



CITY OF TEXARKANA

CITY COUNCIL

MINUTES • AUGUST 8, 2022

Second Floor Conference Room

Special Joint Meeting

5:30 PM

220 TEXAS BLVD, TEXARKANA, TX 75501

I. A SPECIAL JOINT MEETING WITH THE MACEDONIA-EYLAU MUNICIPAL UTILITY DISTRICT NO. 1 OF BOWIE COUNTY

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

City Staff: City Manager David Orr, Jennifer Evans, Gary Smith, and Dusty Henslee.

Legal Counsel: Jeff Lewis.

II. CALL TO ORDER, CITY COUNCIL ROLL CALL, ESTABLISHMENT OF QUORUM

Mayor Bruggeman called the meeting to order and asked for a roll call.

III. MUNICIPAL UTILITY DISTRICT BOARD ROLL CALL, ESTABLISHMENT OF QUORUM

Deborah Elijah confirmed attendance for the following utility district members and staff: Robert Bryan, Malvin Patterson, Kristi Harvey, Troy Hornsby, and Keith Griffie.

IV. WELCOME TO MUNICIPAL UTILITY DISTRICT BOARD MEMBERS AND OPENING REMARKS - BY MAYOR BOB BRUGGEMAN

The Mayor was happy to welcome everyone to this historical event. To his recollection, the city has never had a joint meeting with the Macedonia-Eylau Municipal Utility District Board.

Guests who also joined were Scott Griffin (RaceTrac), Scott Ivan (Winstead), Kayla Wood (MTG Engineers), and Kiron Browning (A L Franks Engineering).

**V. MUNICIPAL UTILITY DISTRICT BOARD MEMBER INTRODUCTIONS - BY
MUNICIPAL UTILITY DISTRICT BOARD PRESIDENT DEBRA ELIJAH**

Ms. Elijah had no additional comments at this time.

VI. STRATEGIC PARTNERSHIP AGREEMENT OVERVIEW

Jeff Lewis provided an overview of the RaceTrac commercial development proposal. The potential site is property located at the corner of Kings Highway and U.S. 59. Currently, the proposed location lies in the service area of the utility district which is in the city's ETJ, but not inside city limits, and therefore, would require future annexation.

There is also a second tract of land of about 150 acres that is adjacent to the city limits under consideration for the proposed commercial development.

Mr. Lewis said this meeting was the first of two public hearings. The law stipulates one public hearing to be held in the city and the second public hearing to be held in the Municipal Utility's district.

**VII. SPECIAL PUBLIC HEARING - PROPOSED STRATEGIC PARTNERSHIP
AGREEMENT**

There were no members of the public who presented testimony or evidence regarding a proposed Strategic Partnership Agreement for commercial development of specific, limited territory within the Municipal Utility District and the City's extraterritorial jurisdiction as authorized by Section 43.0751 of the Texas Local Government Code.

Strategic Partnership Agreement

RESULT:	COMPLETED
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**VIII. DISCUSSION OF DATE AND LOCATION FOR SECOND JOINT MEETING
WITHIN THE MUNICIPAL UTILITY DISTRICT; CLOSING COMMENTS**

The next proposed joint meeting is scheduled for Tuesday, September 13, 2022. The time and location will be determined at a later date.

**IX. ADJOURNMENT OF JOINT MEETING - BY MAYOR BOB BRUGGEMAN AND
MUNICIPAL UTILITY DISTRICT BOARD PRESIDENT DEBRA ELIJAH**

A motion was made to adjourn the meeting.

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



Jennifer Evans
City Secretary



Bob Bruggeman
Mayor

Strategic Partnership Agreement

* * * * *

Macedonia-Eylau Municipal Utility District No. 1 of Bowie County and City of Texarkana, Texas

This Strategic Partnership Agreement (“Agreement”), authorized by Section 43.0751 of the Texas Local Government Code, is entered into by and between the City of Texarkana, Texas, a home-rule municipality operating under a municipal charter adopted as authorized by Article XI, Section 5, of the Texas Constitution and as recognized by Texas Local Government Code Section 5.004 and having full power of local self-government (“City”), and Macedonia-Eylau Municipal Utility District No. 1 of Bowie County, a municipal utility district created under and subject to the authority, conditions, and restrictions of Article XVI, Section 59, and Article III, Section 52, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended (“District”).

RECITALS

WHEREAS, Local Government Code Section 43.0751 (the “Act”) authorizes City and District to negotiate and enter into a strategic partnership agreement by mutual consent; and

WHEREAS, City and District desire to enter into this Agreement, which they negotiated by mutual consent; and

WHEREAS, District encompasses a coverage area for water and sewer service to the west and southwest of City as set out in **Exhibit “A”**, and portions of District are located within City’s extraterritorial jurisdiction (“ETJ”); and

WHEREAS, this Agreement sets out the terms acceptable to District and City for limited-purpose annexation of any commercial property within the delineated boundaries of **Exhibit “B”** which is wholly within the District and City’s ETJ (“Limited Purpose Property”), and full-purpose annexation at the option of the City of certain commercial property in and within such boundaries as set forth herein, with a corresponding Statement of Work to implement such full-purpose annexation detailed in **Exhibit “C”**; and

WHEREAS, this Agreement sets out the terms acceptable to District and City for limited-purpose annexation of any commercial property within the delineated boundaries of **Exhibit “D”** which is wholly within the District and City’s ETJ (“Limited Purpose Property”), and full-purpose annexation at the option of the City of property in and within such boundaries as set forth herein; and

WHEREAS, subject to the terms and conditions of this Agreement and for the health, safety, and welfare of the residents within the District, the District is willing to allow the City to annex any portion of Limited Purpose Property for the limited purposes set forth herein; and

WHEREAS, in accordance with the Act, City and District provided notice of and conducted two joint public hearings — the first joint meeting held within the City on August 8, 2022, and the second joint meeting held within the District on _____, 2022 — for the purpose of providing the public with an opportunity to speak or present testimony or evidence regarding this Agreement and the proposed limited-purpose annexation, together with providing separate locations within City and District where copies of the proposed Agreement may be obtained prior to each hearing; and

WHEREAS, District's Board of Directors adopted and approved this Agreement on _____, 2022, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code; and

WHEREAS, following District's adoption and approval of this Agreement, City, by its City Council, adopted and approved this Agreement on _____, 2022, in open session at a meeting held in accordance with Chapter 551 of the Texas Government Code; and

WHEREAS, all notices, hearings, and other requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p) of the Act, this Agreement (1) does not require District to provide revenue to City solely for the purpose of an agreement with City to forgo annexation of any District Property, and (2) provides benefits to City and District, including revenue, services, and regulatory benefits, which are reasonable and equitable with regard to the benefits provided by the other party.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and District agree as follows:

Article I. Recitals

The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof as findings by both District and City for all purposes.

Article II. Adoption and Term of Agreement

2.1 **Public Hearings.** District and City acknowledge and agree that prior to the execution of this Agreement, the governing bodies of the District and the City conducted two joint public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement, and Chapter 551 of the Government Code.

2.2 Effective Date and Filing. Pursuant to Subsection (c) of the Act, this Agreement is effective on the date that the City adopts and approves this Agreement (“Effective Date”). City shall file this Agreement in the Real Property Records of Bowie County, Texas; provided, however, that the filing date of this Agreement shall not be construed as the Effective Date of this Agreement.

2.3 Term. This Agreement commences on the Effective Date and shall continue until the City annexes the entirety of Limited Purpose Property for full purposes or disannexes the entirety of Limited Purpose Property; and except as otherwise provided herein, this Agreement shall not apply to any portion of the Limited Purpose Property that has been fully annexed by City.

Article III. Scope of Agreement

3.1 District Continuity; Powers and Functions Retained by District. District shall continue in existence during the term of this Agreement and is authorized to exercise all of its powers and functions provided by existing law or any amendments or additions thereto as it pertains to the Limited Purpose Property. District’s assets, liabilities, indebtedness, and obligations will remain the responsibility of District. [See Act, subsection (f)(1).] This Agreement does not convert District into a “Limited District” as defined by law. [See Act, subsections (a)(3), (f)(6).]

3.2 District Consent: Limited-Purpose Annexation. District, on behalf of itself and all present and future landowners within the District, hereby requests that City annex any commercial property within the Limited Purpose Property (**Exhibit “B”** and **Exhibit “D”** of this Agreement) for the express limited purposes as set forth in this Agreement; District consents to such limited-purpose annexation; District further consents to noncontiguous annexation of such commercial property [see Act, subsection (r)]; and such consent shall bind District and all current and future landowners within the District. City may commence limited-purpose annexation of any commercial property within the Limited Purpose Property following the Effective Date. District acknowledges that City may adopt and approve one or more limited-purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code at various times throughout the Term of this Agreement; and District acknowledges and agrees that no additional notices, hearings, or other procedures are required by law in order for City to adopt and approve such limited-purpose annexations. District and City agree that limited-purpose annexation of any commercial property in and within the Limited Purpose Property pursuant to this Agreement shall not obligate the City to provide any municipal services to such property. Should City choose to annex any commercial property within the Limited Purpose Property for a limited-purpose annexation and thereby exercise any authority set out in this Agreement over such property, then from and after the date of such limited-purpose annexation, (i) such limited-purpose annexation and exercise of authority shall not be interpreted to bind City to the assumption or repayment of District debt, (ii) neither District nor any landowners of taxable property within the District are liable for any present or future City debts, (iii) current and future ad valorem taxes levied by City will not be levied on taxable property within the District; and (iv)

City may enact any ordinance not otherwise proscribed by law or this Agreement for zoning, health, safety, and use of such limited-purpose annexed property, including any ordinance authorized by Chapter 251 of the Texas Alcoholic Beverage Code.

3.3 Voting Rights: Limited-Purpose Annexation. District and City anticipate that the Limited Purpose Property will consist of commercial property. If, however, the Limited Purpose Property includes residential dwellings as part of a mixed-use development, then the qualified voters of an area annexed for limited purposes are entitled to vote in City municipal elections regarding the election or recall of members of the City Council and the amendment of the City's municipal charter. However, such voters may not vote in any municipal bond election; and a resident of an area annexed for limited purposes is not eligible to be a candidate for or to be elected to a City municipal office. [See Act, subsection (q), and Tex. Loc. Gov't Code §§ 43.130 (a) and (b).]

3.4 District Consent: Full-Purpose Annexation of U.S. Hwy. 59 Corridor to Kings Highway. District consents to full-purpose annexation of commercial property in and within the Limited Purpose Property generally along the U.S. Hwy. 59 corridor bordered to the west by Kings Highway and to the east by the City's territorial city limits ("Corridor") pursuant to the terms set forth in this section. [See Act, subsections (f)(4), (f)(5), and (h).] Specifically, the Corridor shall encompass (1) the commercial property only on the north side of the Corridor and abutting U.S. Hwy. 59, (2) the portion of the U.S. Hwy. 59 footprint within the Corridor, and (3) the right-of-way only on the south side of the Corridor. District further consents to noncontiguous annexation of such commercial property. [See Act, subsection (r).] District acknowledges that City may adopt and approve a full-purpose annexation ordinance for the Corridor at a meeting conducted in accordance with Chapter 551 of the Government Code; the date of City's approval and adoption of such ordinance shall be deemed the full-purpose annexation date of the Corridor; and District acknowledges and agrees that no additional notice, hearing, or other procedures are required by law in order for City to adopt and approve such full-purpose annexation. City may utilize, but is not required by this Agreement to utilize, other applicable annexation law for full-purpose annexation of the Corridor. Nothing in this Agreement shall be construed to require the City to submit to its City Council for approval or the City Council to approve full-purpose annexation of any or all of the Corridor. In the event of full-purpose annexation of any or all of the Corridor, City and District shall work cooperatively to obtain updated Certificates of Convenience and Necessity from the Texas Commission on Environmental Quality consistent with full-purpose annexation of the Corridor. **Exhibit "C"** to this Agreement sets out the Statement of Work for implementing full-purpose annexation of the Corridor. The parties shall execute respective bills of sale for any and all assets conveyed for implementation of full-purpose annexation of the Corridor. Upon full-purpose annexation of the Corridor:

(a) In exchange for City acquisition of water customers and respective water revenues from full-purpose annexation of the Corridor, City shall transfer the account of the Liberty-Eylau Middle School and associated respective water revenues to District together with relocating master meters at the respective locations at City's cost;

(b) City will be required to install sewer flow meters at two lift stations which currently have non-operational flow meters, and District will be required to install flow meters at other lift stations in its system; and

(c) District will transfer to City ownership the existing three-inch force main within the right-of-way on the south side of the Corridor that City currently maintains for District.

3.5 District Consent: Full-Purpose Annexation of Certain Terry St. / S. Bishop Rd. Acreage. District consents to full-purpose annexation of commercial property in and within the Limited Purpose Property as detailed in Exhibit “D”, generally bordered to the north in part by Terry St. and to the east by S. Bishop Rd. (“Terry/Bishop Tracts”) pursuant to the terms set forth in this section. [See Act, subsections (f)(4), (f)(5), and (h).] District further consents to noncontiguous annexation of such property. [See Act, subsection (r).] District represents that it cannot provide either water or sewer service to the Terry/Bishop Tracts. District acknowledges that City may adopt and approve a full-purpose annexation ordinance for one or more of the Terry/Bishop Tracts at a meeting or meetings conducted in accordance with Chapter 551 of the Government Code; the date of City’s approval and adoption of such respective ordinance for one or more of such tracts shall be deemed the full-purpose annexation date of the respective Terry/Bishop Tracts; and District acknowledges and agrees that no additional notice, hearing, or other procedures are required by law in order for City to adopt and approve such full-purpose annexation. City may utilize, but is not required by this Agreement to utilize, other applicable annexation law for full-purpose annexation of the Terry/Bishop Tracts. Nothing in this Agreement shall be construed to require the City to submit to its City Council for approval or the City Council to approve full-purpose annexation of any or all of the Terry/Bishop Tracts. In the event of full-purpose annexation of any or all of the Terry/Bishop Tracts, City and District shall work cooperatively to obtain updated Certificates of Convenience and Necessity from the Texas Commission on Environmental Quality consistent with such full-purpose annexation.

3.6 Other Full-Purpose Annexation. Except as provided in Sections 3.4 and 3.5 of this Agreement, City and District must supplement this Agreement in the event of full-purpose annexation of other commercial property in and within the Limited Purpose Property pursuant to the terms set forth in this section. [See Act, subsections (f)(4), (f)(5), and (h).] District consents to noncontiguous annexation of such commercial property. [See Act, subsection (r).] City may, but is not required by this Agreement to utilize, other applicable annexation law for full-purpose annexation of other commercial property in and within the Limited Purpose Property; and supplementation of this Agreement shall not be a requirement for City to utilize such other applicable annexation law for full-purpose annexation of other commercial property in and within the Limited Purpose Property.

3.7 Request for Annexation. In the event a person requests City annexation of property wholly within the District and City’s ETJ but not designated as Limited Purpose Property in this Agreement, and District’s General Manager confirms to the City Manager that the District cannot provide water or sewer service to such property, then representatives of City and District shall

meet and confer to evaluate and respond to the request as may be deemed to be in the best interests of the District and the City.

Article IV. Breach, Notice, and Remedies

4.1 **Notification of Breach.** If either party commits a breach of this Agreement, the non-breaching party shall give Notice to the breaching party that described the breach in reasonable detail.

4.2 **Cure of Breach.** The breaching party shall commence curing such breach within fourteen (14) calendar days after receipt of Notice of the breach and shall complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonable susceptible to cure by the breaching party within such fourteen (14) day period, the non-breaching party shall not bring any action so long as the breaching party has commenced to cure the breach within such fourteen (14) day period and diligently completes the cure within a reasonable time without unreasonable cessation.

4.3 **Remedies for Breach.** If the breaching party does not substantially cure such breach within the stated period of time, the non-breaching party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, seek relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, specific performance, mandamus and injunctive relief; provided, however, the non-breaching party shall not be entitled to terminate this Agreement. Damages, if any, to which any non-breaching party may be entitled shall be limited to actual damages and shall not include special or consequential damages.

Article V. Additional Provisions

5.1 **Notices.** All notices under this Agreement (“Notice”) shall be in writing, shall be signed by or on behalf of the party giving the Notice, and shall become effective as follows: (a) on the third (3rd) business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile; (b) on the day delivered by private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in persona and delivery by regular mail. All Notices given pursuant to this section shall be addressed as follows:

To City:

City of Texarkana, Texas
Attn: City Manager
220 Texas Boulevard
Texarkana, TX 75501

With copy to:

Atchley, Russell, Waldrop & Hlavinka, L.L.P.
Attn: Jeffery C. Lewis
1730 Galleria Oaks Dr.
Texarkana, TX 75503

To District:

Macedonia-Eylau Municipal Utility
District No. 1 of Bowie County
Attn: General Manager
701 S Kings Hwy
Texarkana, TX 75501

With copy to:

Miller, James, Miller & Hornsby, L.L.P.
Attn: Troy Hornsby
1725 Galleria Oaks Drive
Texarkana, Texas 75503

5.2 No Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement shall not be deemed a waiver thereof, and the party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement. No provision of this Agreement may be waived except in writing signed by the party waiving such provision. Any waiver shall be limited to the specific purpose for which it is given. No waiver by any party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

5.3 Governing Law and Venue. This Agreement must be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Bowie County, Texas, and hereby submit to the jurisdiction of the courts of Bowie County, Texas, and agree that any such court with proper jurisdiction shall be a proper forum for the determination of any dispute arising hereunder.

5.4 Authority to Execute. City warrants that this Agreement has been approved by the City Council in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of City has been authorized to do so. District warrants that this Agreement has been approved by the Board in accordance with all applicable public meeting and public notice requirements (including, but not limited to, notices required by the Open Meetings Act) and the individual executing this Agreement on behalf of District has been authorized to do so.

5.5 Entire Agreement; Severability. City and District have other agreements in effect pertaining to water and wastewater, and this Agreement shall not be construed as amending those agreements in any manner. With respect to matters authorized by law under the Act, this

Agreement constitutes the entire agreement between City and District and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of City and District; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of City and District.

5.6 Changes in State or Federal Law. If any state or federal law changes so as to make it impossible for the City or the District to perform its obligations under this Agreement, the Parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement and legally possible.

5.7 Assignability; Successors and Assigns. This Agreement shall not be assignable by any party without the other party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors and assigns.

5.8 Amendment. This Agreement may be amended only by written agreement with approval of the governing bodies of both the City and the District.

5.9 Interpretation. City and District acknowledge that each party and its legal counsel have reviewed and drafted this Agreement such that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

5.10 No Third-Party Beneficiaries. This Agreement is solely for the benefit of City and District. Neither City nor District intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than City and District.

5.11 Governmental Powers. By execution of this Agreement, neither City nor District waives or surrenders any of its respective governmental functions, powers, immunities, or rights. Nothing in this Agreement shall waive any claims, defenses or immunities that City or District has with respect to suits against City or District by persons or entities not a party to this Agreement.

5.12 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

- Exhibit "A" Coverage Map of District
- Exhibit "B" Map of Limited Purpose Property
- Exhibit "C" Statement of Work to Implement Full-Purpose Annexation of Corridor
- Exhibit "D" Map of Limited Purpose Property ("Terry/Bishop Tracts")

Macedonia-Eylau Municipal Utility District No. 1 of Bowie County

By: _____ Date: _____, 2022

Keith Griffie
General Manager

City of Texarkana, Texas

By: _____ Date: _____, 2022

David W. Orr, Ph.D.
City Manager

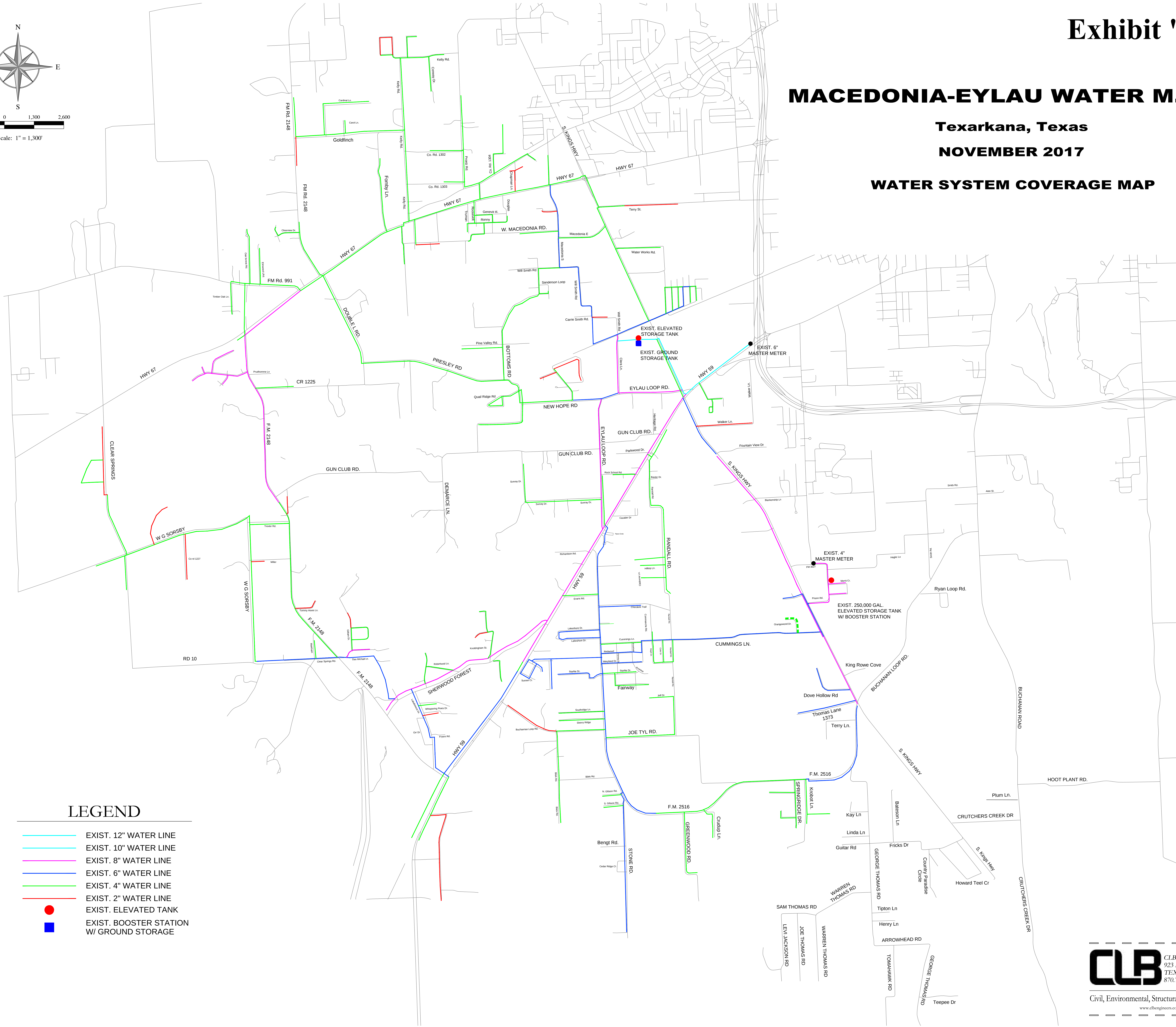
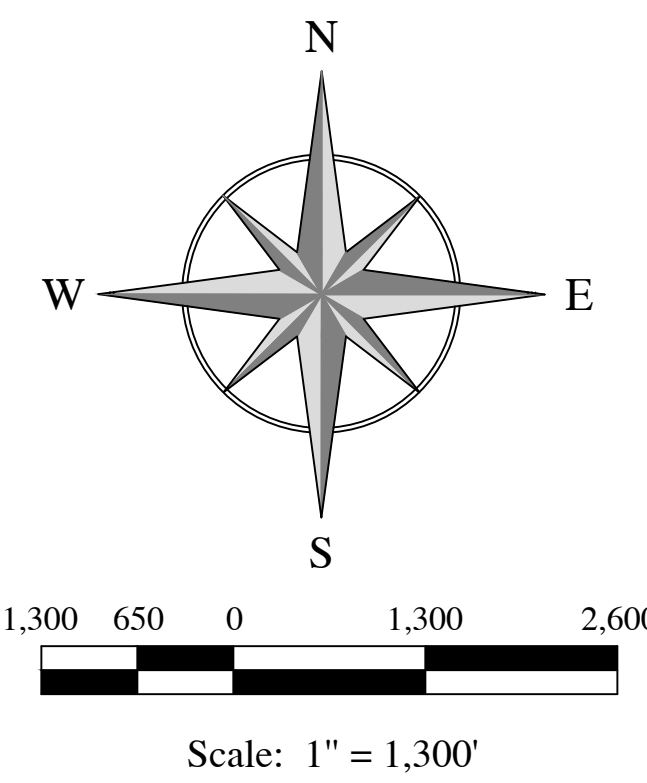
Exhibit "A"

MACEDONIA-EYLAU WATER M.U.D.

Texarkana, Texas

NOVEMBER 2017

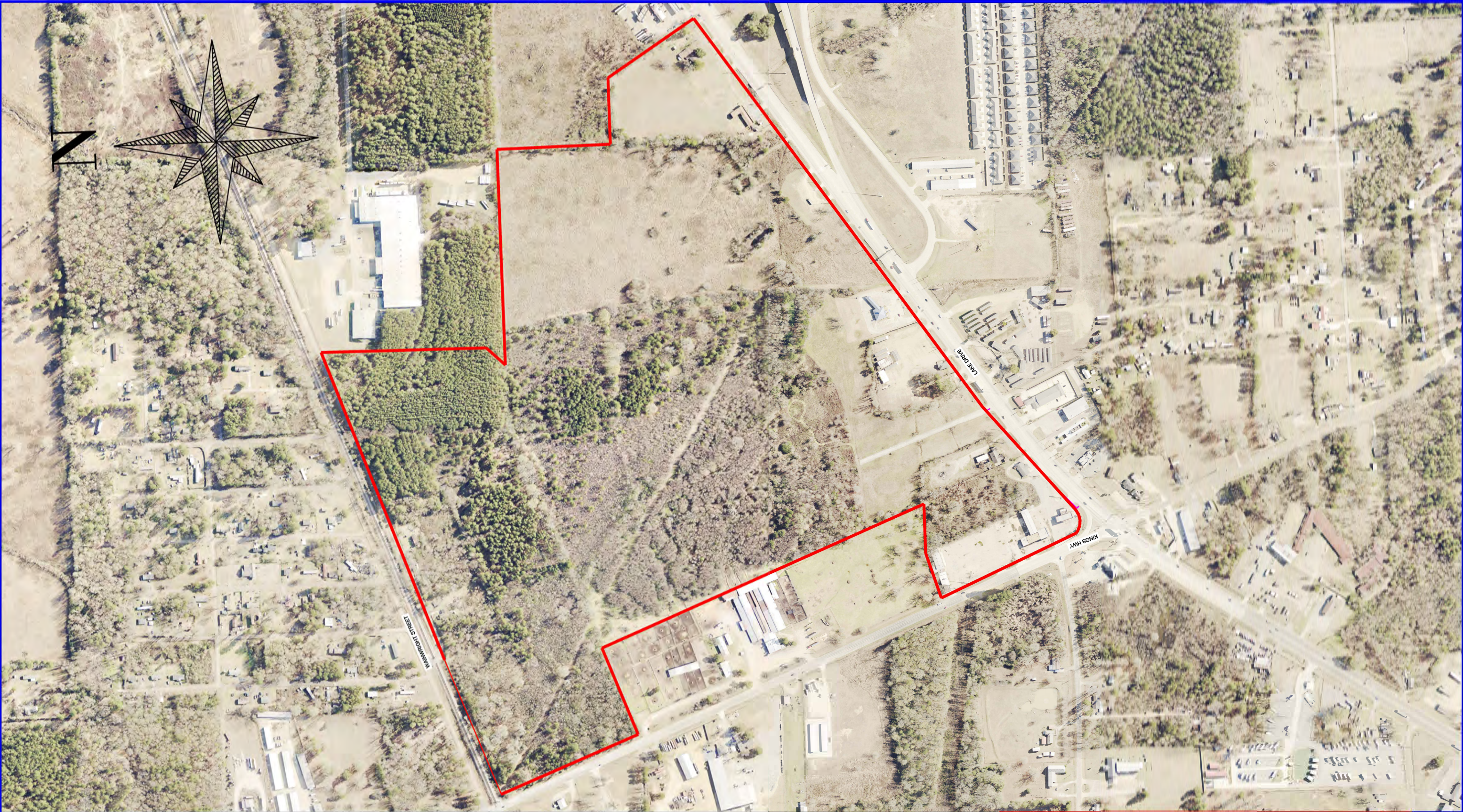
WATER SYSTEM COVERAGE MAP



LEGEND

- EXIST. 12" WATER LINE
- EXIST. 10" WATER LINE
- EXIST. 8" WATER LINE
- EXIST. 6" WATER LINE
- EXIST. 4" WATER LINE
- EXIST. 2" WATER LINE
- EXIST. ELEVATED TANK
- EXIST. BOOSTER STATION W/ GROUND STORAGE

CLB CLB ENGINEERS, INC.
923 HICKORY STREET
TEXARKANA, AR 71854
870.772.6934
Civil, Environmental, Structural & Design / Build
www.clbengineers.com



				SHEET NO.
REVISION	DATE	DESCRIPTION	BY	C2



TWU
801 WOOD STREET
TEXARKANA, TEXAS 75501
(903) 798-3829

ANNEXATION PROPOSAL

PLAN VIEW

Scale: NA Date: 5/3/2022

Dsn. By: G.L.S. Dwn. By: M.W.L. Ckd. By: G.L.S.

Packet Pg. 14

EXHIBIT “C”

Statement of Work to Implement Full-Purpose Annexation of Corridor

City and District set out their Statement of Work (“SOW”) to implement Section 3.4 of the Agreement and full-purpose annexation of the Corridor as described in the Agreement.

Cost estimates and detail maps for certain aspects of this SOW are attached to this exhibit; estimates are preliminary and may not reflect actual costs.

City delegates to its City Manager, and District delegates to its General Manager, the authority to agree to written change orders or modifications to this SOW consistent with the intent of the parties as set out in the Agreement, including revisions of cost estimates to reflect actual costs; and such change orders or modifications, upon execution, shall be appended to this exhibit.

Except as otherwise stated herein, this Statement of Work is conditioned upon the City, through its City Council, approving full-purpose annexation of any or all of the Corridor.

I. Wastewater/Sewer

A. A commercial business has made inquiry to both District and City for a proposed commercial development within the Corridor on the northeast corner of Kings Highway and US Hwy 59 (“the Prospect”). District intends to convey to City the lift station on US Hwy 59 and the associated eight-inch (8”) force main, located on the North side of US Hwy 59 and just to the east of the proposed commercial development (the proposed development would gravity flow into this lift station). City intends to install a flow meter on this lift station: when the City reads the meter, the usage of the Prospect (based on the water meter readings of the Prospect) will be deducted, and the difference would calculate the District’s flow going into this lift station; District will be responsible for the cost of its flow. Prior to full-purpose annexation of the Corridor, City and District will work to secure the following information: customer usage and flow into the lift station, including dry weather flow and wet weather flow; the demands on the lift station with regard to the Prospect and existing customers within the Corridor to the east of the proposed development; whether the proposed commercial development or other factors relating to the Prospect’s anticipated use may require a new lift station for existing and proposed customers; if a new lift station is required, the fair market value of the cost of the lift station attributable to the Prospect or other factors, and the equitable allocation of costs as between City and District.

B. City intends to install a flow meter on the lift station located in the southwest quadrant of the intersection of US Hwy 67 and Kings Highway.

C. City and District intend to re-route the Golden Rule force main to connect to the District’s manhole (which flows into the lift station described in subsection A, above) located on the south side of US Hwy 59. Prior to full-purpose annexation of the Corridor, City and District

[Type here]

will work collaboratively on the installation of a meter on the lift station that serves the duplex subdivision located on the south side of US Hwy 59 just west of Loop 151, operation and ownership of the lift station after full-purpose annexation, and the equitable allocation of costs as between City and District.

II. Treated Water

A. City intends to relocate District's existing six-inch (6") master meter (located at the northwest quadrant of the intersection of US Hwy 59 and Loop 151) to the northeast quadrant of the intersection of US Hwy 59 and Kings Highway.

B. City intends to run a new six-inch (6") water main, beginning just west of the new master meter location, on the north side of Hwy 59, connecting to the existing four-inch (4") water main at Golden Rule (and City will decommission Golden Rule's existing connection to the existing twelve-inch (12") water main located on the north side of US Hwy 59), which will put the Golden Rule area on the downstream side of the new master meter location; and City intends to add an additional water line of approximately 750 feet to connect the 12" water line that serves the duplex subdivisions.

C. City intends to relocate District's existing four-inch (4") master meter (located at the intersection of Leopard Drive and Stipp Lane) to just north of Liberty Eylau's Middle School's northern-most water meter located on Leopard Drive. This will facilitate the transfer of the school's customer account as set out in the Agreement.

INSTALLATION OF SEWER METERS					
PRELIMINARY COST ESTIMATE - MAY 15, 2022 REVISED JUNE 23, 2022					
Item No.	Description	Unit	Bid Quantity	Unit Price	Total Bid
1	Mobilization, Bonds, & Submittals	EA	1	\$5,000.00	\$5,000.00
2	Mag Meter	EA	3	\$3,506.00	\$10,518.00
3	Signal Converter	EA	3	\$1,642.00	\$4,926.00
4	Vault	EA	3	\$8,500.00	\$25,500.00
5	Installation of Vault, Meter, & Controls	EA	3	\$5,000.00	\$15,000.00
6	Remote Monitoring System	EA	3	\$15,000.00	\$45,000.00
7	8" Sewer Pipe	LF	120	\$50.00	\$6,000.00
8	Electrical Power to Site	EA	3	\$7,000.00	\$21,000.00
9	Equipment Electrical Connections	EA	3	\$1,500.00	\$4,500.00
10	Fencing	LF	75	\$30.00	\$2,250.00
11	Gate	EA	3	\$250.00	\$750.00
12	Miscellaneous	LS	1	\$7,500.00	\$7,500.00
13	3" Force Main & Connection	LF	200	\$20.00	\$4,000.00
17	Cut, Plug, & Abandon 3" Force Main	EA	1	\$1,000.00	\$1,000.00
20	Trench Protection	LS	1	\$3,000.00	\$3,000.00
21	Cellulose Fiber Mulch Seeding	LS	1	\$2,000.00	\$2,000.00
22	Golden Rule 3" FM by Open Cut	LF	210	\$20.00	\$4,200.00
23	Golden Rule 3" FM by Bore	LF	20	\$50.00	\$1,000.00
24	3" Force Main Connection to Exist. MH	EA	1	\$1,500.00	\$1,500.00
25	Remove & Replace Concrete	SY	70	\$400.00	\$28,000.00
	SUB-TOTAL				\$192,644.00
	15% CONTINGENCIES				\$28,896.60
	SUB-TOTAL				\$221,540.60
	ENGINEERING				\$22,154.06
	TOTAL				\$243,694.66

RELOCATE 6" & 4" MASTER METERS					
PRELIMINARY COST ESTIMATE - MAY 2, 2022 REVISED JUNE 23, 2022					
Item No.	Description	Unit	Bid Quantity	Unit Price	Total Bid
1	Mobilization, Bonds, & Submittals	LS	1	\$5,000.00	\$5,000.00
2	6" Master Meter & Vault	LS	1	\$65,000.00	\$65,000.00
3	12" x 6" Tapping Sleeve & Valve	EA	2	\$5,000.00	\$10,000.00
4	12" Stop Valve	EA	2	\$10,000.00	\$20,000.00
5	Cut, Plug, & Abandon 12"	EA	2	\$2,500.00	\$5,000.00
6	Miscellaneous Piping	LS	1	\$5,000.00	\$5,000.00
7	Remove Exist. 6" Meter & Install Pipe	LS	1	\$2,500.00	\$2,500.00
8	Remove & Replace Existing Pavement	SY	45	\$400.00	\$18,000.00
9	6" PVC C-900 Water Pipe by Open Cut	LF	1000	\$45.00	\$45,000.00
10	6" Certa-Lok C-900 Water Pipe by Bore	LF	460	\$120.00	\$55,200.00
11	6" x 6" Tapping Sleeve & Valve	EA	1	\$4,000.00	\$4,000.00
12	Cut, Plug, & Abandon 6"	EA	1	\$2,500.00	\$2,500.00
13	12" x 6" Tapping Sleeve & Valve	EA	1	\$5,000.00	\$5,000.00
14	6" x 4" Tapping Sleeve & Valve	EA	1	\$3,000.00	\$3,000.00
15	Cut, Plug, & Abandon 4"	EA	2	\$2,000.00	\$4,000.00
16	4" Master Meter & Vault	LS	1	\$45,000.00	\$45,000.00
17	10" x 4" Tapping Sleeve & Valve	EA	2	\$3,500.00	\$7,000.00
18	10" Stop Valve	EA	2	\$10,000.00	\$20,000.00
19	Cut, Plug, & Abandon 10"	EA	2	\$2,500.00	\$5,000.00
20	Miscellaneous Piping	LS	1	\$4,000.00	\$4,000.00
21	Remove Exist. 4" Meter & Install Pipe	LS	1	\$2,500.00	\$2,500.00
22	Trench Protection	LS	1	\$3,500.00	\$3,500.00
23	Cellulose Fiber Mulch Seeding	LS	1	\$4,000.00	\$4,000.00
24	Silt Fence	LF	490	\$6.50	\$3,185.00
	SUB-TOTAL				\$343,385.00
	15% CONTINGENCIES				\$51,507.75
	SUB-TOTAL				\$394,892.75
	ENGINEERING				\$39,489.28
	TOTAL				\$434,382.03



			SHEET NO.
REVISION	DATE	DESCRIPTION	BY
			C2

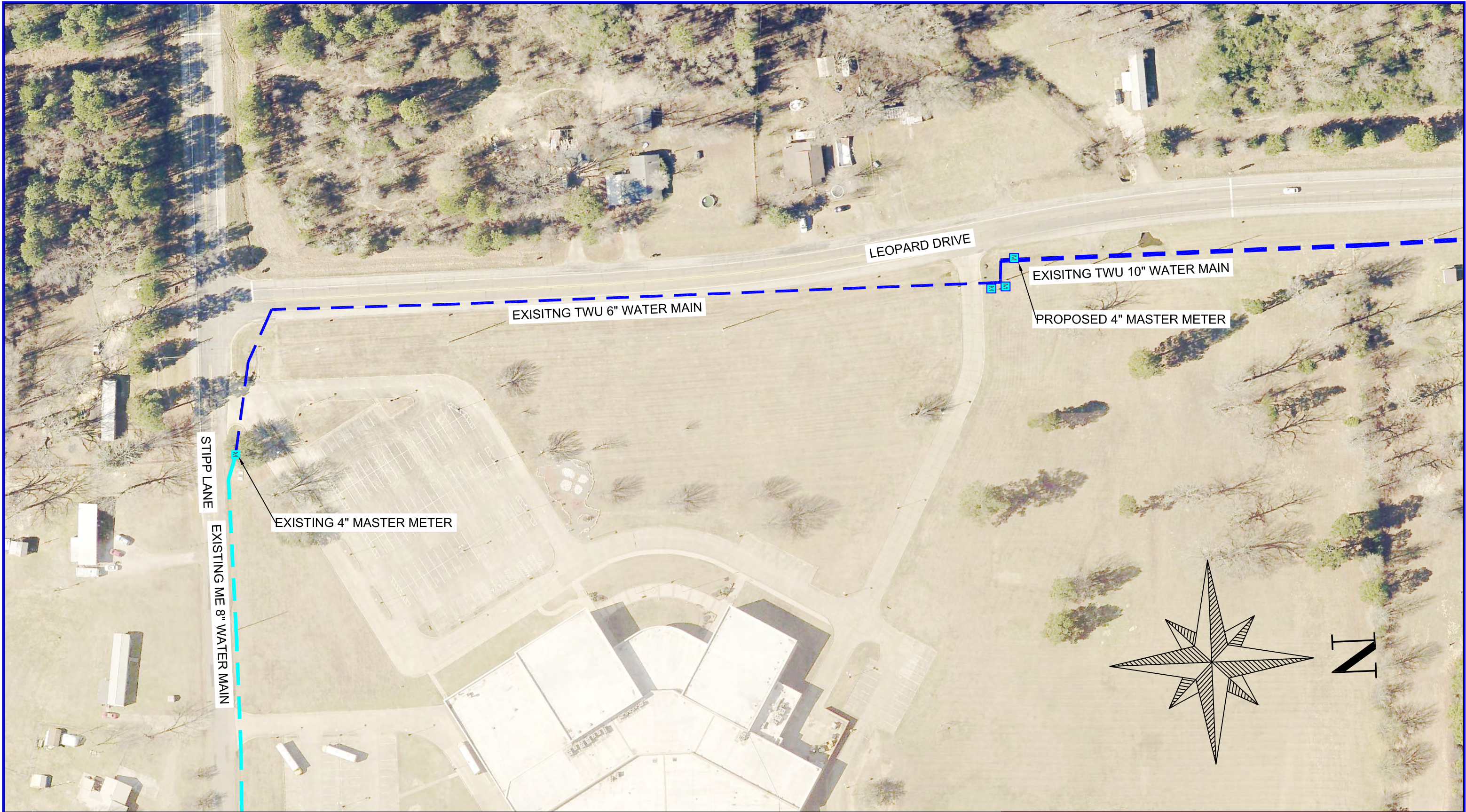


TWU
801 WOOD STREET
TEXARKANA, TEXAS 75501
(903) 798-3829

MASTER METER RELOCATION
LAKE DRIVE
PLAN VIEW

Scale: 1"=300' Date: 5/3/2022
Dsn. By: G.L.S. Dwn. By: M.W.L. Ckd. By: G.L.S.

Packet Pg. 19



			SHEET NO.
			C1
REVISION	DATE	DESCRIPTION	BY
 TWU 801 WOOD STREET TEXARKANA, TEXAS 75501 (903) 798-3829			
MASTER METER RELOCATION LEOPARD DRIVE PLAN VIEW			
Scale: 1=100		Date: 5/3/2022	
Dsn. By: G.L.S.	Dwn. By: M.W.L.	Ckd. By: G.L.S.	



			SHEET NO.
			C2
REVISION	DATE	DESCRIPTION	BY
 TWU 801 WOOD STREET TEXARKANA, TEXAS 75501 (903) 798-3829 MASTER METER RELOCATION LAKE DRIVE PLAN VIEW Scale: 1=300 Date: 5/3/2022 Dsn. By: G.L.S. Dwn. By: M.W.L. Ckd. By: G.L.S.			

Packet Pg. 21

Exhibit "D"

