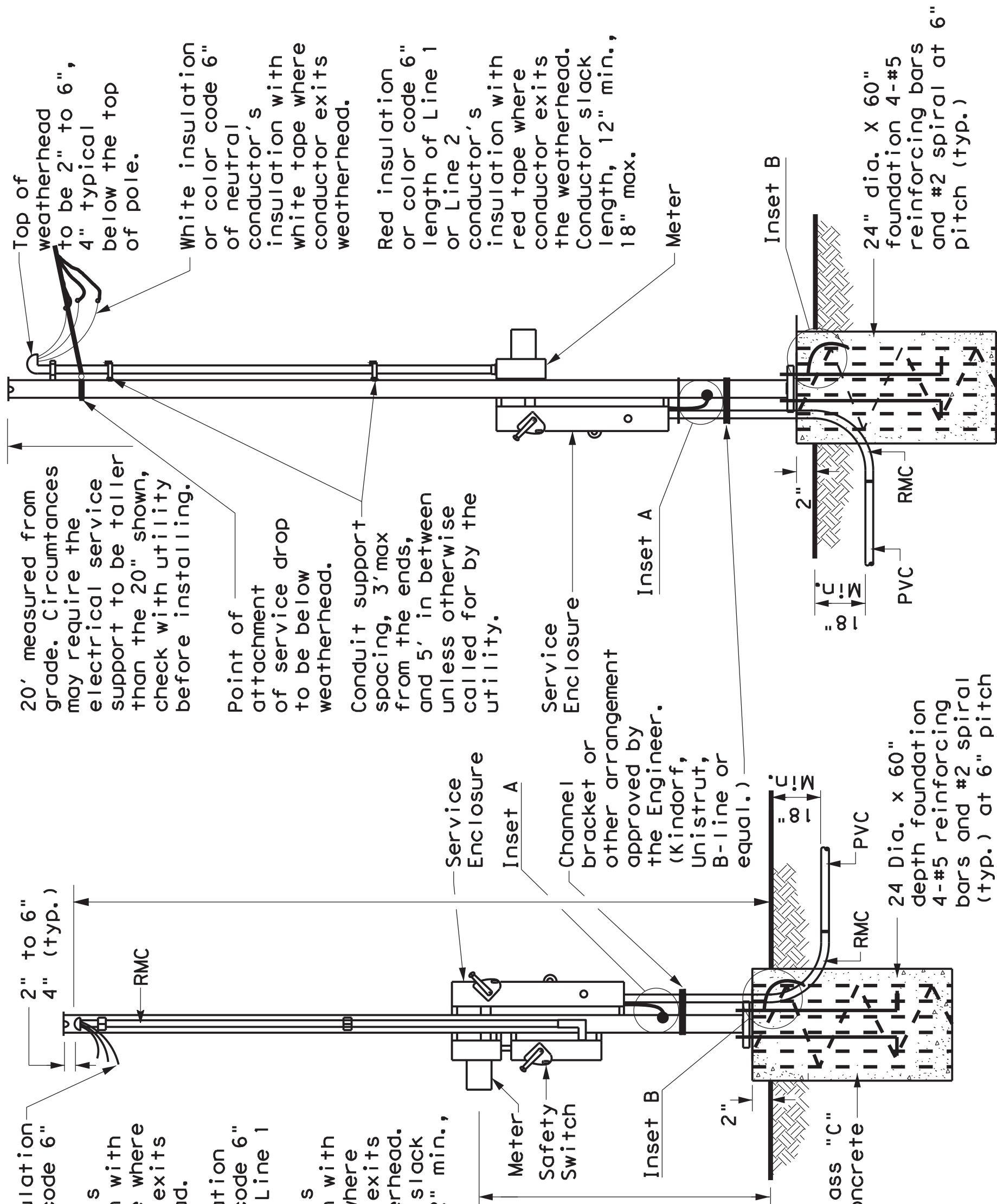
Traffic Operations Division Standard

ELECTRICAL DETAILS
SERVICE ENCLOSURE
AND NOTES
ED(6) - 14

FILE: ed6-14.dgn
DNE: TxDOT
Ck: TxDOT
DW: TxDOT
JOB: HIGHWAY
REV: 10
October 2014
REVISIONS
DIST: COUNTY: SHEET NO. 10

SUPPORT TYPE STEEL POLE (SP) AND STEEL FRAME (SF)

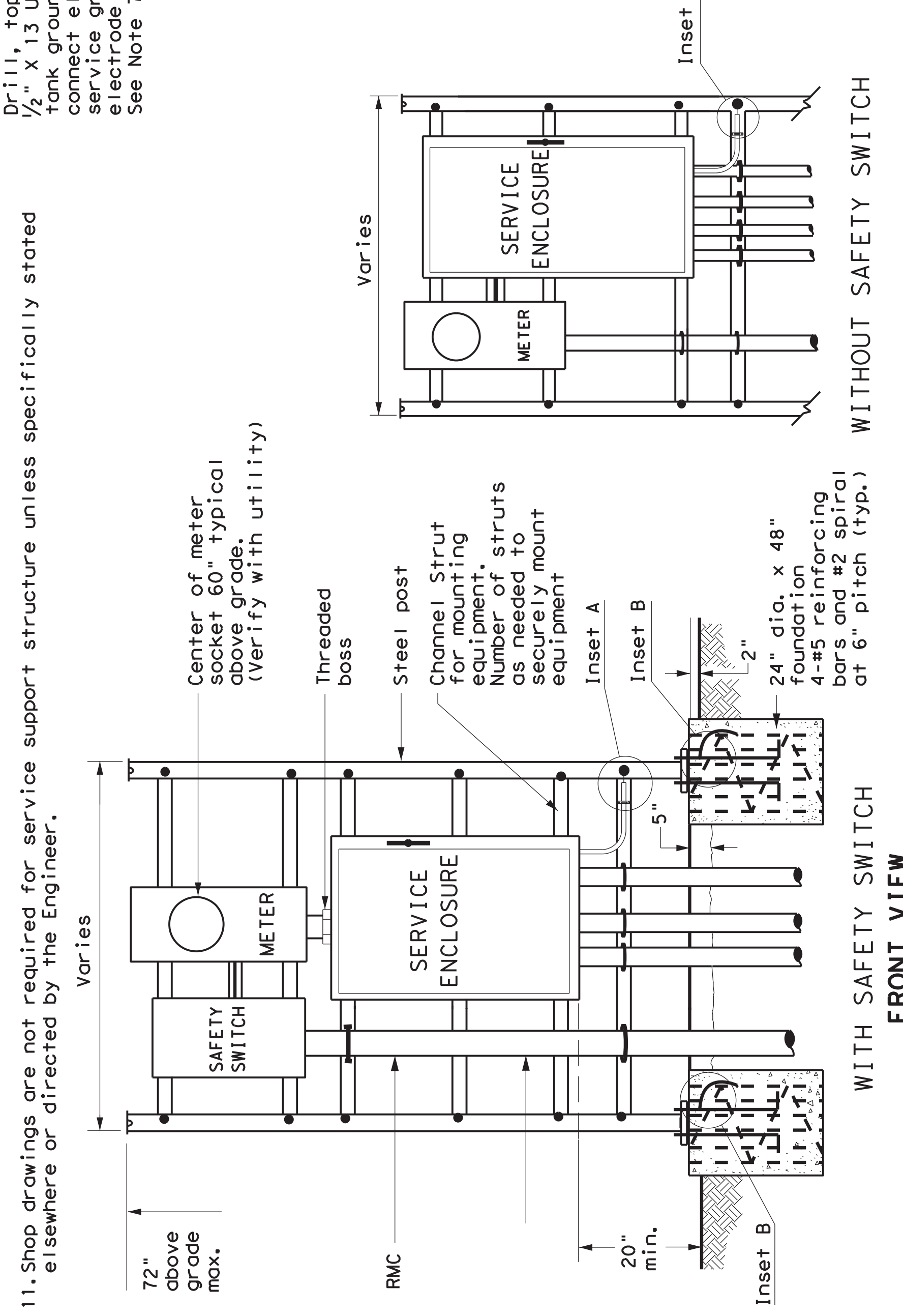
1. Provide steel pole and steel frame supports as per TxDOT Departmental Material Specification (DMS)11080 "Electrical Services." Mount all equipment and conduit on 12 gauge galvanized steel or stainless steel channel strut, 1 1/2 in. or 1 3/8 in. wide by 1 in. up to 3 3/4 in. deep Unistrut, Kindorf, B-line or equal. Bolt or weld all channel and hardware to vertical members as approved. Do not stack channel. File smooth and paint field cut ends of all channel with zinc-rich paint before installing.
2. Provide poles for overhead service with an eyebolt or similar fitting for attachment of the service drop to the pole in conformance with the electric utility provider's specifications.
3. Provide and install galvanized 3/4 in. x 18 in. x 4 in. (dia. x length x hook length) anchor bolts for underground service supports. Provide and install galvanized 3/4 in. x 56 in. x 4 in. anchor bolts for overhead service supports. Ensure anchor bolts have 3 in of thread, with 3 1/4 in. to 3 1/2 in. of the exposed anchor bolt projecting above finished foundation. Provide and install leveling nuts for all anchor bolts.
4. Bond one of the anchor bolts to the rebar cage with 6 AWG bare stranded copper conductor. Use listed mechanical connectors rated for embedment in concrete. See Inset B.
5. Furnish and install rigid metallic ells in all steel pole and steel frame foundations for all conduits entering the service from underground.
6. Use class C concrete for foundations. Ensure reinforcing steel is Grade 60 with 3" of unobstructed concrete cover.
7. Drill and tap steel poles and frames for 1/2 in. x 13 UNC tank ground fitting. For steel pole service supports, provide and install tank ground fitting 4 in. to 6 in. below electrical service enclosure. Provide properly sized hole through the bottom of the enclosure for the service grounding electrode conductor. Ensure electrical service grounding electrode conductor is as short and straight as possible from the enclosure to the tank ground fitting. For steel frame service supports, provide and install tank ground fitting on steel frame post. Install service grounding electrode conductor in a non-metallic conduit or tubing from the enclosure to the steel frame post. Connect electrical service grounding electrode conductor to the tank ground fitting. See steel frame and steel pole details and Inset A for more information. Size service entrance conduit and branch circuit conduit as shown in the plans. For underground conduit runs from the electrical service, extend RMC from the service enclosure to an RMC elbow, and then connect the schedule type and size of conduit shown in the plans. Provide and install grounding bushings where RMC terminates in the enclosure. Grounding bushings are not required when RMC is fitted into a sealing hub or threaded boss.
8. If Steel pole or frame is painted, bond each separate painted piece with a bonding jumper attached to a tapped hole.
9. Provide 1/4" - 20 machine screws for bonding. Do not use sheet metal screws. Remove all non-conductive material at contact points. Terminate bonding jumpers with listed devices. Install minimum size 6 AWG stranded copper bonding jumpers. Make up all threaded bonding connections wrench tight.
10. Avoid contact of the service drop and service entrance conductors with the metal pole to prevent abrasion of the insulated conductors.
11. Shop drawings are not required for service support structure unless specifically stated elsewhere or directed by the Engineer.



SERVICE SUPPORT TYPE SP (O) - OVERHEAD SERVICE

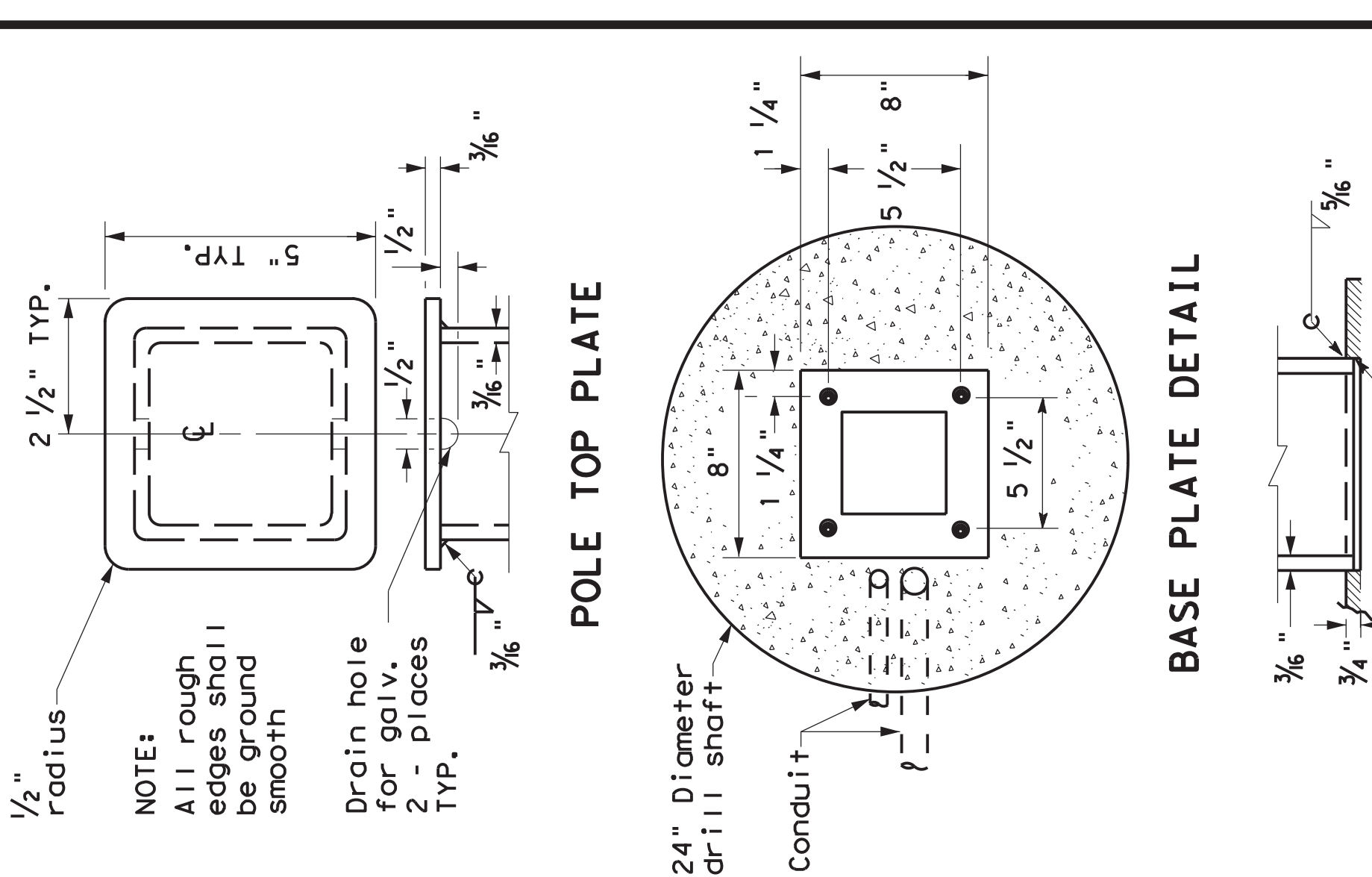
SERVICE SUPPORT TYPE SF (U) - UNDERGROUND SERVICE

SERVICE SUPPORT TYPE SF (O) & SF (U)



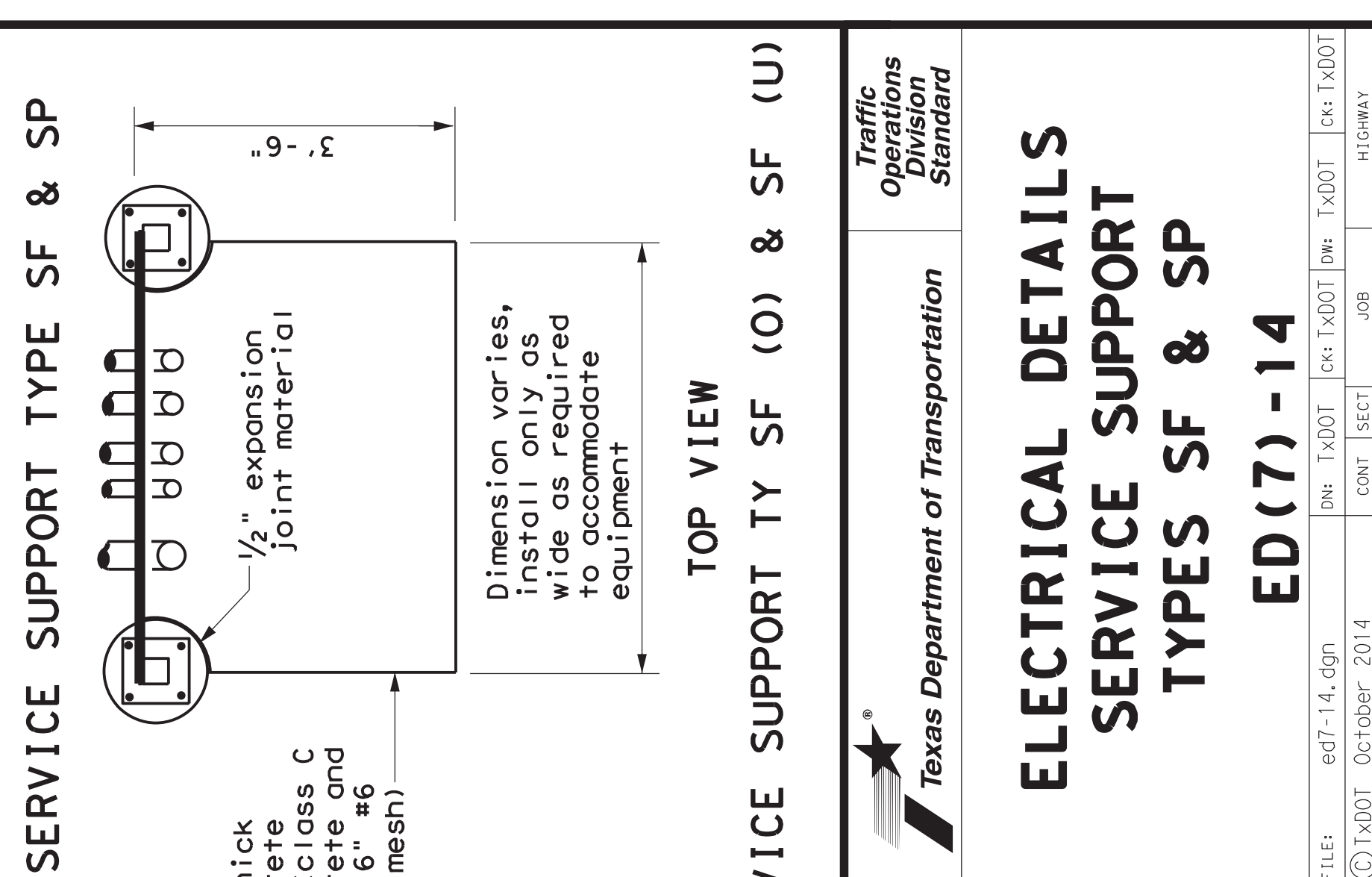
SERVICE SUPPORT TYPE SF (U) - UNDERGROUND SERVICE

SERVICE SUPPORT TYPE SF (O) & SF (U)



SERVICE SUPPORT TYPE SF & SP

SERVICE SUPPORT TYPE SF (O) & SF (U)



SERVICE SUPPORT TYPE SF (O) & SF (U)

SERVICE SUPPORT TYPE SF (O) & SF (U)

BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1.

The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2.

The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.
3.

The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.
4.

The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.
5.

Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets," the TxDOT "Roadway Design Manual" or engineering judgment.
6.

When projects about, the Engineer(s) may omit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.
7.

The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.
8.

All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.
9.

The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.
10.

As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign, STAY ALERT TALK OR TEXT LATER (see Sign Detail G20-10T) and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.
11.

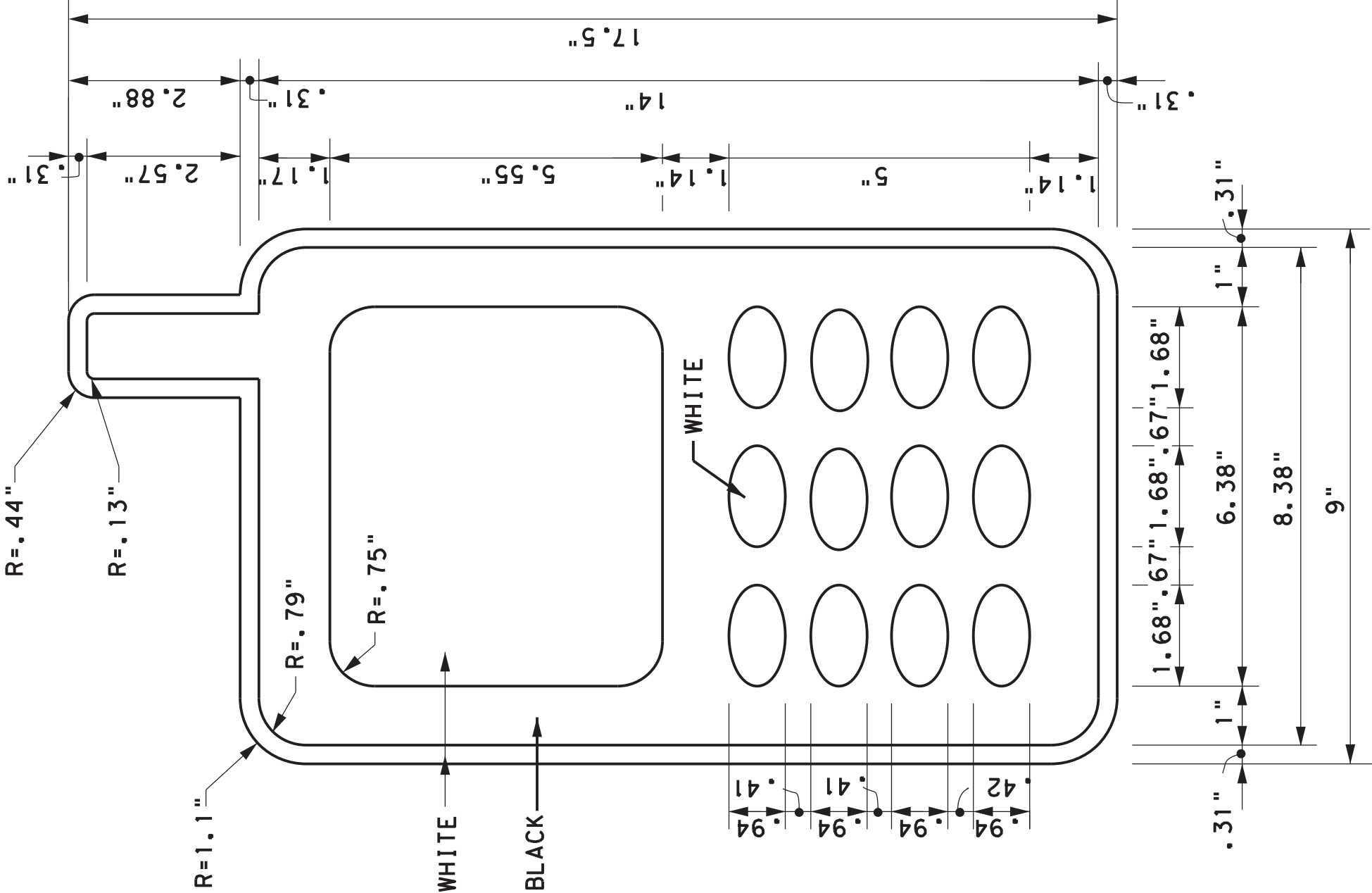
Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.
12.

The Engineer has the final decision on the location of all traffic control devices.
13.

Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.
- WORKER SAFETY APPAREL NOTES:
1.

Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel," or equivalent revisions, and labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov	
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)	
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)	
MATERIAL PRODUCER LIST (MPL)	
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS) "	
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)	
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)	
TRAFFIC ENGINEERING STANDARD SHEETS	

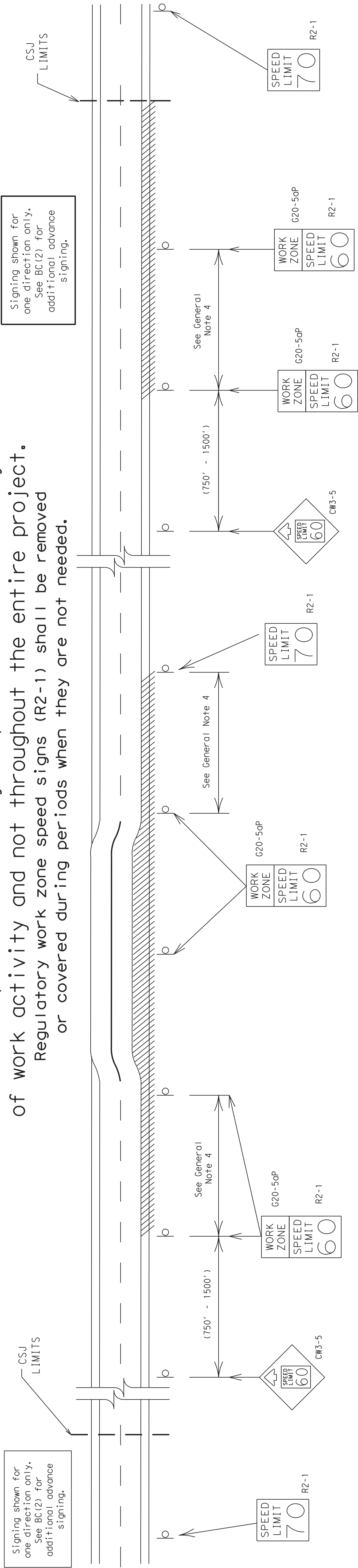
Texas Department of Transportation Traffic Operations Division Standard	
BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS	
BC (1) - 14	
FILES: bc-14.dgn	DWG: TxDOT
CONT: TxDOT	SECT: HIGHWAY
REVISIONS	JOB: COUNTY: SHEET NO. 12
4-03 5-10 8-14 9-07 7-13	

SIGN DETAIL (G20-10T)

TYPICAL APPLICATION OF WORK ZONE SPEED LIMIT SIGNS

Work zone speed limits shall be regulatory, established in accordance with the "Procedures for Establishing Speed Zones," and approved by the Texas Transportation Commission, or by City Ordinance when within Incorporated City Limits.

Reduced speeds should only be posted in the vicinity of work activity and not throughout the entire project. Regulatory work zone speed signs (R2-1) shall be removed or covered during periods when they are not needed.



GUIDANCE FOR USE:

LONG/INTERMEDIATE TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit should be included on the design of the traffic control plans when restricted geometrics with a lower design speed are present in the work zone and modification of the geometrics to a higher design speed is not feasible.

Long/Intermediate Term Work Zone Speed Limit signs, when approved as described above, should be posted and visible to the motorist when work activity is present.

Work activity may also be defined as a change in the roadway that requires a reduced speed for motorists to safely negotiate the work area, including:

- a) rough road or damaged pavement surface
- b) substantial alteration of roadway geometrics (diversions)
- c) construction detours
- d) grade
- e) width
- f) other conditions readily apparent to the driver

As long as any of these conditions exist, the work zone speed limit signs should remain in place.

SHORT TERM WORK ZONE SPEED LIMITS

This type of work zone speed limit may be included on the design of the traffic control plans when workers or equipment are not behind concrete barrier, when work activity is within 10 feet of the traveled way or actually in the travelled way.

Short Term Work Zone Speed Limit signs should be posted and visible to the motorists only when work activity is present. When work activity is not present, signs shall be removed or covered. (See Removing or Covering on BC(4)).

GENERAL NOTES

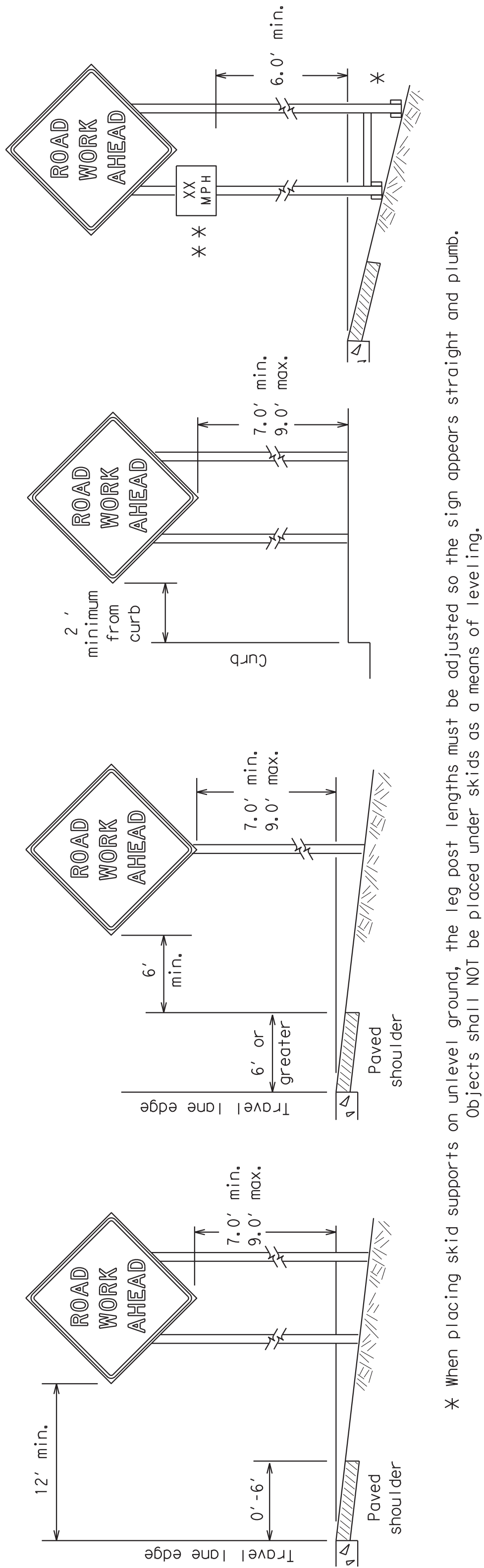
1. Regulatory work zone speed limits should be used only for sections of construction projects where speed control is of major importance.
2. Regulatory work zone speed limit signs shall be placed on supports at a 7 foot minimum mounting height.
3. Speed zone signs are illustrated for one direction of travel and are normally posted for each direction of travel.
4. Frequency of work zone speed limit signs should be:
 - 40 mph and greater 0.2 to 2 miles
 - 35 mph and less 0.2 to 1 mile
5. Regulatory speed limit signs shall have black legend and border on a white reflective background (See "Reflective Sheeting" on BC(4)).
6. Fabrication, erection and maintenance of the "ADVANCE SPEED LIMIT" (CW3-5) sign, "WORK ZONE" (G20-5aP) plaque and the "SPEED LIMIT" (R2-1) signs shall not be paid for directly, but shall be considered subsidiary to Item 502.
7. Turning signs from view, laying signs over or down will not be allowed, unless as otherwise noted under "REMOVING OR COVERING" on BC(4).
8. Techniques that may help reduce traffic speeds include but are not limited to:
 - A. Law enforcement.
 - B. Flagger stationed next to sign.
 - C. Portable changeable message sign (PCMS).
 - D. Low-power (drone) radar transmitter.
 - E. Speed monitor trailers or signs.
9. Speeds shown on details above are for illustration only. Work Zone Speed Limits should only be posted as approved for each project.
10. For more specific guidance concerning the type of work, work zone conditions and factors impacting allowable regulatory construction speed zone reduction see TxDOT form #1204 in the TxDOT e-form system.

BARRICADE AND CONSTRUCTION WORK ZONE SPEED LIMIT

BC (3) - 14

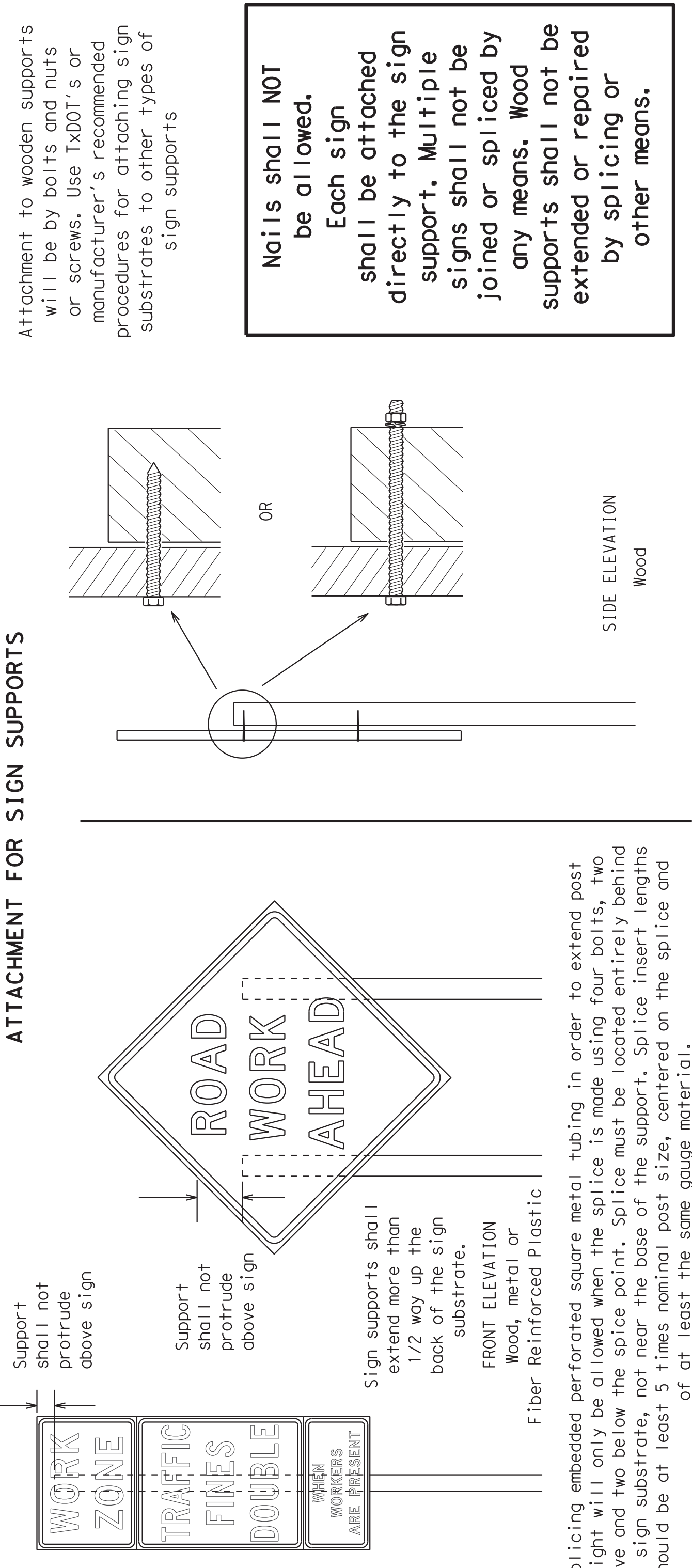
FILE:	bc-14.dgn	DN: TxDOT	OW: TxDOT	CK: TxDOT	HW: HIGHWAY
© TxDOT	November 2002	CONT	SECT	JOB	
	REVISIONS				
9-07	8-14	DIST		COUNTY	
7-13				SHEET NO.	14

TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS



- When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

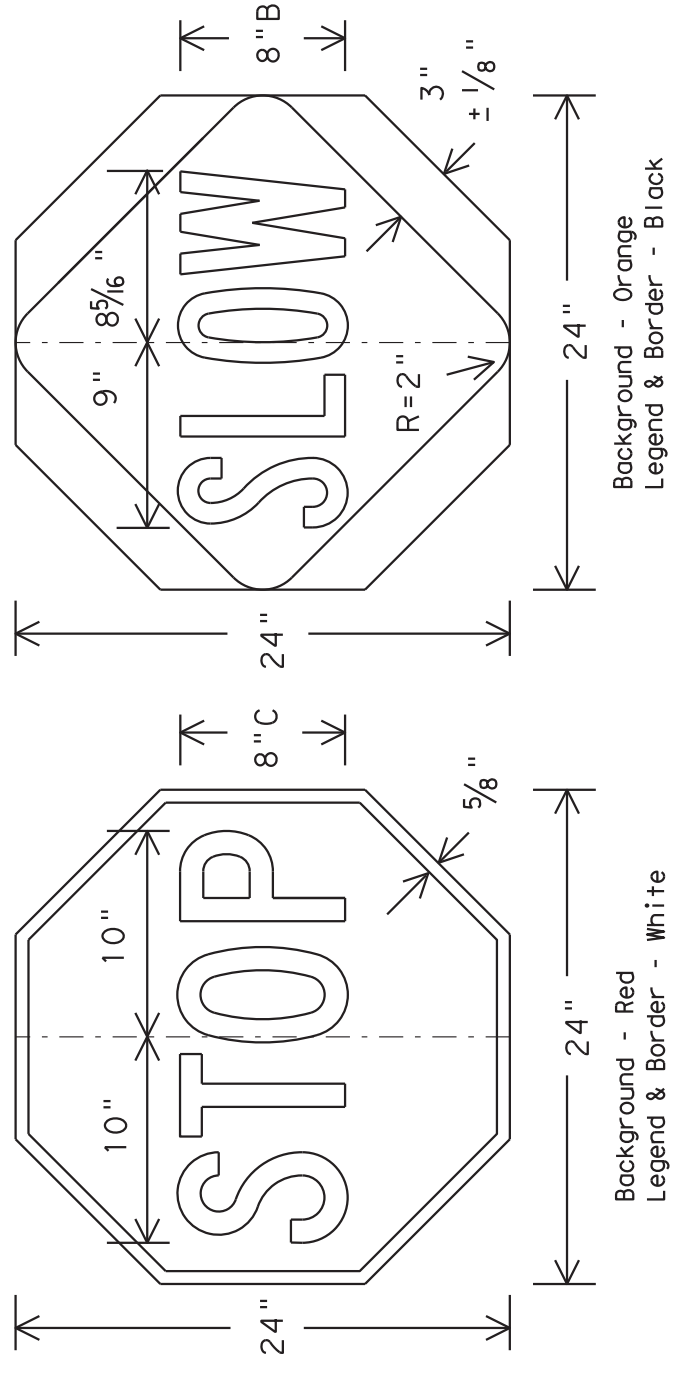
ATTACHMENT FOR SIGN SUPPORTS



Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the splice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

- STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
- When used at night, the STOP/SLOW paddle shall be retroreflectORIZED.
- STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
- Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

- Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
- When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
- When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
- If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
- If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
- Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

- Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
- Wooden sign posts shall be painted white.
- Barricades shall NOT be used as sign supports.
- All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
- The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TXDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
- The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
- The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
- Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
- The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

- The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
 - Long-term stationary - work that occupies a location more than 3 days.
 - Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
 - Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
 - Short, duration - work that occupies a location up to 1 hour.
 - Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

- The bottom of Long-Term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
- The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
- Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
- Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
- Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

- The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

- The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
- "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
- All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

- All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
- White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
- Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

- All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

- When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
- Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
- Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
- When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
- Burlap shall NOT be used to cover signs.
- Duct tape or other adhesive material shall NOT be affixed to a sign face.
- Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

- Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
- The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
- Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
- Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
- Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
- Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
- Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
- Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

- Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation

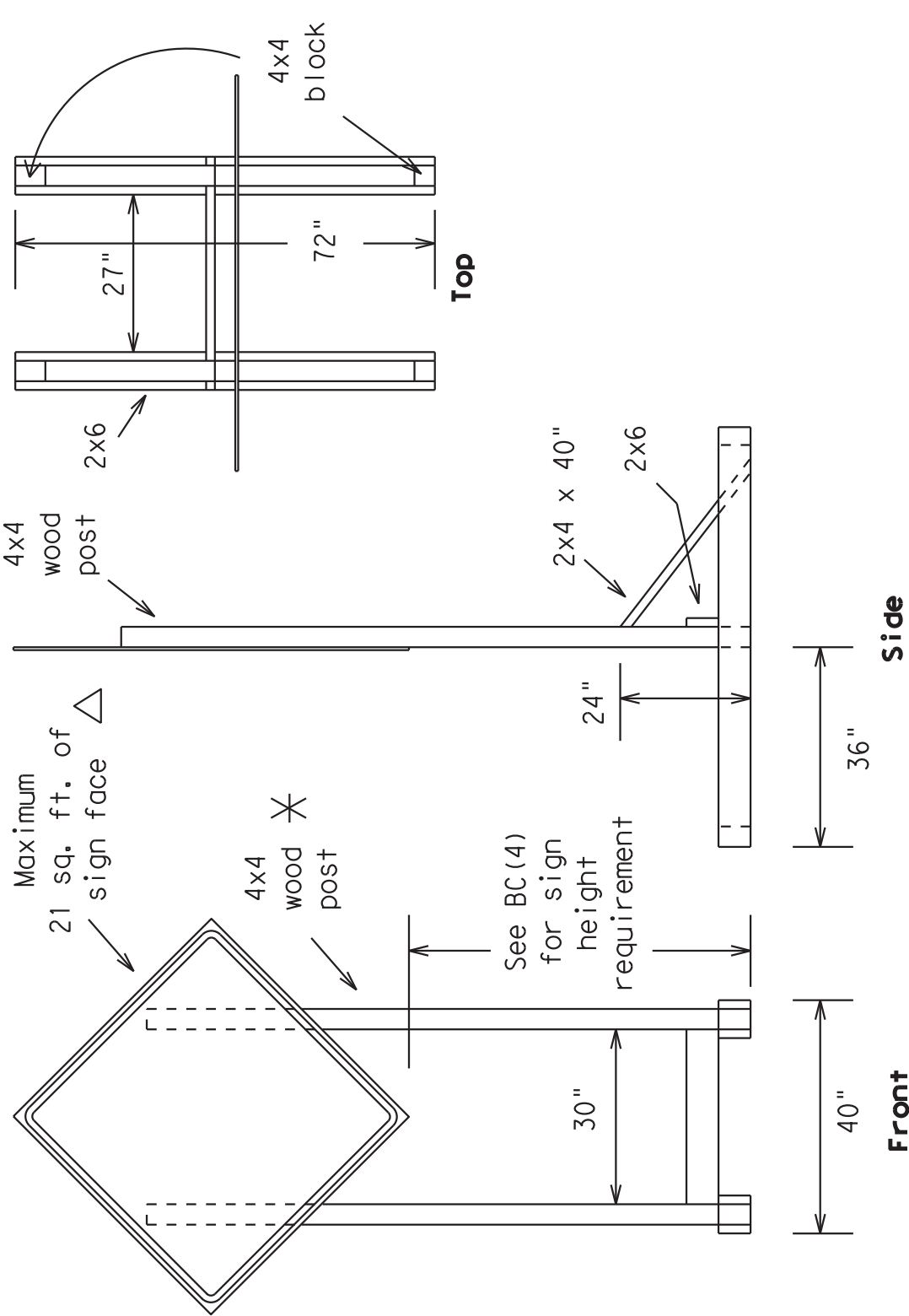
**BARRICADE AND CONSTRUCTION
TEMPORARY SIGN NOTES**

BC (4) - 14

FILES:	bc-14.dgn	DWG:	TXDOT	CHK:	TXDOT	DATE:	TXDOT
REVISED:	November 2002	CONT:	SECT	JOB:			
REVISED:	8-14	DIST:		COUNTY:			
9-07							
7-13							
SHEET NO.							15

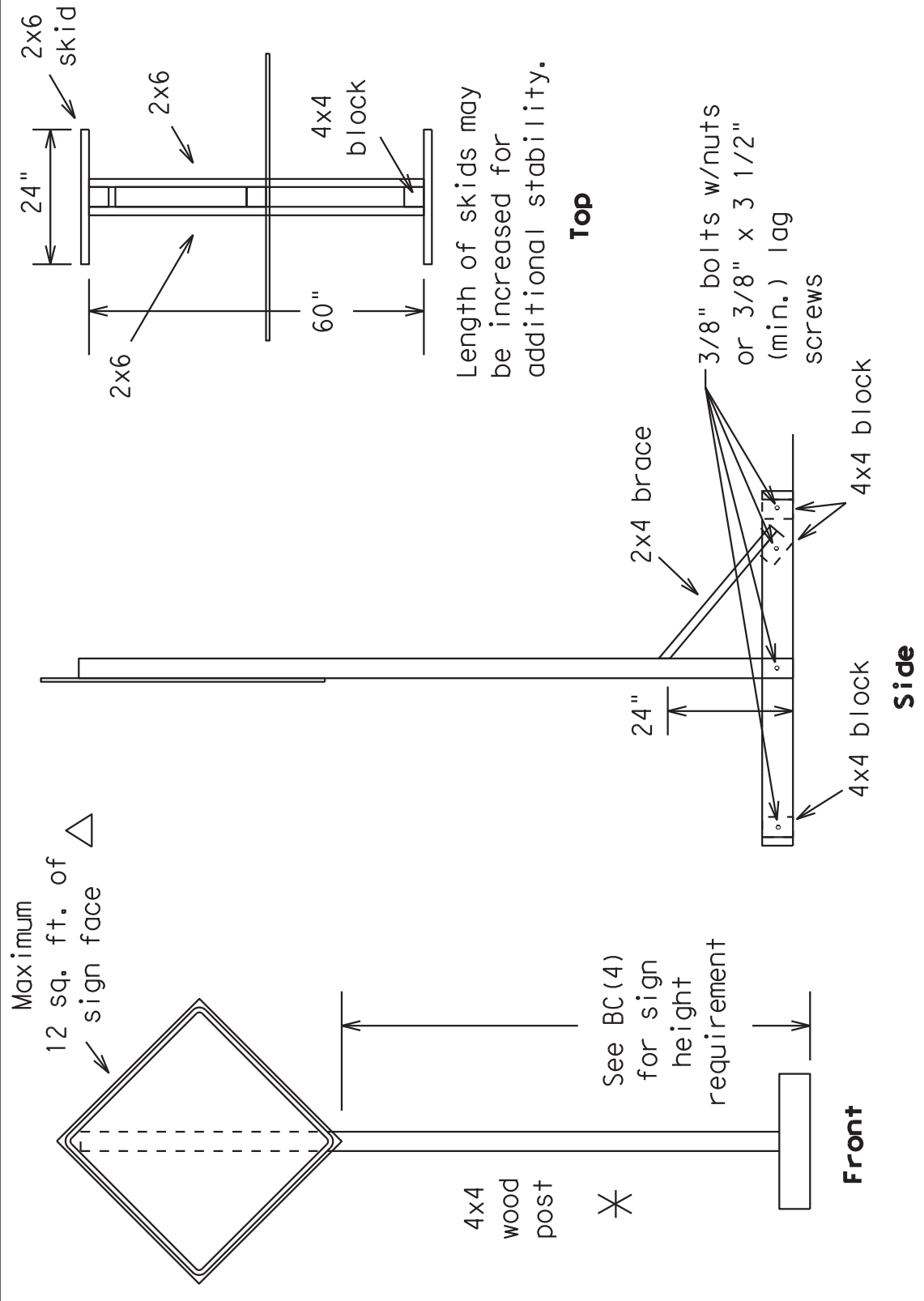
DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TXDOT for any purpose whatsoever. TXDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TX01 for any purpose whatsoever. TX01 assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



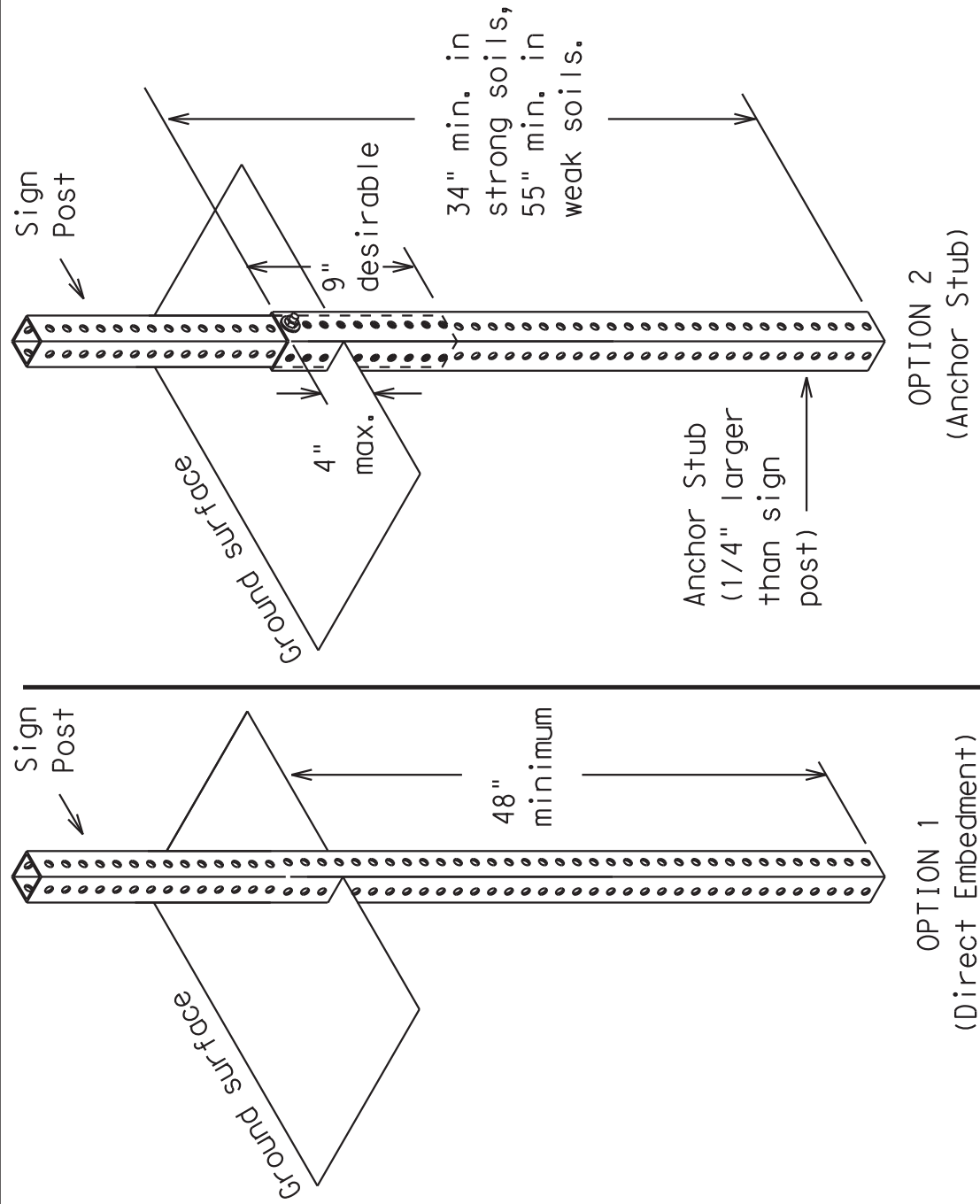
SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □



SKID MOUNTED WOOD SIGN SUPPORTS

LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □



PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTC0 and the manufacturer's installation procedure for each type sign support. The maximum sign square footage shall adhere to the manufacturer's recommendation. Two post installations can be used for larger signs.

WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(11)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

- See BC(4) for definition of "Work Duration."
- ✱ Wood sign posts **MUST** be one piece. Splicing will NOT be allowed. Posts shall be painted white.
- △ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

SHEET 5 OF 12

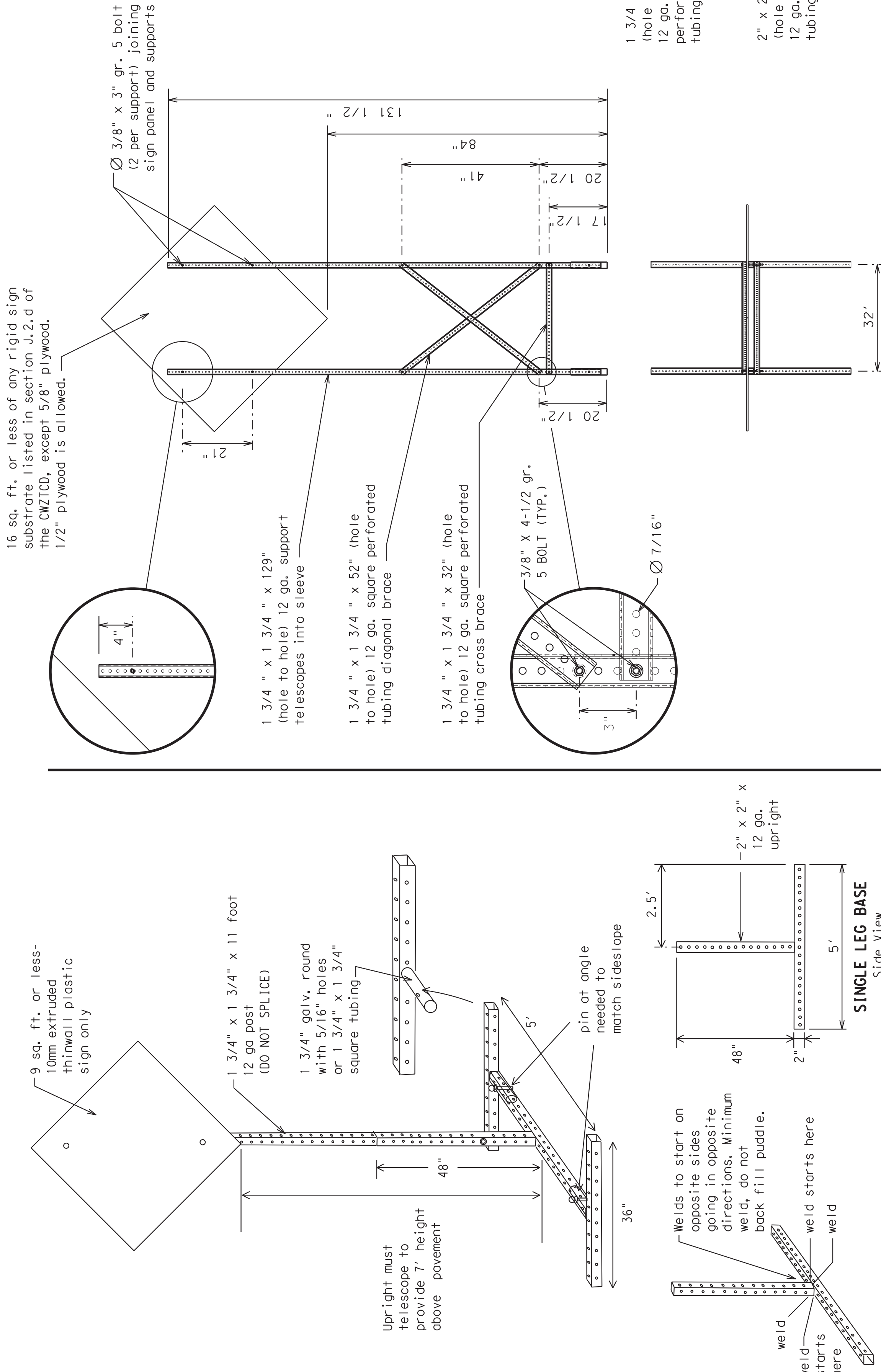


BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-14

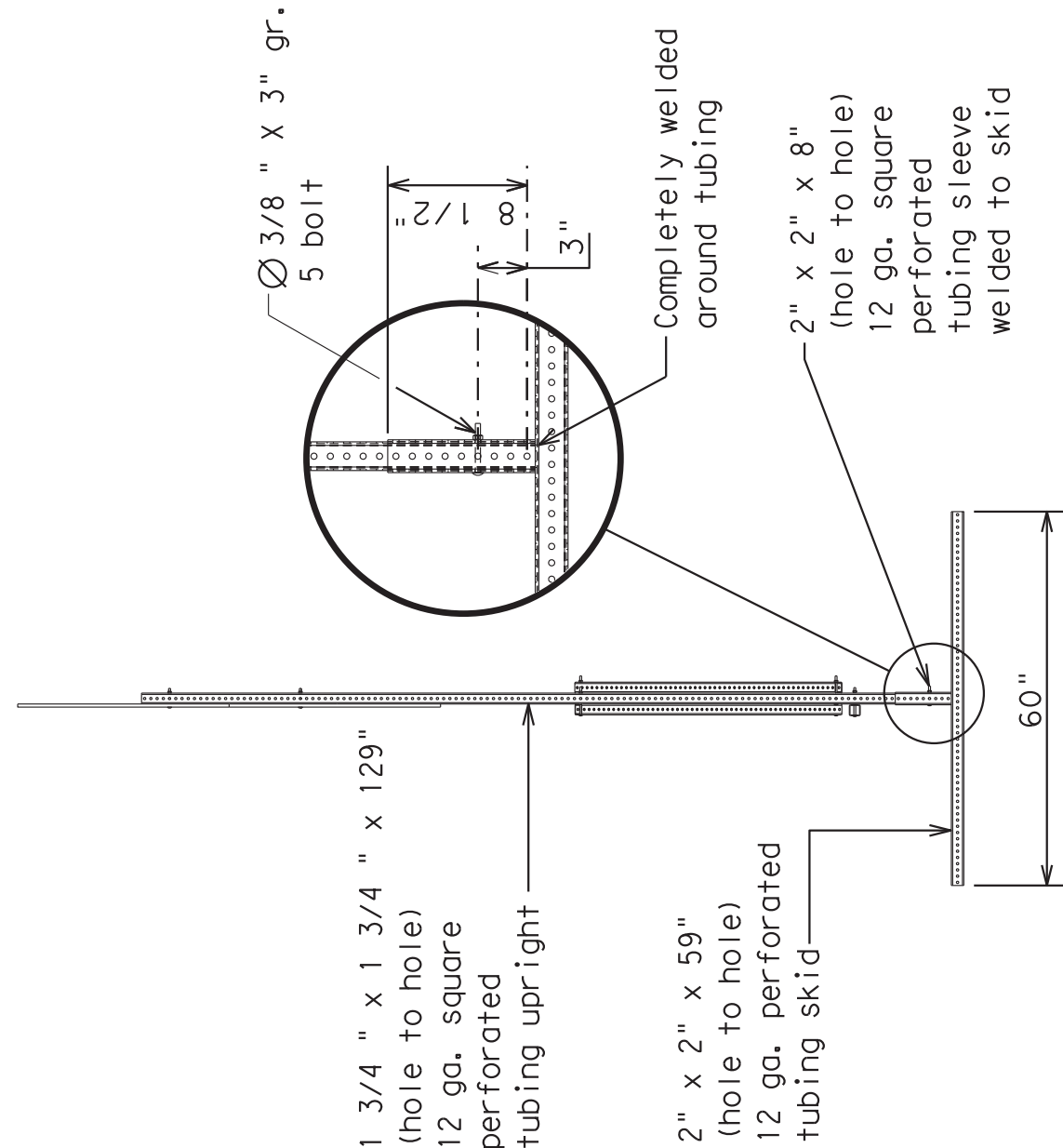
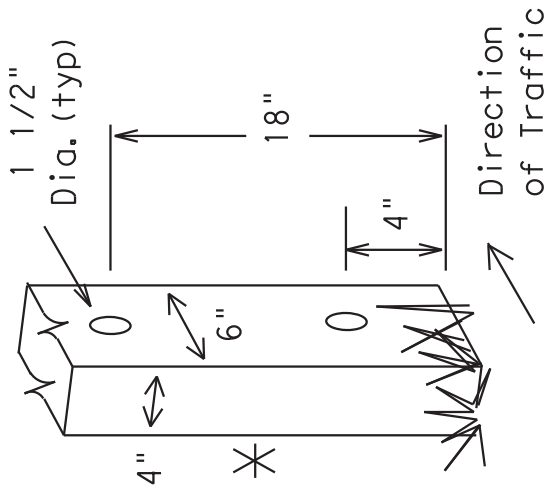
FILE:	bc-14, dgn	DN: TxDOT	OK: TxDOT	DN: TxDOT	OK: TxDOT
	© TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
	REVISONS				
9-07	8-14	DIST		COUNTY	SHEET NO.
7-13					16

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

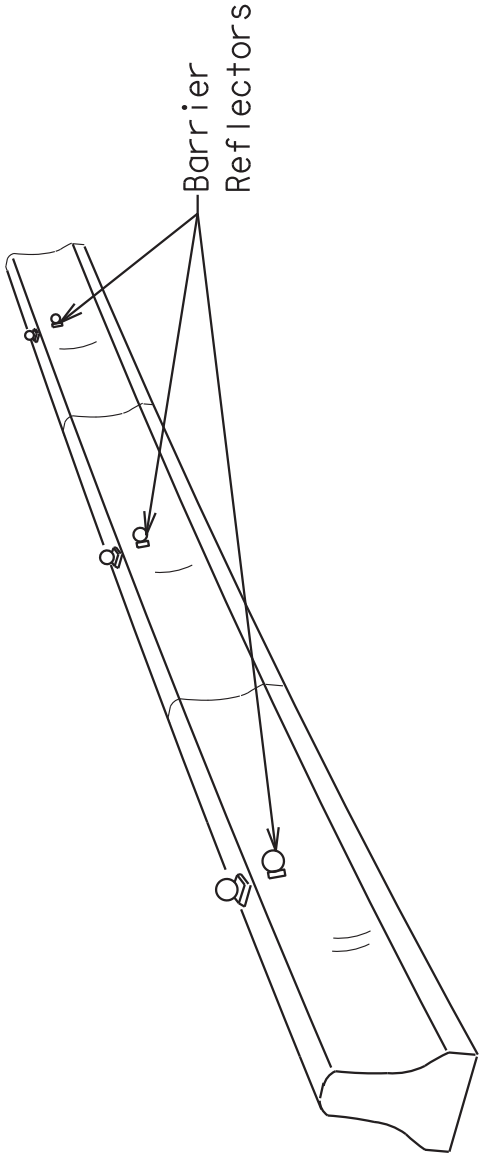


WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS

Nominal Post Size	Number of Posts	Maximum Sq. Feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	N0
4 x 4	2	21	36"	N0
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES



1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the T MUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.



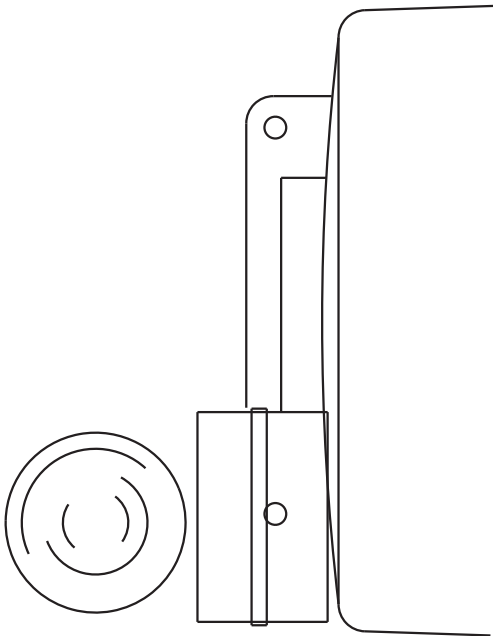
CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.

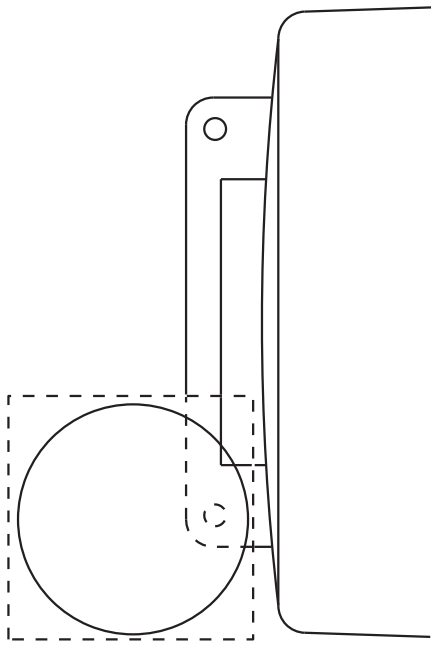
BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS

WARNING LIGHTS

1. Warning lights shall meet the requirements of the T MUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B₁ or C₁ Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
6. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
7. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.



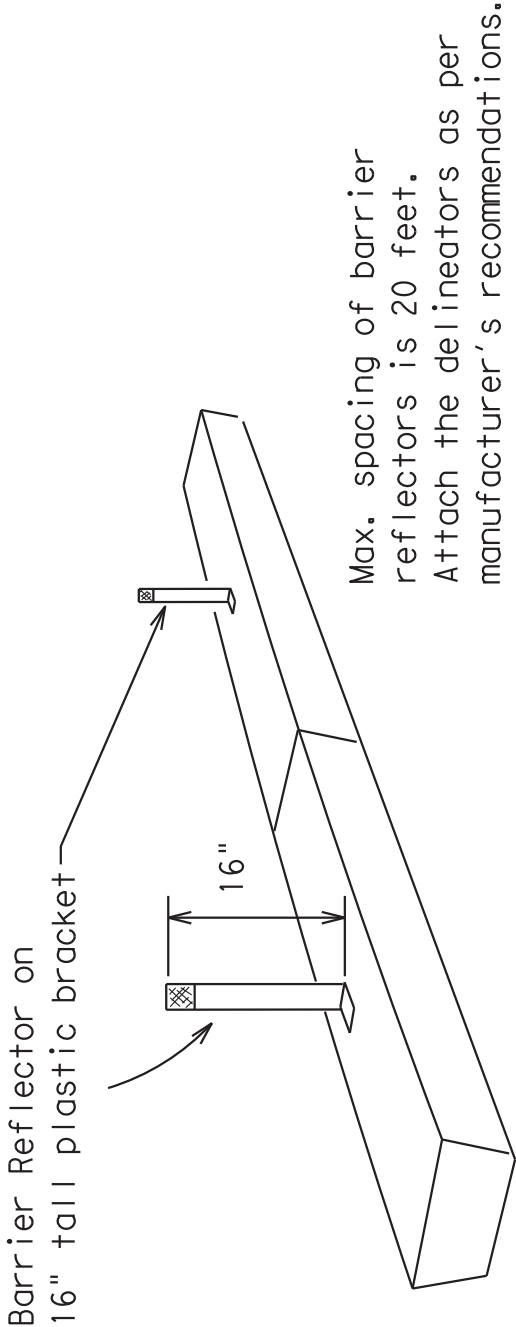
Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



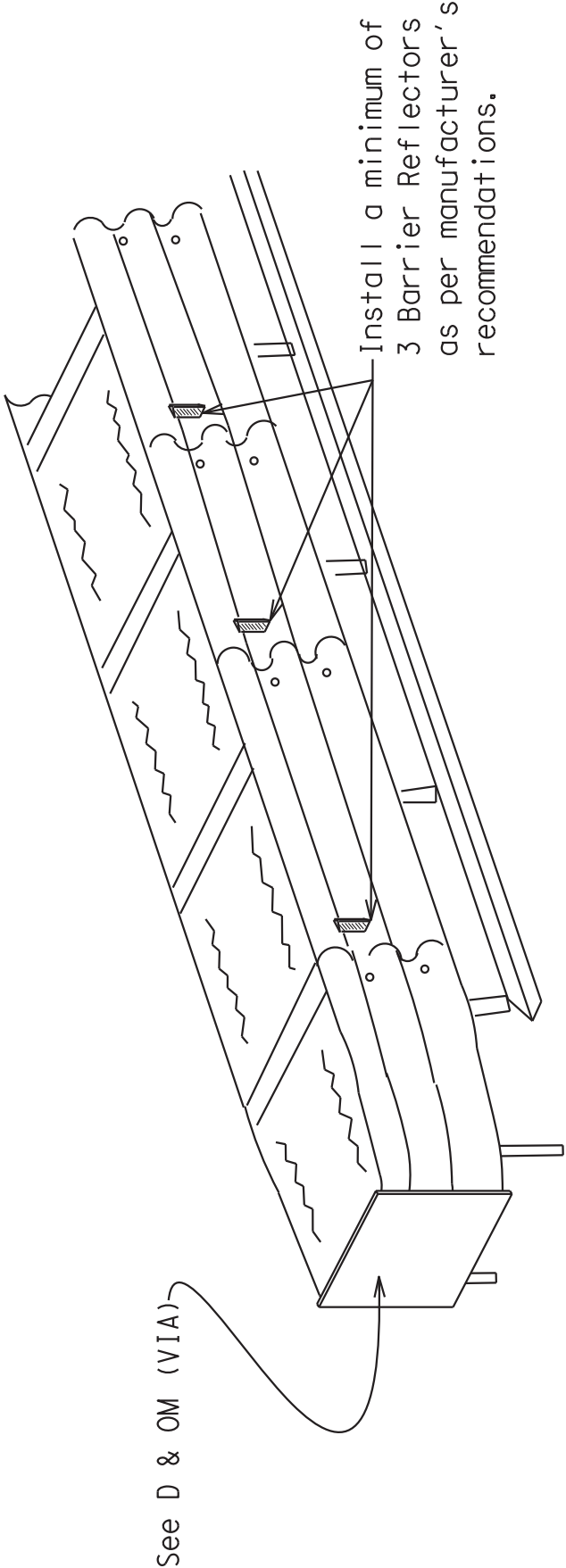
Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the C MWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.



LOW PROFILE CONCRETE BARRIER (LPCB)



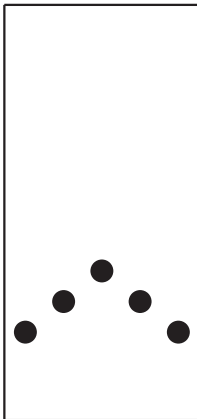
DELINEATION OF END TREATMENTS

END TREATMENTS FOR CTB'S USED IN WORK ZONES

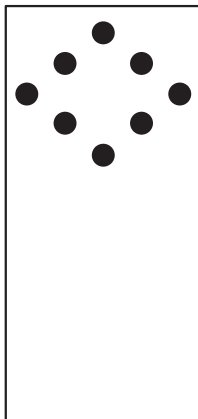
End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the C MWZTCD List for approved end treatments and manufacturers.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:

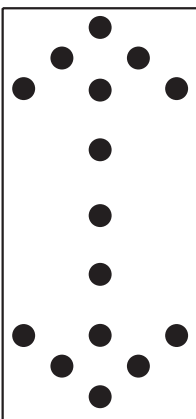


OR

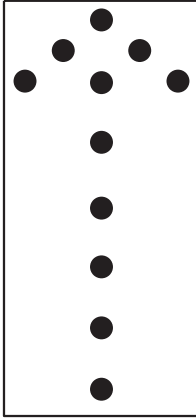


4 CORNER CAUTION

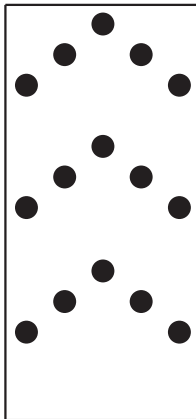
ALTERNATING DIAMOND CAUTION



DOUBLE ARROW



LEFT & RIGHT



CHEVRON ARROW
LEFT & RIGHT

5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

SHEET 7 OF 12



TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the C MWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the C MWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is an extended distance from the TMA.

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC (7) - 14

FILE:	bc-14.dgn	DWG:	TxDOT	CHK:	TxDOT	HIGHWAY
© TxDOT	November 2002	CONT	SECT	JOB		
REVISIONS		DIST		COUNTY		
9-07 8-14						
7-13						
		SHEET NO.				18

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE: FILE:

GENERAL NOTES

- For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
- For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
- For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
- Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
- Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
- The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

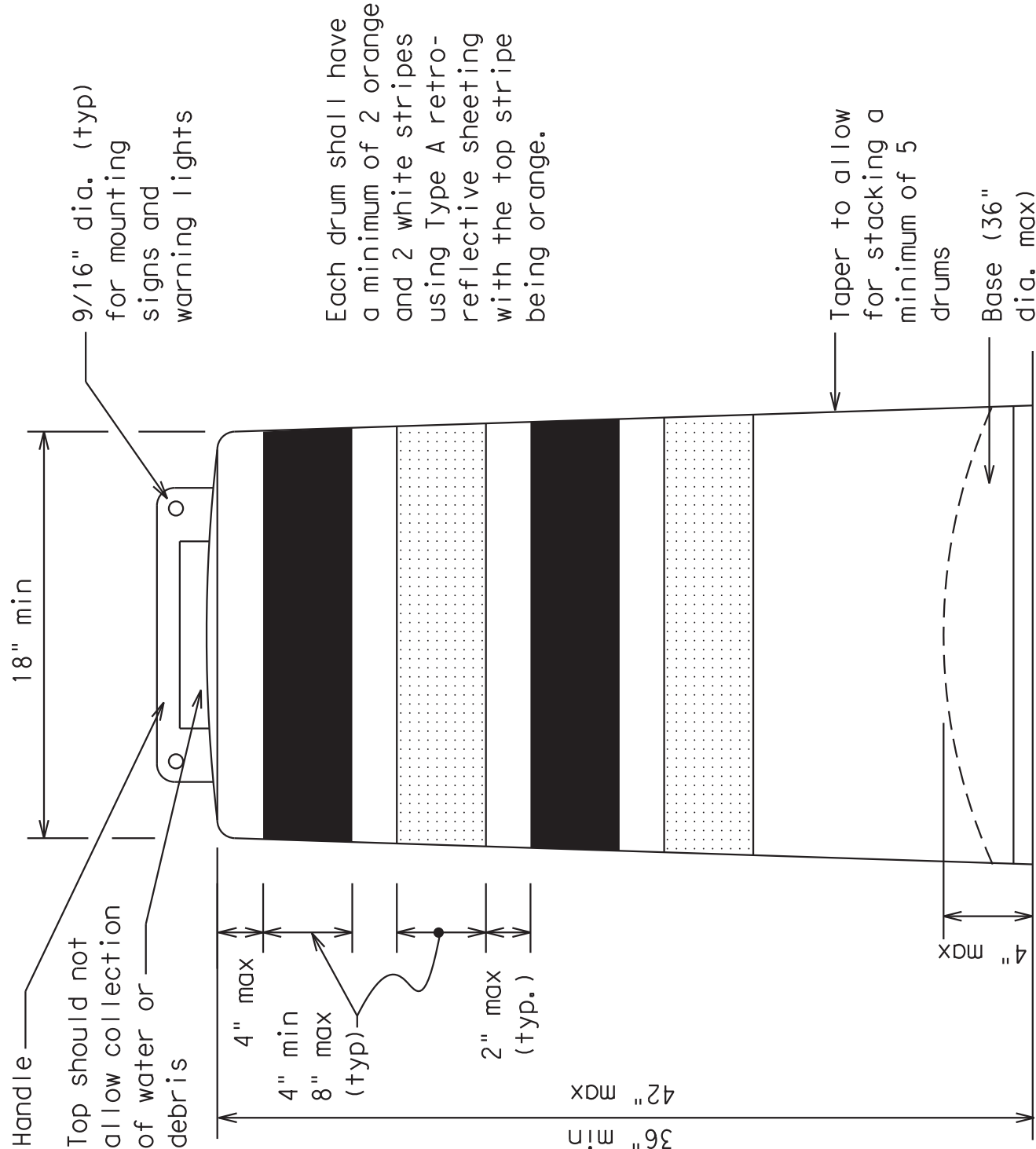
- Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
- The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
- Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
- Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
- The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
- The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
- Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
- Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
- Drum body shall have a maximum unballasted weight of 11 lbs.
- Drum and base shall be marked with manufacturer's name and model number.

RETROREFLECTIVE SHEETING

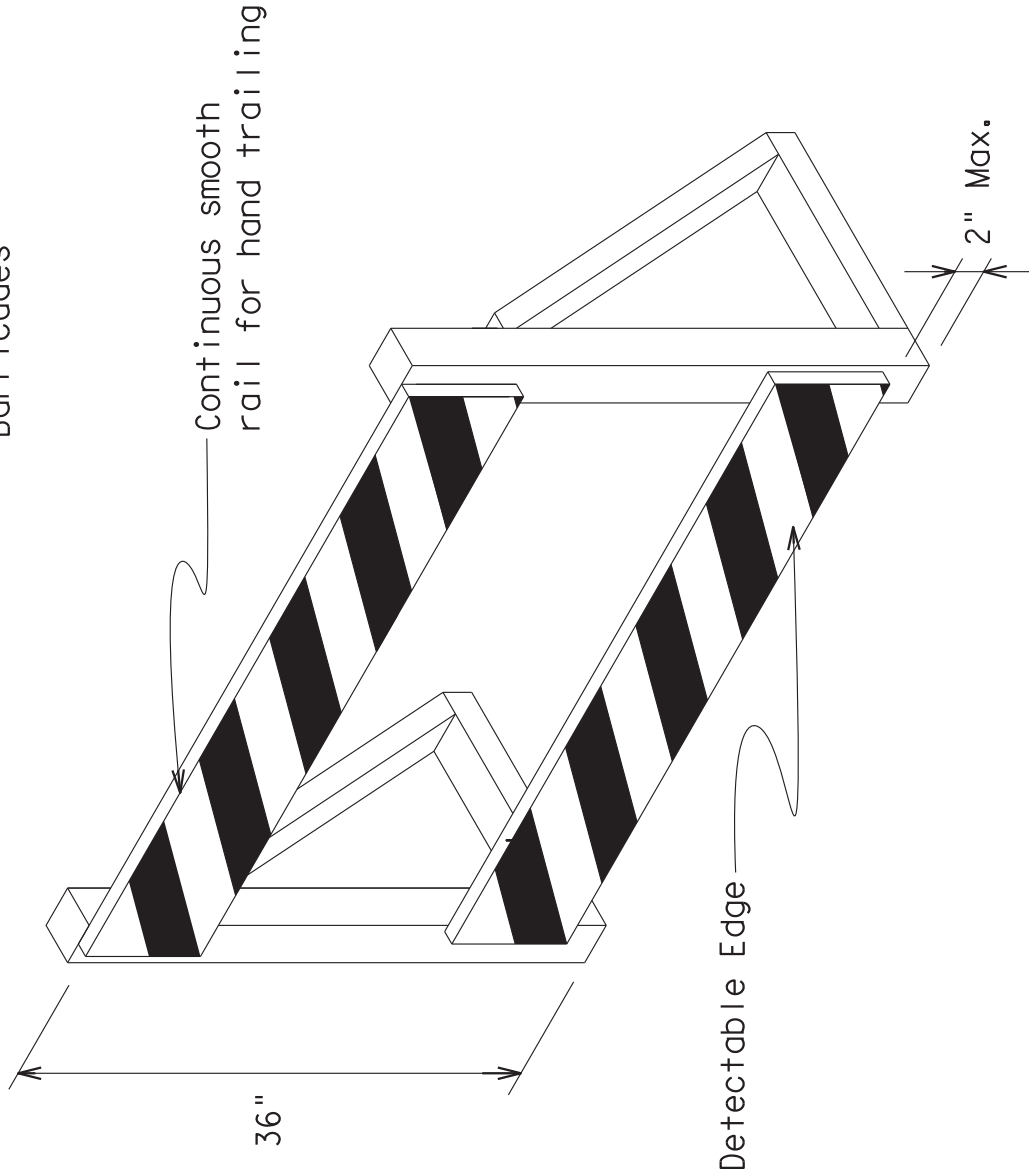
- The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
- The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

- Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
- Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
- Recycled truck tire sidewall is may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
- The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
- When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
- Ballast shall not be placed on top of drums.
- Adhesives may be used to secure base of drums to pavement.



This detail is not intended for fabrication. See note 3 and the CWZTCD list for providers of approved Detectable Pedestrian Barricades

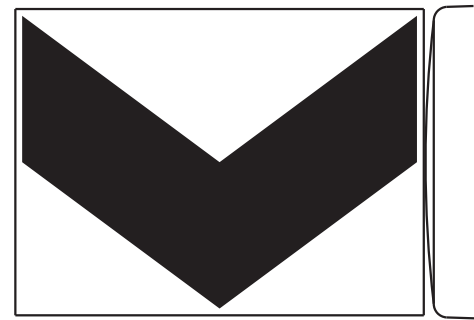


DETECTABLE PEDESTRIAN BARRICADES

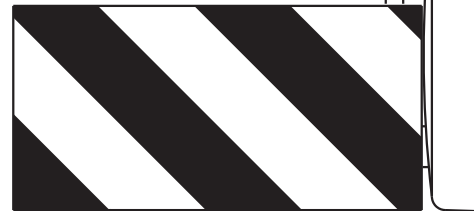
- When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
- Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
- Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
- Warning lights shall not be attached to detectable pedestrian barricades.
- Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.

DIRECTION INDICATOR BARRICADE

- The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
- If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
- The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type BFL or Type CLO Orange retroreflective sheeting above a rail with Type A Retroreflective sheeting in alternating white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheetting types shall be as per DMS 8300.
- Double arrows on the Direction Indicator Barricade will not be allowed.
- Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturer's instructions.



18" x 24" Sign
(Maximum Sign Dimension)
Chevron CW1-8, Opposing Traffic Lane Divider, Driveway sign D70a, Keep Right R4 series or other signs as approved by Engineer



12" x 24" Vertical Panel
mount with diagonals sloping down towards travel way

Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

- Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
- Chevrons and other work zone signs with an orange background shall be manufactured with Type BFL or Type CLO Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
- Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
- Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
- Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
- Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
- Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
- R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.



Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (8) - 14

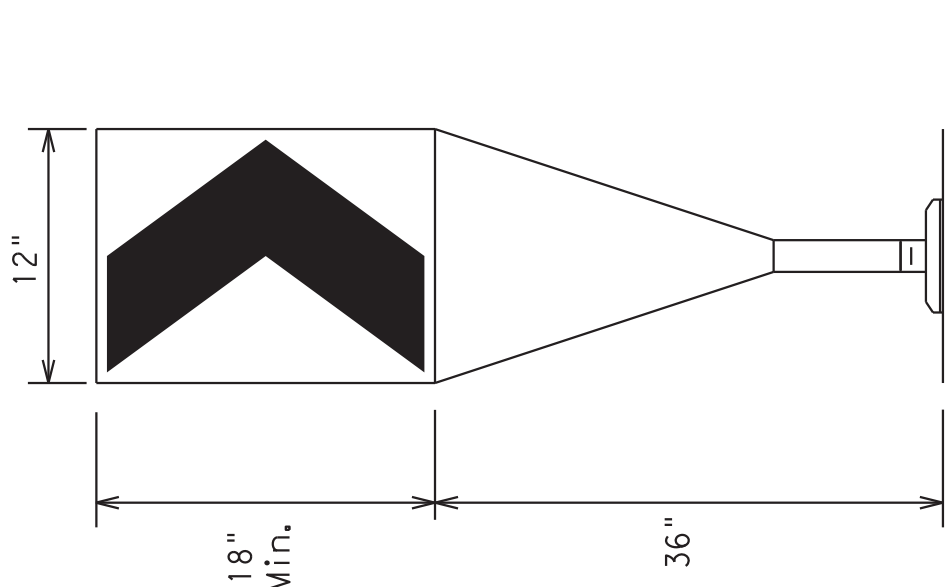
FILE:	bc-14.dgn	DWG:	TXDOT	CHK:	TXDOT	HIGHWAY
REVISED:	November 2002	CONT:	SECT:	JOB:		
4-03	7-13	DIST:		COUNTY:		SHEET NO.
9-07	8-14					19

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". TXDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TX01 for any purpose whatsoever. TX01 assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

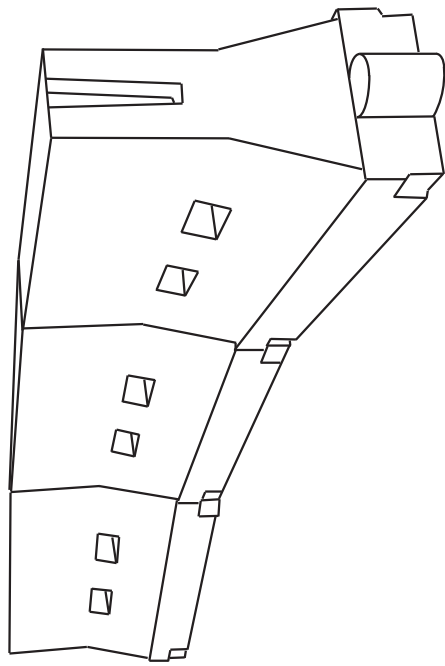
GENERAL NOTES

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B₁ or Type C₁ conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.



Fixed Base w/ Approved Adhesive
(Driveable Base, or Flexible
Support can be used)

CHEVRONS



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rolls as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZCD list.
4. Water ballasted systems used as barriers shall not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

BC (9) - 14

FILE:	bc-14.dgn	DWG: TxDOT	CITY: TxDOT	DATE: TxDOT	BY: TxDOT
© TxDOT November 2002		CONT	SECT	JOB	HIGHWAY
REVISONS					
9-07	8-14	DIST		COUNTY	SHEET NO.
7-13					20

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

Posted Speed *	Formula	Minimum Desirable Taper Lengths **		Suggested Maximum Spacing of Channelizing Devices	
		10' Offset	11' 12" Offset	On a Taper	On a Tangent
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'
35		205'	225'	245'	35'
40		265'	295'	320'	40'
45	L = WS	450'	495'	540'	45'
50		500'	550'	600'	50'
55		550'	605'	660'	55'
60		600'	660'	720'	60'
65		650'	715'	780'	65'
70		700'	770'	840'	70'
75	80	750'	825'	900'	75'
80		800'	880'	960'	80'

**Taper lengths have been rounded off.
 L=Length of Taper (FT.) W=Width of Offset (FT.)
 S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS

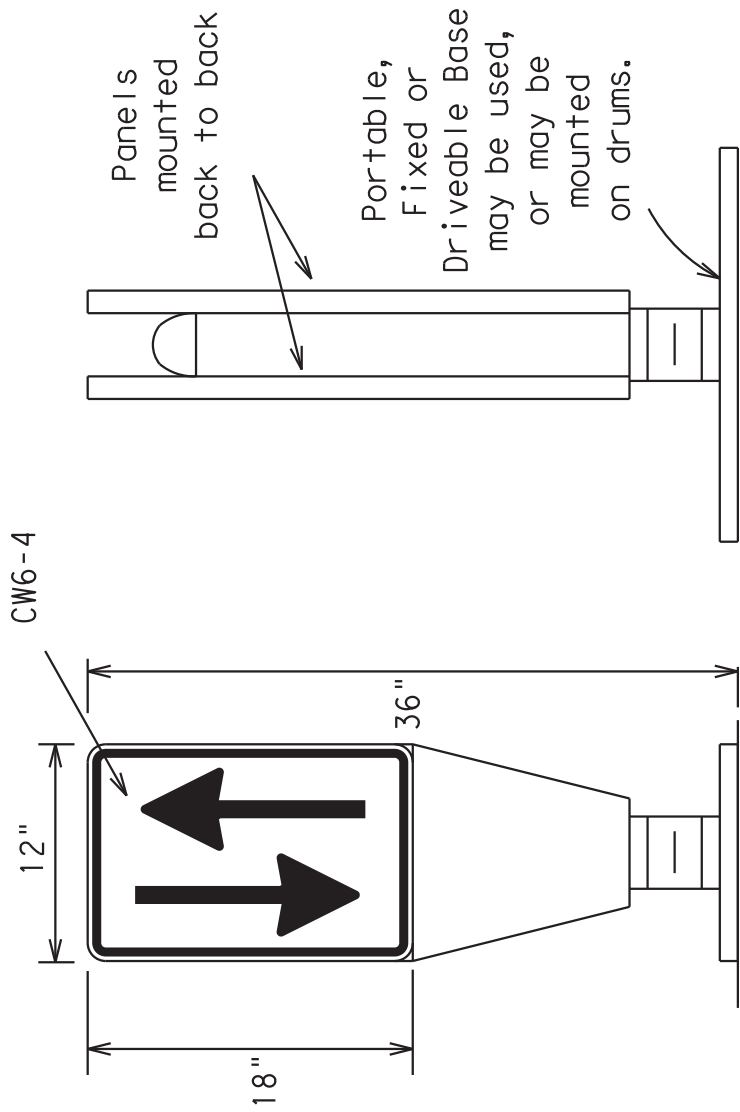
SHEET 9 OF 12



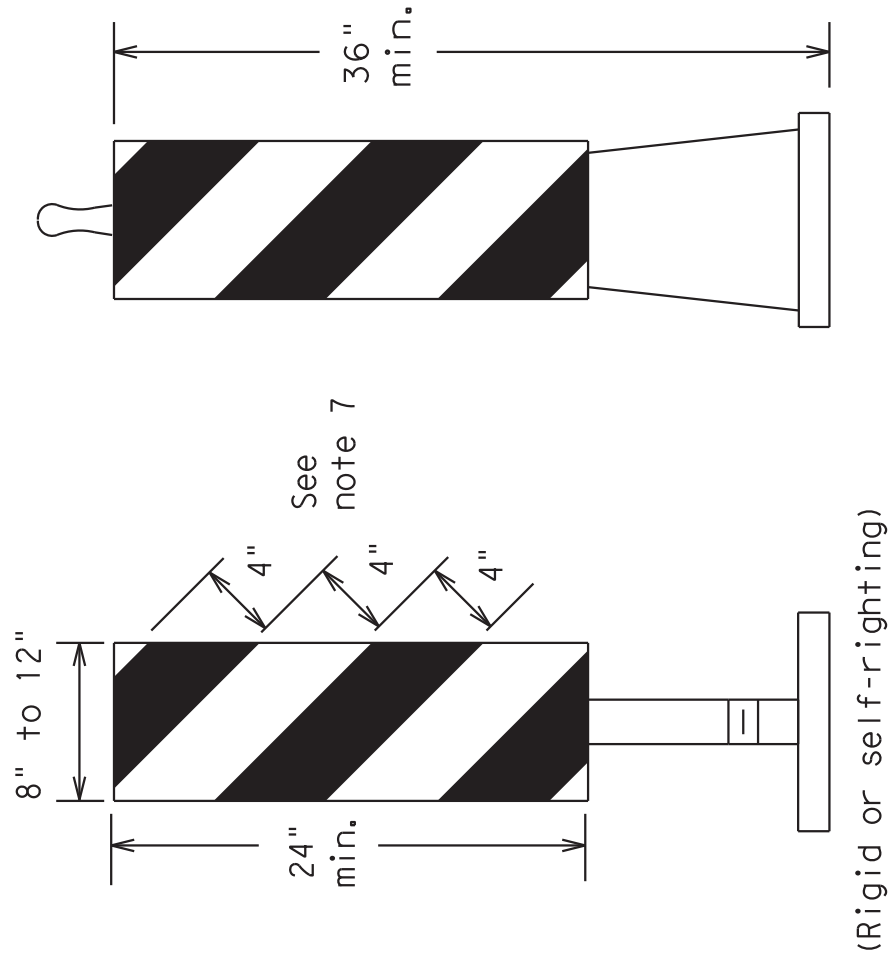
BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{II} or Type C_{II} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.



VERTICAL PANELS (VPs)



(Rigid or self-righting)

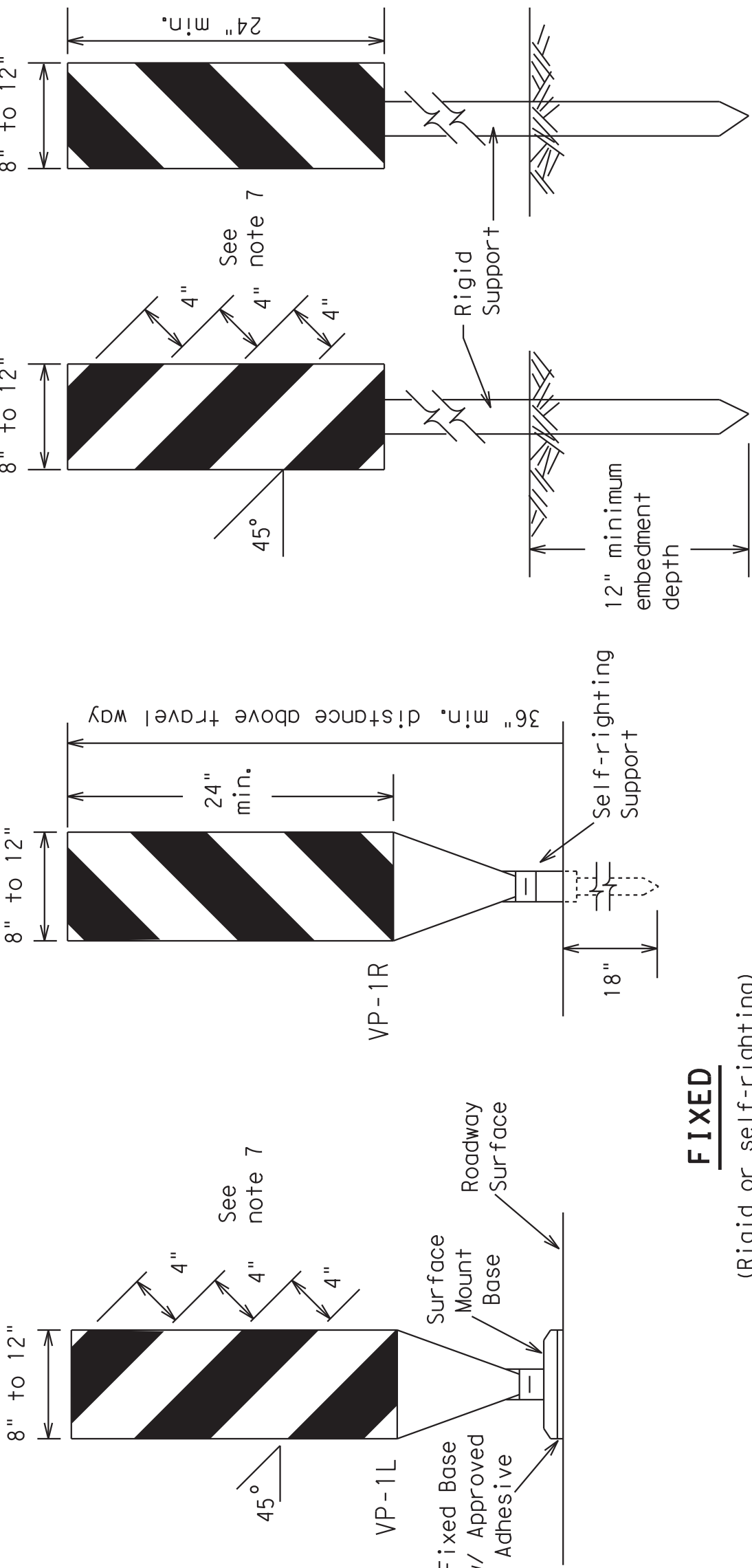
PORTABLE

DRIVEABLE

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CMWZC01).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

FIXED

(Rigid or self-righting)



1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B₁ or Type C₁ conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

Fixed Base w/ Approved Adhesive
(Driveable Base, or Flexible
Support can be used)

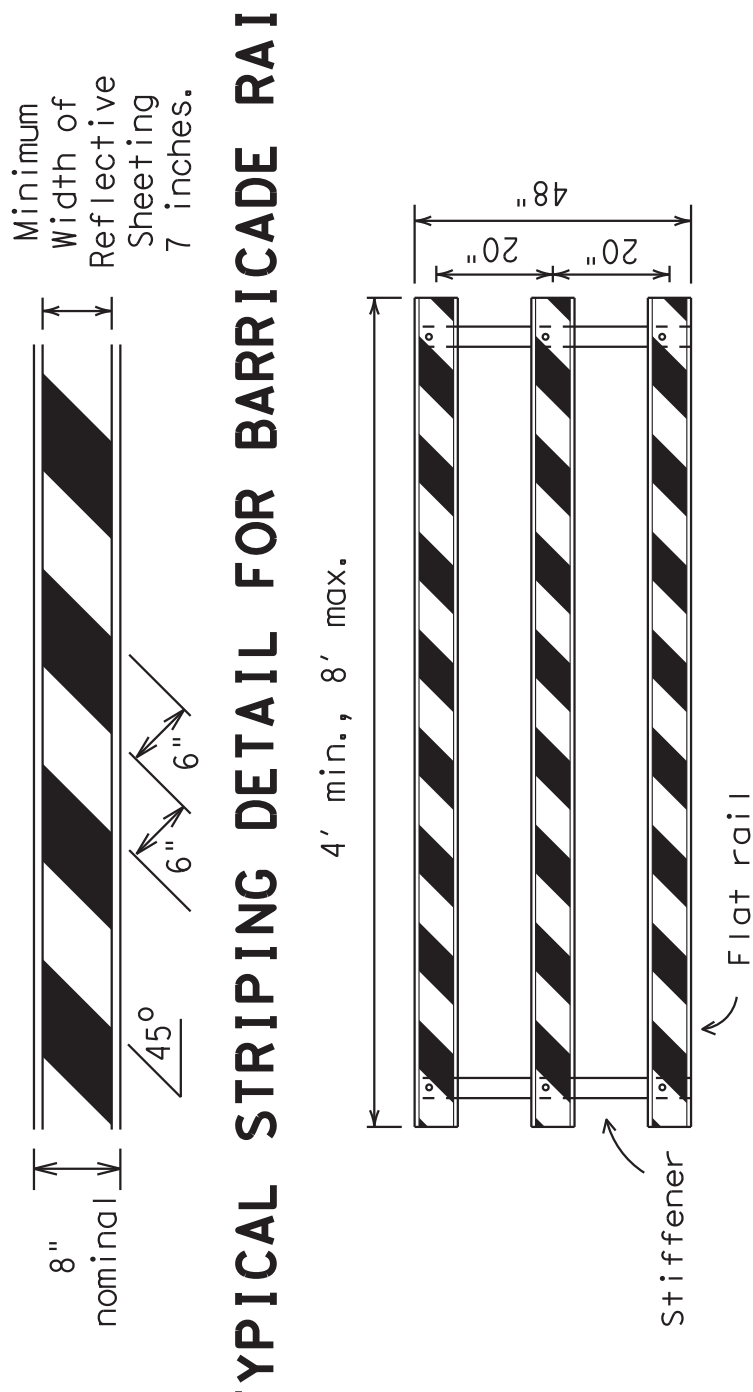
GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.

Packet Pg. 285

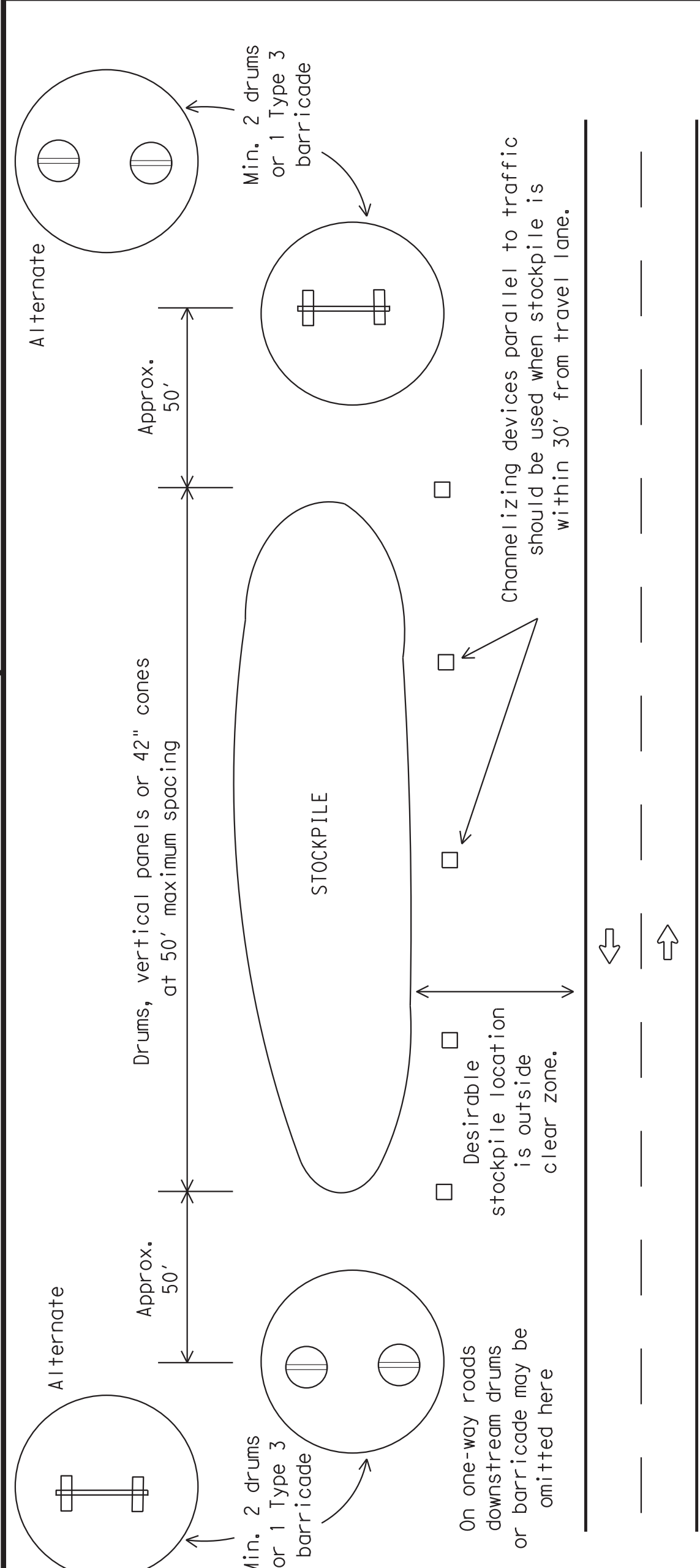
- TYPE 3 BARRICADES**
- Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
 - Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
 - Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
 - Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
 - Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
 - Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
 - Warning lights shall NOT be installed on barricades.
 - Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
 - Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.

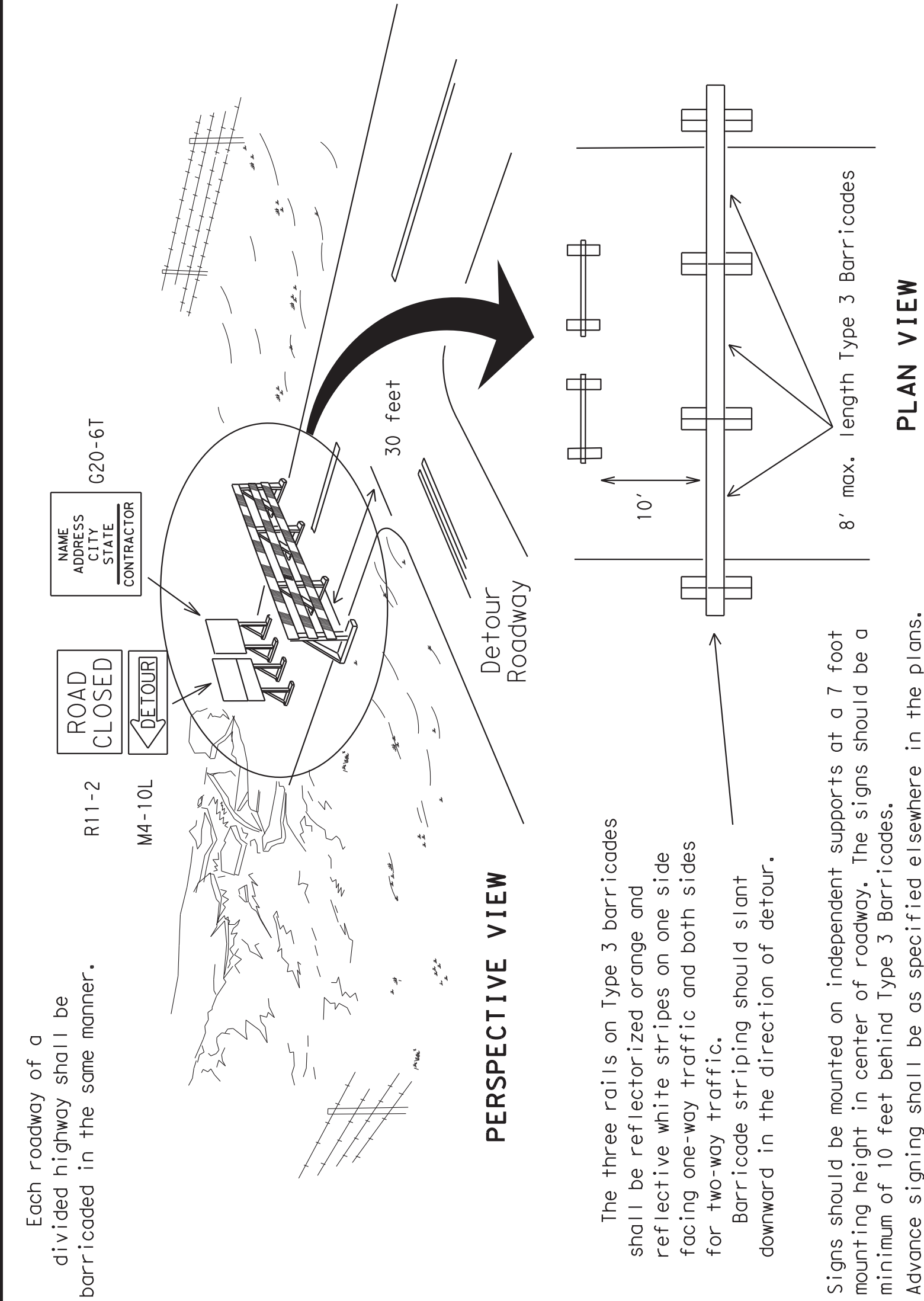


Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

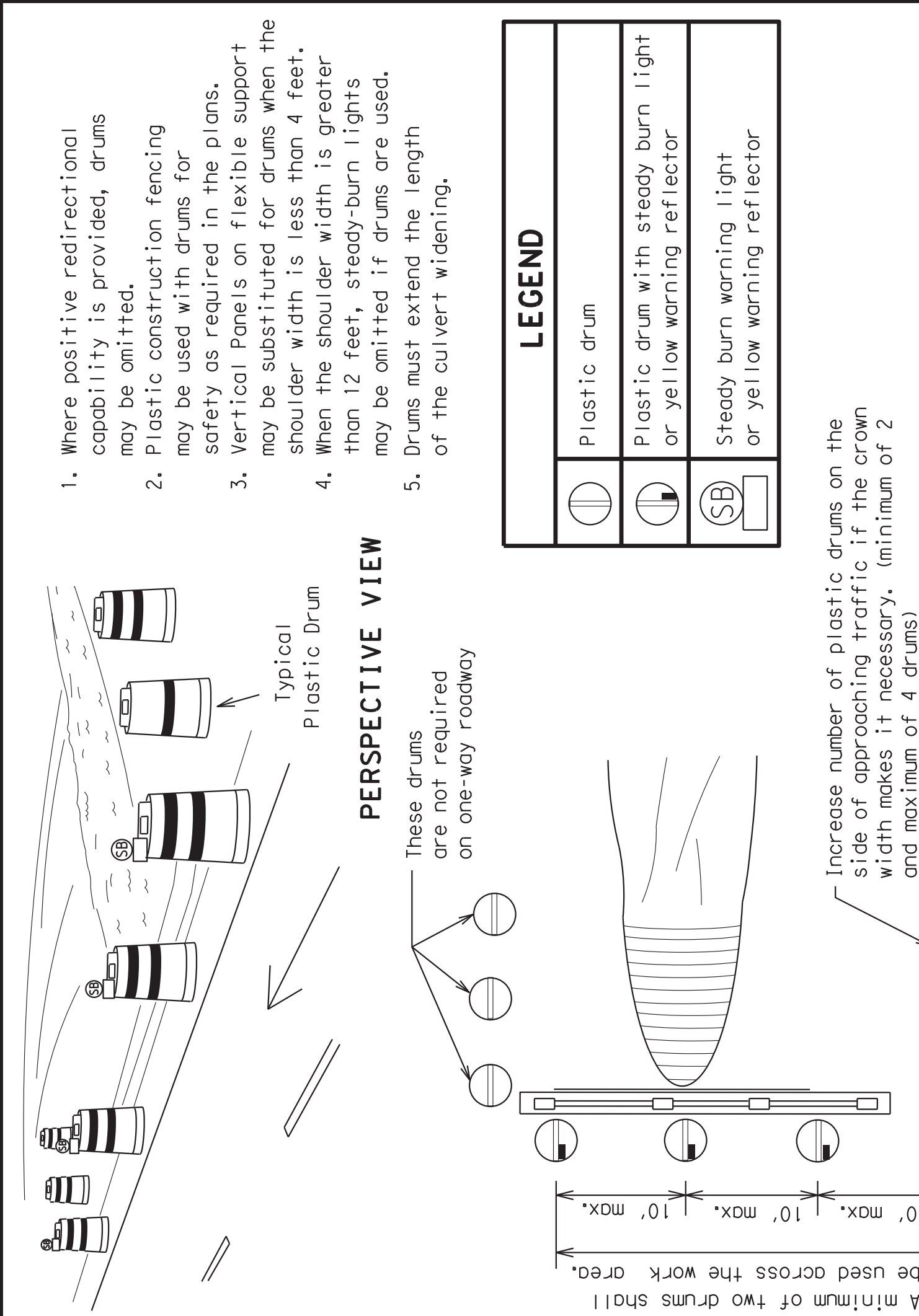


TRAFFIC CONTROL FOR MATERIAL STOCKPILES



TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION

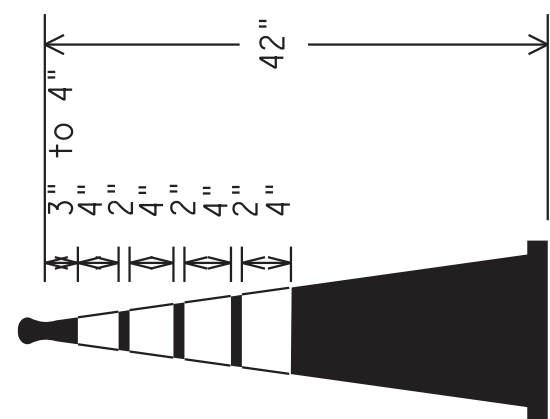
- Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
- Advance signing shall be as specified elsewhere in the plans.



PLAN VIEW

CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



- This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
- This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
- This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
- The base must weigh a minimum of 30 lbs.

SHEET 10 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC (10) - 14

FILE: bc-14.dgn

DATE: November 2002

REVISED: 8-14

BY: TXDOT

CHK: TXDOT

DES: TXDOT

CONTRACT: 0000000000

SECTION: 0000000000

JOB: 0000000000

COUNTY: 0000000000

SHEET NO.: 21

DISCLAIMER: The use of this standard is governed by the Texas Engineering Practice Act. TXDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use. No warranty of any kind is made by TXDOT for any purpose whatsoever.

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

WORK ZONE PAVEMENT MARKINGS

GENERAL

- 1. The Contractor shall be responsible for maintaining work zone and existing pavement markings, in accordance with the standard specifications and special provisions, on all roadways open to traffic within the CSJ limits unless otherwise stated in the plans.
- 2. Color, patterns and dimensions shall be in conformance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
- 3. Additional supplemental pavement marking details may be found in the plans or specifications.
- 4. Pavement markings shall be installed in accordance with the TMUTCD and as shown on the plans.
- 5. When short term markings are required on the plans, short term markings shall conform with the TMUTCD, the plans and details as shown on the Standard Plan Sheet WZ(STPM).
- 6. When standard pavement markings are not in place and the roadway is opened to traffic, DO NOT PASS signs shall be erected to mark the beginning of the sections where passing is prohibited and PASS WITH CARE signs at the beginning of sections where passing is permitted.
- 7. All work zone pavement markings shall be installed in accordance with Item 662, "Work Zone Pavement Markings."

RAISED PAVEMENT MARKERS

- 1. Raised pavement markers are to be placed according to the patterns on BC(12).
- 2. All raised pavement markers used for work zone markings shall meet the requirements of Item 672, "RAISED PAVEMENT MARKERS" and Departmental Material Specification DMS-4200 or DMS-4300.

PREFABRICATED PAVEMENT MARKINGS

- 1. Removable prefabricated pavement markings shall meet the requirements of DMS-8241.
- 2. Non-removable prefabricated pavement markings (foil back) shall meet the requirements of DMS-8240.

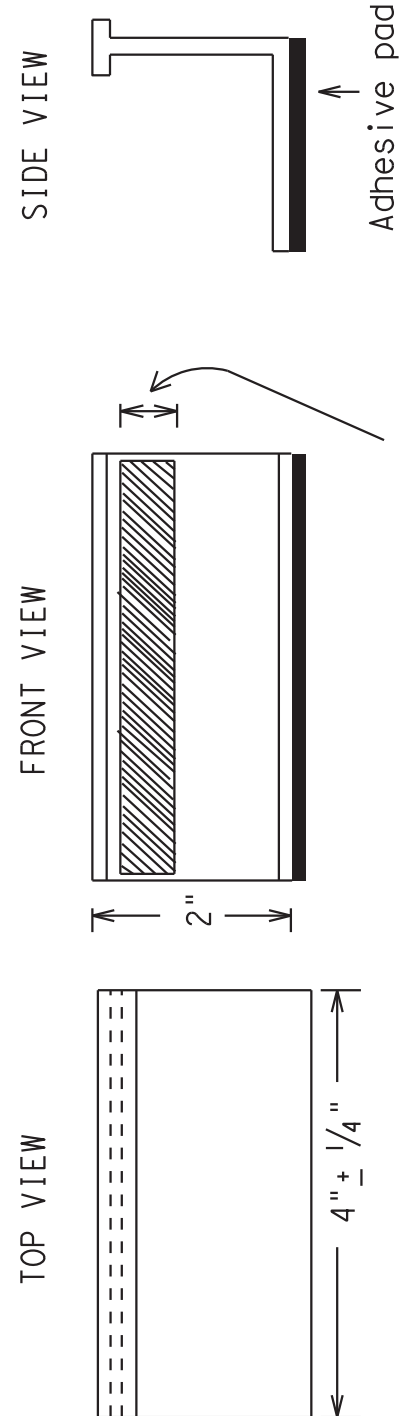
MAINTAINING WORK ZONE PAVEMENT MARKINGS

- 1. The Contractor will be responsible for maintaining work zone pavement markings within the work limits.
- 2. Work zone pavement markings shall be inspected in accordance with the frequency and reporting requirements of work zone traffic control device inspections as required by Form 599.
- 3. The markings should provide a visible reference for a minimum distance of 300 feet during normal daylight hours and 160 feet when illuminated by automobile low-beam headlights at night, unless sight distance is restricted by roadway geometrics.
- 4. Markings failing to meet this criteria within the first 30 days after placement shall be replaced at the expense of the Contractor as per Specification Item 662.

REMOVAL OF PAVEMENT MARKINGS

- 1. Pavement markings that are no longer applicable, could create confusion or direct a motorist toward or into the closed portion of the roadway shall be removed or obliterated before the roadway is opened to traffic.
- 2. The above shall not apply to detours in place for less than three days, where flaggers and/or sufficient channelizing devices are used in lieu of markings to outline the detour route.
- 3. Pavement markings shall be removed to the fullest extent possible, so as not to leave a discernable marking. This shall be by any method approved by TxDOT Specification Item 677 for "Eliminating Existing Pavement Markings and Markers".
- 4. The removal of pavement markings may require resurfacing or seal coating portions of the roadway as described in Item 677.
- 5. Subject to the approval of the Engineer, any method that proves to be successful on a particular type pavement may be used.
- 6. Blast cleaning may be used but will not be required unless specifically shown in the plans.
- 7. Over-painting of the markings SHALL NOT BE permitted.
- 8. Removal of raised pavement markers shall be as directed by the Engineer.
- 9. Removal of existing pavement markings and markers will be paid for directly in accordance with Item 677, "ELIMINATING EXISTING PAVEMENT MARKINGS AND MARKERS," unless otherwise stated in the plans.
- 10. Black-out marking tape may be used to cover conflicting existing markings for periods less than two weeks when approved by the Engineer.

Temporary Flexible-Reflective Roadway Marker Tabs



STAPLES OR NAILS SHALL NOT BE USED TO SECURE TEMPORARY FLEXIBLE-REFLECTIVE ROADWAY MARKER TABS TO THE PAVEMENT SURFACE

- 1. Temporary flexible-reflective roadway marker tabs used as guidemarks shall meet the requirements of DMS-8242.
- 2. Tabs detailed on this sheet are to be inspected and accepted by the Engineer or designated representative. Sampling and testing is not normally required, however at the option of the Engineer, either "A" or "B" below may be imposed to assure quality before placement on the roadway.
 - A. Select five (5) or more tabs at random from each lot or shipment and submit to the Construction Division, Materials and Pavement Section to determine specification compliance.
 - B. Select five (5) tabs and perform the following test. Affix five (5) tabs at 24 inch intervals on an asphaltic pavement in a straight line. Using a medium size passenger vehicle or pickup, run over the markers with the front and rear tires at a speed of 35 to 40 miles per hour, four (4) times in each direction. No more than one (1) out of the five (5) reflective surfaces shall be lost or displaced as a result of this test.
- 3. Small design variances may be noted between tab manufacturers.
- 4. See Standard Sheet WZ(STPM) for tab placement on new pavements. See Standard Sheet TCP(7-1) for tab placement on seal coat work.

RAISED PAVEMENT MARKERS USED AS GUIDEMARKS

- 1. Raised pavement markers used as guidemarks shall be from the approved product list, and meet the requirements of DMS-4200.
- 2. All temporary construction raised pavement markers provided on a project shall be of the same manufacturer.
- 3. Adhesive for guidemarks shall be bituminous material hot applied or butyl rubber pad for all surfaces, or thermoplastic for concrete surfaces.

Guidemarks shall be designated as:
YELLOW - (two amber reflective surfaces with yellow body).
WHITE - (one silver reflective surface with white body).

DEPARTMENTAL MATERIAL SPECIFICATIONS

PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
TRAFFIC BUTTONS	DMS-4300
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240
TEMPORARY REMOVABLE, PREFABRICATED PAVEMENT MARKINGS	DMS-8241
TEMPORARY FLEXIBLE, REFLECTIVE ROADWAY MARKER TABS	DMS-8242

A list of prequalified reflective raised pavement markers, non-reflective traffic buttons, roadway marker tabs and other pavement markings can be found at the Material Producer List web address shown on BC(1).

SHEET 11 OF 12



Texas Department of Transportation

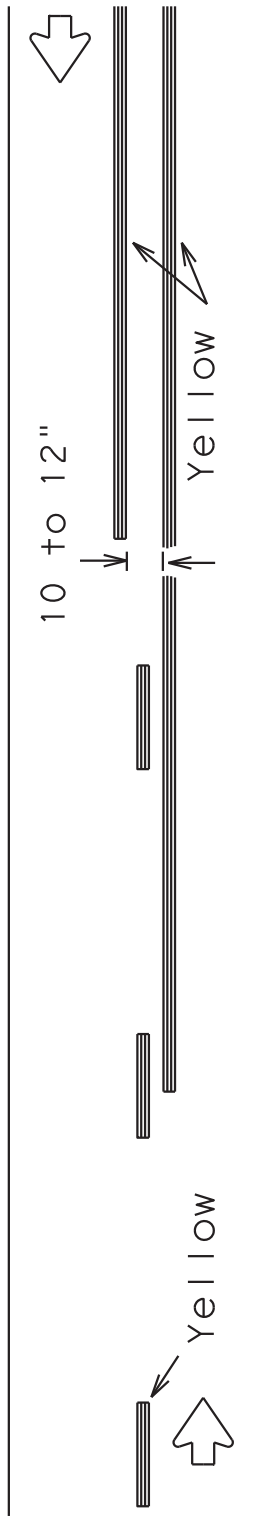
Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PAVEMENT MARKINGS

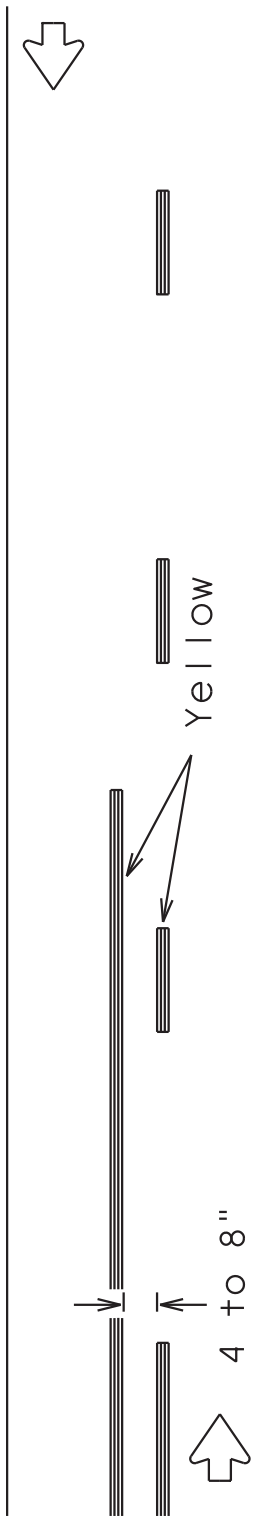
BC(11) - 14

FILE:	bc-14.dgn	DWG: TxDOT	CHK: TxDOT	HIGHWAY
CONT	SECT	JOB		
REVISONS				
2-98	9-07			
1-02	7-13	COUNTY		SHEET NO.
11-02	8-14			22

PAVEMENT MARKING PATTERNS



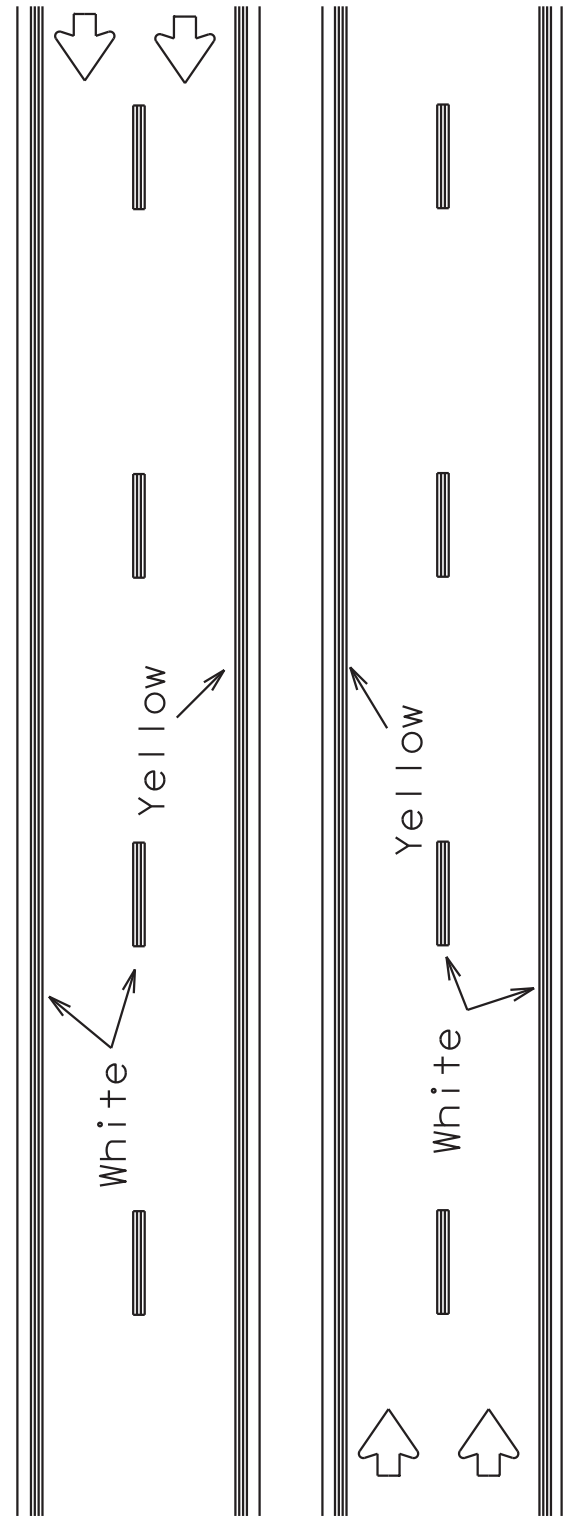
REFLECTORIZED PAVEMENT MARKINGS - PATTERN A



REFLECTORIZED PAVEMENT MARKINGS - PATTERN B

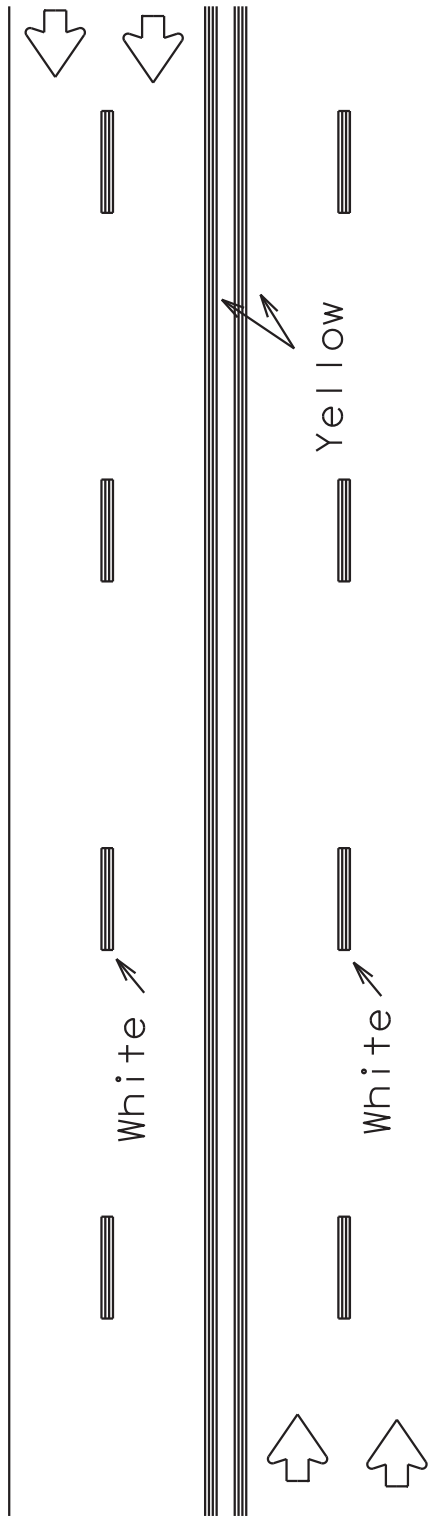
Pattern A is the TXDOT Standard, however Pattern B may be used if approved by the Engineer. Prefabricated markings may be substituted for reflectorized pavement markings.

CENTER LINE & NO-PASSING ZONE BARRIER LINES FOR TWO-LANE, TWO-WAY HIGHWAYS



Prefabricated markings may be substituted for reflectorized pavement markings.

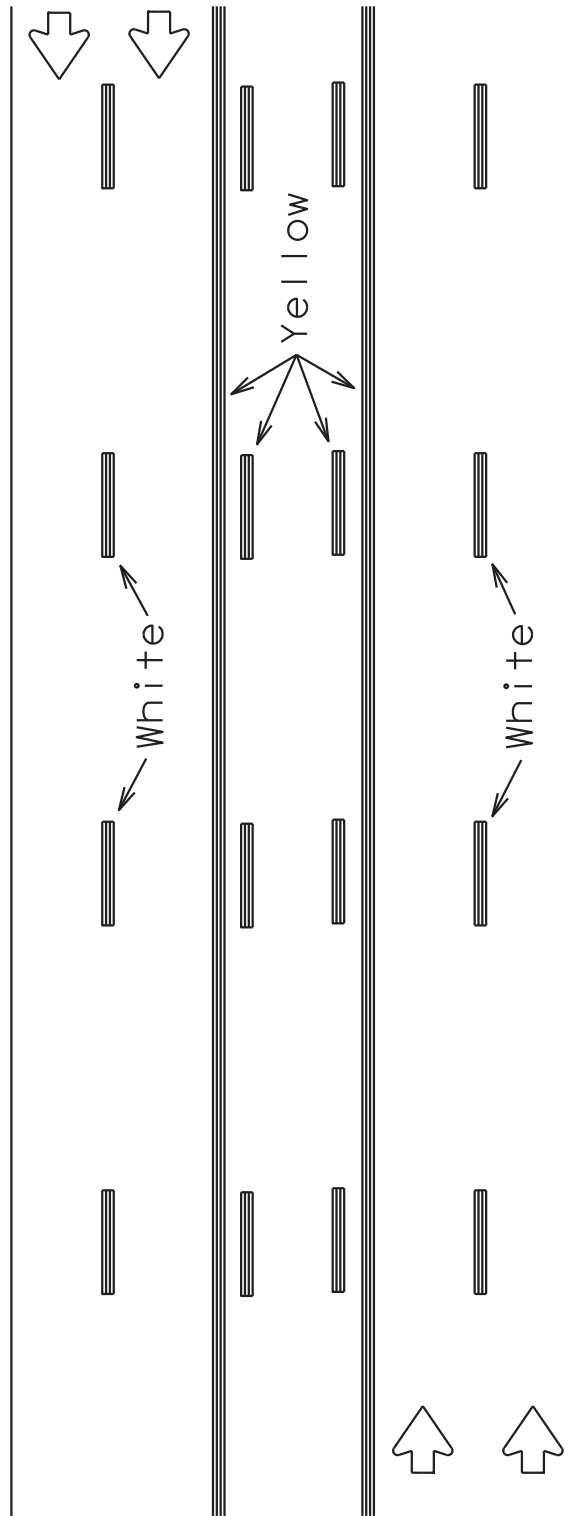
EDGE & LANE LINES FOR DIVIDED HIGHWAY



REFLECTORIZED PAVEMENT MARKINGS

Prefabricated markings may be substituted for reflectorized pavement markings.

LANE & CENTER LINES FOR MULTILANE UNDIVIDED HIGHWAYS

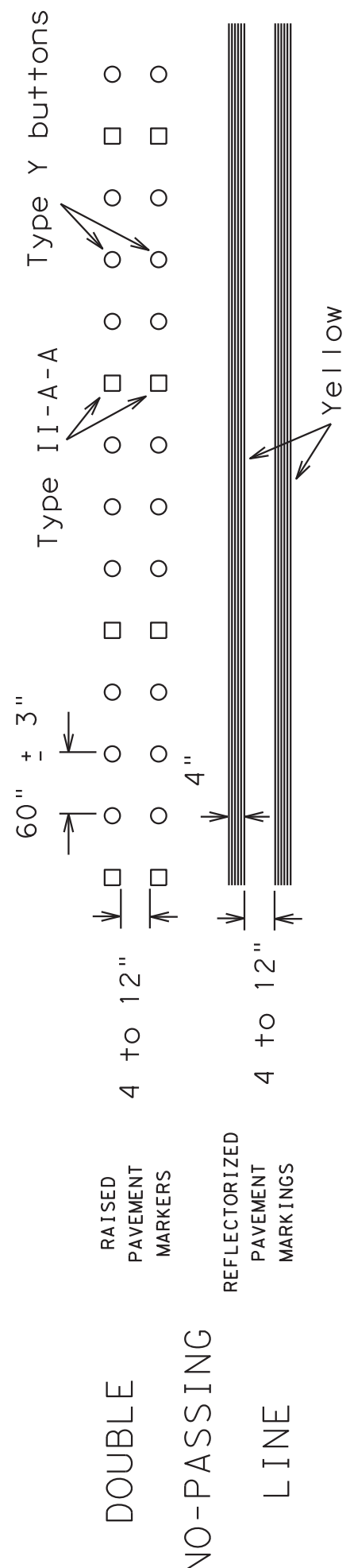


REFLECTORIZED PAVEMENT MARKINGS

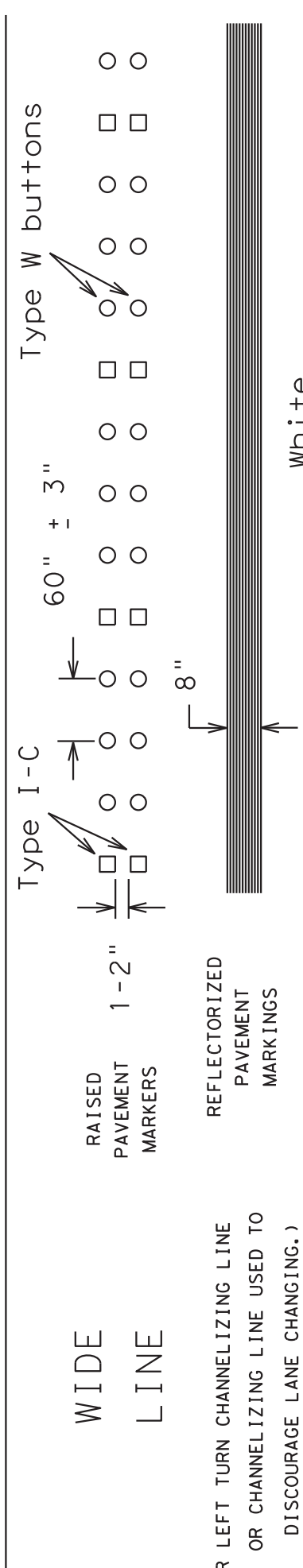
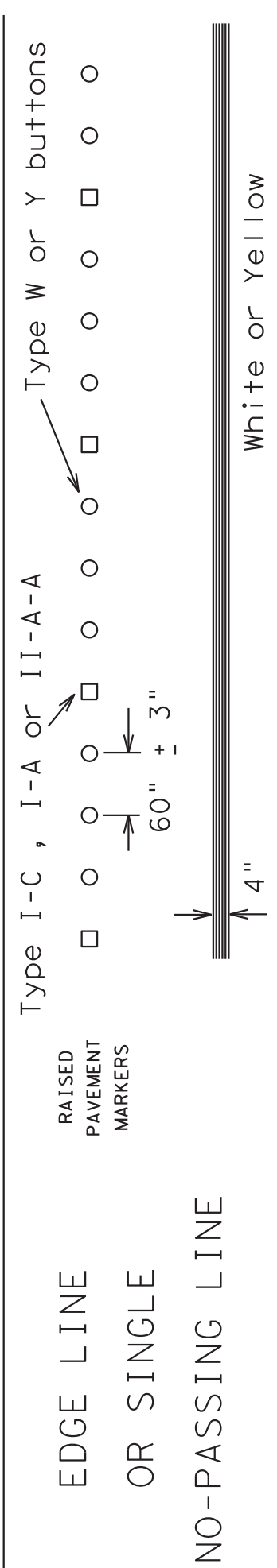
prefabricated markings may be substituted for reflectorized pavement markings.

TWO-WAY LEFT TURN LANE

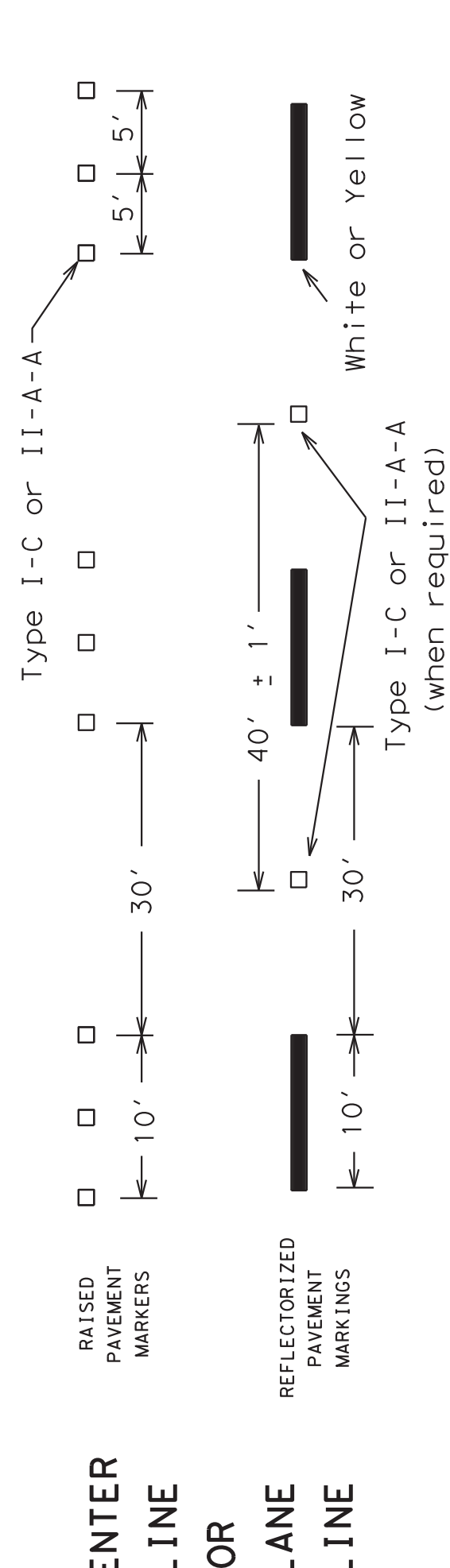
STANDARD WORK ZONE PAVEMENT MARKINGS DETAILS



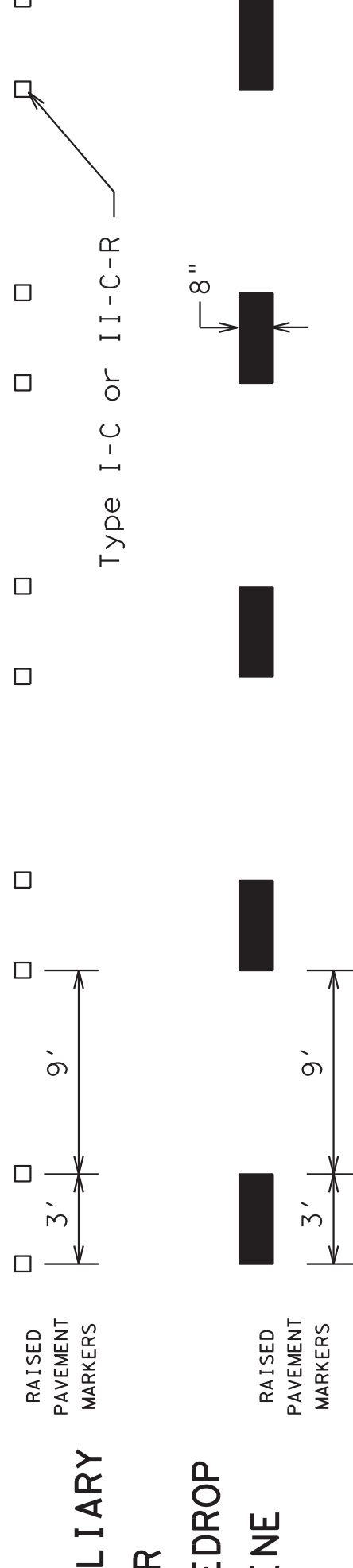
SOLID
LINES



R LEFT TURN CHANNELIZING LINE
OR CHANNELIZING LINE USED TO
DISCOURAGE LANE CHANGING.)

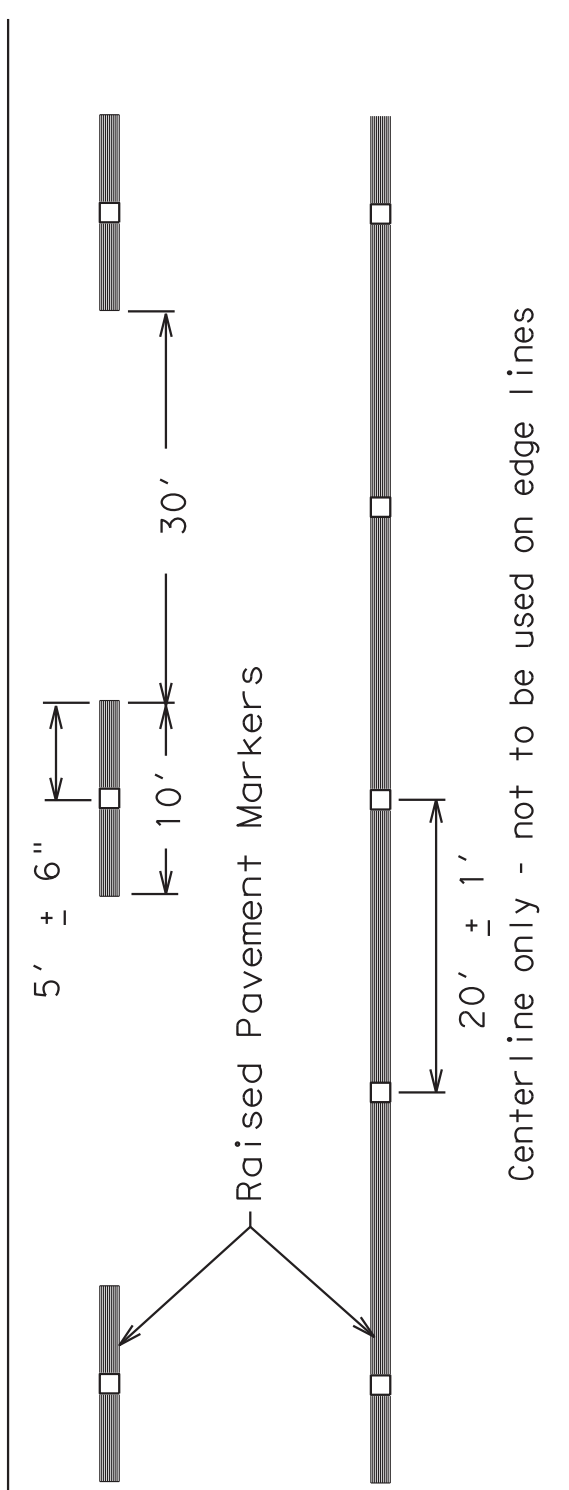


BROKEN LINES



REMOVABLE MARKINGS
WITH RAISED
PAVEMENT MARKERS

If raised pavement markers are used to supplement REMOVABLE markings, the markers shall be applied to the top of the tape at the approximate mid length of tape used for broken lines or at 20 foot spacing for solid lines. This allows an easier removal of raised pavement markers and tape.



Center line only - not to be used on edge lines

SHEET 12 OF 12



on

BARRICADE AND CONSTRUCTION PAVEMENT MARKING PATTERNS

Raised pavement markers used as standard pavement markings shall be from the approved products list and meet the requirements of Item 672 "RAISED PAVEMENT MARKERS."

BC(12)-14

FILE:	bc-14, dgn	DWG: TxDOT	CRK: TxDOT	DW: TxDOT	OK: TxDOT
	© TxDOT February 1998	CONT	SECT	JOB	HIGHWAY
	REVISONS				
	1-97 9-07				
	2-98 7-13				
	11-02 8-14	DIST	COUNTY		SHEET NO.
					23

Exhibit "A"		
Bid Comparison		
Texarkana, Texas Welcome Sign		
Four Thirteen Inc.	TEC, Inc.	Dyanimc Sign Solutions and Marketing, LLC
\$66,479.00	\$73,575.15	\$99,788.50

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:

ORDINANCE NO. 2016 – 133

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TEXARKANA, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT WITH FOUR THIRTEEN INC. FOR THE CONSTRUCTION OF THE TEXARKANA, TEXAS WELCOME SIGN IN AMOUNT NOT TO EXCEED SIXTY SIX THOUSAND FOUR HUNDRED SEVENTY-NINE AND 00/100 DOLLARS (\$66,479.00); AND AMENDING BUDGET EXPENDITURES FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2017 TO APPROPRIATE FUNDING IN THE AMOUNT OF SEVENTY-NINE THOUSAND SEVEN HUNDRED SEVENTY-NINE AND 00/100 DOLLARS (\$79,779.00) FOR THE CONSTRUCTION OF THE SIGN; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, expenditures for the Texarkana, Texas Welcome Sign were not appropriated in the original budget for the fiscal year ending September 30, 2017; and

WHEREAS, an appropriation of Seventy-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$79,779) is needed to proceed with the construction of the Texarkana, Texas Welcome Sign; and

WHEREAS, the bids were opened on November 3, 2016 for the construction of the Texarkana, Texas Welcome Sign; and

WHEREAS, the bidder with the lowest and best bid was Four Thirteen Inc. of Texarkana, Texas in an amount not to exceed Sixty-Six Thousand Four Hundred Seventy-Nine Dollars (\$66,479); and

WHEREAS, a 20% contingency in the amount of Thirteen Thousand Three Hundred Dollars (\$13,300) is included for any additional construction services; and

WHEREAS, the budget for the fiscal year ending September 30, 2017 should be amended to reflect the appropriation of Seventy-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$79,779) from the General Fund.

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

SECTION 1: That the City Manager be and is hereby authorized to enter into a contract with Four Thirteen Inc. for the construction of the Texarkana, Texas Welcome Sign in amount not to exceed Sixty-Six Thousand Four Hundred Seventy-Nine Dollars (\$66,479).

SECTION 2: That the budget estimate of the expenditures of the City of Texarkana, Texas, as prepared by the City Manager and appropriated by the City Council for the fiscal year beginning October 1, 2016 and ending September 30, 2017, be amended to reflect additional expenditures

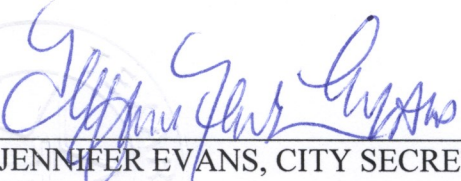
of Seventy-Nine Thousand Seven Hundred Seventy-Nine Dollars (\$79,779) from the General Fund.

SECTION 3: 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 **28th** day of **November, 2017**.

ATTEST:




JENNIFER EVANS, CITY SECRETARY


BOB BRUGGEMAN, MAYOR

6:51 p.m.