



City Council Meeting Agenda

5:30 p.m.

June 28, 2018

300 West Cotton Street

Jo Ann Metcalf Municipal Building

City Hall Council Chamber

- I. Call to Order**
- II. Invocation**
- III. Pledge of Allegiance**
- IV. Employee Recognition**
- V. Community Recognition**
- VI. Citizen Comment**
- VII. Public Safety Update**
 - A. Police
 - B. Fire
- VIII. Consent Agenda**
 - A. Consider a Resolution awarding a contract to and authorizing and directing the Acting City Manager or the Acting City Manager's designee to execute any necessary documents with Dependable Janitorial Services for janitorial services for the Public Library – Jennifer Eldridge, Library Director. [Pages 3-8](#)
 - B. Consider a Resolution authorizing the Acting City Manager or his designee to execute any documents necessary between the City of Longview and G. Manning Services Inc., for the performance of right-of-way acquisition services as necessary for the construction of various planned projects – Rolin McPhee, P. E., Director of Public Works. [Pages 9-12](#)

- C. Consider a Resolution awarding a contract to and authorizing and directing the Acting City Manager or the Acting City Manager's designee to execute any necessary documents with Matheson Tri-Gas for Liquid Oxygen for use at the City of Longview's Water Treatment Plant – Rolin McPhee, P. E., Director of Public Works. [Pages 13-18](#)
- D. Consider a Resolution awarding a contract to and authorizing and directing the Acting City Manager or the Acting City Manager's designee to execute any necessary documents with Affinity Chemical, LLC. for Aluminum Sulfate for use at the City of Longview's Water Treatment Plant – Rolin McPhee- Public Works Director. [Pages 19-22](#)
- E. Consider a Resolution committing the City to perform a traffic signal improvement project and authorizing the Acting City Manager or his designee to enter into an Advance Funding Agreement for Voluntary Local Government Contribution Participation with Texas Department of Transportation (TxDOT) - Rolin McPhee, P.E., Director of Public Works. [Pages 23-26](#)
- F. Consider a Resolution authorizing a license agreement between the City of Longview and Troop 201 Alumni Foundation relating to the operation, maintenance and programming of the Log Scout Cabin in Teague Park – Scott Caron, Director of Parks and Recreation. [Pages 27-41](#)

IX. Items of Community Interest

X. Executive Session Item

Personnel Matters – Under Texas Government Code Section 551.074

Consider, discuss and deliberate the appointment, employment, duties and succession plan for the office of the City Manager.

City Council will reconvene in public session for action on the above item discussed in executive session.

Consider a Resolution appointing a City Manager and authorizing the Mayor to execute an employment contract with the City Manager.

XI. Adjourn

Any final action, decision, or vote on a matter deliberated in a closed meeting will only be taken in an open meeting that is held in compliance with Texas Government Code, Chapter 551. The City Council reserves the right to adjourn into a closed meeting or executive session as authorized by Texas Government Code, Sections 551.001, et seq. (the Texas Open Meetings Act) on any item on its open meeting agenda in accordance with the Texas Open Meetings Act, including, without limitation Sections 551.071-551.088 of the Texas Open Meetings Act. In addition, the City Council may consider a vote to excuse the absence of any City Council Member for absence from this meeting or for absence from any previous City Council meeting.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aid or services are requested to contact the City Secretary's Office at 903.237.1080 at least two days before this meeting so that appropriate arrangements can be made. Para ayuda en español, por favor llame al 903.237.1000.

JANITORIAL SERVICES-LIBRARY

DESCRIPTION: This item would allow a contract for janitorial services for various the public Library.

The City issued a bid for janitorial services for the Longview Public Library. The bid was advertised in the Longview News Journal as required by law and posted on the city website. On May 23, 2018 ten (10) bids were on file and opened.

The bids received were:

Sanchez Janitorial, Longview, TX - \$21,840.00
Dependable Janitorial, Longview, TX-\$25,181.52
Office Pride, Longview, TX-\$27,409.20
DNC Cleaning, Inc., Carthage, TX - \$28,704.00
Smallwood Services, Longview, Tx-\$29,281.20
Jani-King, Longview, TX-\$30,154.80
Renke Building Maintenance,Bossier City, LA-\$39,542.40
His Handiworks, LLC, Tyler, TX-\$44,116.80
Service Master Professional, Tyler, TX-\$44,718.96
Olga at Your Service, Longview, TX-\$62,400.00
Cato Janitorial Services, Grand Prairie, TX-\$70,200.00

The City has worked with Sanchez Janitorial in the past. Sanchez Janitorial was a subcontractor for Commerical Building Maintenance, which was the awarded contractor for janitorial services for the City 2009-2013. Public Works department had problems with the level of service that Sanchez Janitorial provided. Operations and Maintenance department had problems with the level of service being provided by Sanchez Janitorial. City staff had several meetings and many emails discussing the problems with Sanchez Janitorial and continued to have issues with the level of service. The buildings were not being cleaned according to the contract. Sanchez Janitorial was given notice of the problems and they did not resolved the issues to the satisfaction of either the Public Works department or the Operations and Maintenance department. Therefore, we recommend that council reject the low bid of Sanchez Janitorial Service and award the bid to the next lowest bidder that provides the best value to the City. The next lowest bid is from Dependable Janitorial Services of Longview, Texas.

RECOMMENDED ACTION: Approval of the resolution rejecting the bid of Sanchez

Janitorial Service for poor past performance with the City. Accepting the bid of Dependable Janitorial Service for janitorial services Bid # 1718-17 Janitorial Services.

SOURCE OF FUNDS:

Longview Public Library

STAFF CONTACTS:

Jennifer Eldridge, Library Director
903-237-1340
jeldridge@longviewtexas.gov

Laura Hill, Director of Community Services
903-237-1392
lhill@longviewtexas.gov

COUNCIL DATE:

June 28, 2018

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, REJECTING THE BID OF SANCHEZ JANITORIAL SERVICE OF LONGVIEW, TEXAS, FOR JANITORIAL SERVICES; ACCEPTING THE BID OF DEPENDABLE JANITORIAL SERVICES OF LONGVIEW, TEXAS, FOR SAID JANITORIAL SERVICES; AUTHORIZING AND DIRECTING THE ACTING CITY MANAGER, OR THE ACTING CITY MANAGER'S DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY BETWEEN THE CITY OF LONGVIEW AND DEPENDABLE JANITORIAL SERVICES OF LONGVIEW, TEXAS, FOR SAID JANITORIAL SERVICES; AUTHORIZING THE RENEWAL OF SAID CONTRACT AT THE ACTING CITY MANAGER'S DISCRETION FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, PROVIDED THAT THE TOTAL AMOUNT SPENT UNDER SAID CONTRACT IN ANY FUTURE BUDGET YEAR SHALL NOT EXCEED FUNDS BUDGETED FOR SAME IN SAID BUDGET YEAR; DETERMINING THAT THE CITY COMPLIED WITH ALL APPLICABLE COMPETITIVE PURCHASING REQUIREMENTS IN SOLICITING, RECEIVING, AND ACCEPTING SAID BID; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Longview issued and advertised an invitation to bid for janitorial services for the Library; and,

WHEREAS, said invitation to bid states that the City will award the contract to the lowest responsible bidder or to the bidder who provides goods or services at the best value to the City; and,

WHEREAS, Sanchez Janitorial Service of Longview, Texas, submitted the lowest bid for said janitorial services; and,

WHEREAS, the City Council finds and determines that, based on the criteria set forth in Section 252.043(b) of the Texas Local Government Code and published in the aforesaid invitation to bid (including, without limitation, Sanchez Janitorial Service's past relationship with the City of Longview and the quality of the services provided by Sanchez Janitorial Service), the bid submitted by Sanchez Janitorial Service of Longview, Texas, does not provide janitorial services at the best value for the City of Longview; and,

WHEREAS, the City Council finds and determines that, based on the criteria set forth in Section 252.043(b) of the Texas Local Government Code and published in the aforesaid invitation to bid, the bid submitted by Dependable Janitorial Services of Longview, Texas, provides janitorial services at the best value for the City of Longview; and,

WHEREAS, funding for the contract authorized herein will be provided from budgeted funds for the corresponding budget year; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS:

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. That the bid submitted by Sanchez Janitorial Service of Longview, Texas, does not provide the janitorial services described in this resolution at the best value for the City of Longview and, therefore, is hereby rejected.

Section 3. That the bid submitted by Dependable Janitorial Services of Longview, Texas, provides the janitorial services described in this resolution at the best

value for the City of Longview.

Section 4. That the City of Longview hereby accepts the aforementioned bid from Dependable Janitorial Services of Longview, Texas.

Section 5. That the total amount of the contract for janitorial services to be provided by Dependable Janitorial Services of Longview, Texas, in the current fiscal year shall not exceed funds budgeted for same.

Section 6. That the Acting City Manager, the Acting City Manager's designee and/or other official of the City of Longview as shall be required, are hereby authorized and directed to execute any and all contracts and other documents, as approved by the City Attorney's Office, incident to the acceptance on behalf of the City of Longview of the aforesaid bid from Dependable Janitorial Services for the janitorial services described herein.

Section 7. That the Acting City Manager, the Acting City Manager's designee or other official of the City of Longview as shall be required, is hereby authorized to renew said contract at the Acting City Manager's discretion for up to four additional one-year terms, provided that the total amount spent under said contract for any one renewal term shall not exceed funds budgeted for said contract in the concurrent budget year.

Section 8. That the process by which the aforementioned bid was solicited, received, and accepted in all things complied with the applicable purchasing requirements of state and federal law, including but not limited to the requirements of Chapter 252 of the Texas Local Government Code.

Section 9. That the meeting at which this resolution was approved was in

all things conducted in strict compliance with Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 10. That this resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this 28th day of June, 2018.

Dr. Andy Mack
Mayor

ATTEST:

Angie Shepard
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R BID JANITORIAL SERVICES-LIBRARY 6-28-18

RIGHT-OF-WAY ACQUISITION SERVICES - CONTRACT AUTHORIZATION

DESCRIPTION: Consider a resolution authorizing the Acting City Manager or the Acting City Manager's designee to execute any documents necessary between the City of Longview and G. Manning Services Inc., for the performance of right-of-way acquisition services as necessary for the construction of various planned projects. Outside contractors are used for larger bond projects or when the City has a large number of right-of-way projects to complete in a timely manner. The current contracted consultant, Irv Nelson and Associates, who was hired well over 10 years ago, has gone inactive. G. Manning Services Inc. is a local contractor selected through the RFQ process and is familiar with the City of Longview and the scope of work desired by the City.

RECOMMENDED ACTION: Passage of Resolution

SOURCE OF FUNDS: Capital Improvements Fund

STAFF CONTACT: Rolin McPhee, P. E., Director of Public Works
903-237-1336
rmcphee@LongviewTexas.gov

COUNCIL DATE: June 28, 2018

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, AUTHORIZING THE ACTING CITY MANAGER OR THE ACTING CITY MANAGER'S DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY BETWEEN THE CITY OF LONGVIEW AND G. MANNING SERVICES, INC., FOR RIGHT-OF-WAY ACQUISITION SERVICES AS NECESSARY FOR THE CONSTRUCTION OF VARIOUS PLANNED PROJECTS; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Longview (the "City") desires to engage a qualified and experienced firm to provide right-of-way acquisition services as necessary to construct the City's planned projects; and,

WHEREAS, the City Council finds and determines that the aforesaid right-of-way acquisition services constitute professional and planning services within the meaning of §252.022 (a) (4) of the Texas Local Government Code; and,

WHEREAS, the City Council finds and determines that said right-of-way acquisition services are not subject to the requirements of Chapter 2254 of the Texas Government Code; and,

WHEREAS, the City of Longview received Statements of Qualifications and Proposals from rights-of-way acquisition firms on May 2, 2018; and,

WHEREAS, four firms submitted Statements of Qualifications and Proposals; and,

WHEREAS, all submissions were evaluated for compliance with

instructions, quality control procedures, qualifications, experience with similar projects, availability, and understanding the scope of services; and,

WHEREAS, the proposal submitted by G. Manning Services, Inc., for providing right-of-way acquisition services as necessary to construct the City's planned projects is recommended for approval; and,

WHEREAS, funding for these services is provided from the Capital Improvements Fund; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS:

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. That, based on the submissions received by the City in response to the City's request for Statements of Qualifications and Proposals for providing right-of-way acquisition services as necessary to construct the City's planned projects, G. Manning Services, Inc., is the most highly qualified provider of those services on the basis of demonstrated competence and qualifications.

Section 3. That the Acting City Manager or the Acting City Manager's designee and any other official of the City as shall be required are hereby authorized and directed to negotiate and execute any and all contracts and other documents, as approved by the City Attorney's Office, incident to a professional services agreement between the City of Longview, Texas, and G. Manning Services, Inc., to provide right-of-way acquisition services.

Section 4. That the total amount to be paid by the City of Longview in any

single fiscal year pursuant to any agreement(s) authorized by this resolution shall not exceed funds budgeted for same in said fiscal year.

Section 5. That the meeting at which this resolution was approved was conducted in strict compliance with the Texas Open Meetings Act (Texas Government Code Chapter 551).

Section 6. That this resolution shall be effective immediately from and after its date of passage.

PASSED AND APPROVED this 28th day of June, 2018.

Dr. Andy Mack
Mayor

ATTEST:

Angie Shepard
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R PW ROW ACQUISITION SERVICES 6-28-18

LIQUID OXYGEN-BID

DESCRIPTION:	<p>This item is for an annual agreement for liquid oxygen for the City of Longview's Water Treatment Plant. In this agreement liquid oxygen will be ordered on an as needed basis. The Water Treatment Plan estimates needing approximately 11,500,000 SCF annually.</p> <p>Liquid Oxygen bid documents were mailed and emailed to liquid oxygen vendors and posted on the City of Longview website. Bids were advertised in the local newspaper as required by law. On May 17, 2018 three bids were on file.</p> <p>The bids are as follows: Praxair, Inc.-\$.4539/100 SCF Airgas USA, LLC-\$.47/100 SCF Matheson Tri-Gas of Tyler, TX - \$.47/100 SCF</p> <p>Praxair submitted the lowest bid, however, the bid submitted was not compliant with published specifications. Airgas and Matheson Tri-Gas submitted the same pricing, however, Airgas product did not meet published specifications. City staff recommends awarding the Liquid Oxygen Bid to Matheson Tri-Gas. Their bid was complaint and met all published specifications.</p>
RECOMMENDED ACTION:	Approval of the Resolution awarding Matheson Tri-Gas the Liquid Oxygen Bid #1718-22.
SOURCE OF FUNDS:	010-074-000-2390 , Chemicals, Water and Sewer Fund
STAFF CONTACTS:	Jaye Latch,Purchasing Manager 903-237-1324 jlatch@longviewtexas.gov Rolin McPhee,Director of Public Works 903-237-1336 rmcphee@longviewtexas.gov
COUNCIL DATE:	June 28, 2018

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, REJECTING THE BIDS OF PRAXAIR, INC., AND AIRGAS USA, LLC., FOR LIQUID OXYGEN FOR THE CITY OF LONGVIEW WATER TREATMENT PLANT; ACCEPTING THE BID OF MATHESON TRI-GAS FOR SAID LIQUID OXYGEN; AUTHORIZING AND DIRECTING THE ACTING CITY MANAGER OR THE ACTING CITY MANAGER'S DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY BETWEEN THE CITY OF LONGVIEW AND MATHESON TRI-GAS FOR SAID LIQUID OXYGEN; AUTHORIZING THE RENEWAL OF SAID CONTRACT AT THE ACTING CITY MANAGER'S DISCRETION FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS, PROVIDED THAT THE TOTAL AMOUNT SPENT UNDER SAID CONTRACT FOR ANY ONE RENEWAL TERM SHALL NOT EXCEED FUNDS BUDGETED FOR SAID CONTRACT IN THE CONCURRENT BUDGET YEAR; DETERMINING THAT THE CITY COMPLIED WITH ALL APPLICABLE COMPETITIVE PURCHASING REQUIREMENTS IN SOLICITING, RECEIVING, AND ACCEPTING SAID BID; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Longview issued and advertised an invitation to bid for liquid oxygen for the City of Longview water treatment plant; and,

WHEREAS, Praxair, Inc., submitted the lowest bid for liquid oxygen; and,

WHEREAS, in its bid submission Praxair, Inc., requested modifications to the published bid specifications; and,

WHEREAS, the City of Longview rejects the modifications requested by Praxair, Inc.; and, therefore, the bid submitted by Praxair, Inc., does not comply with the

bid specifications published for said bid; and,

WHEREAS, Airgas USA, LLC., and Matheson Tri-Gas submitted the next lowest bids, and said bids contained the same bid price; and,

WHEREAS, the bid submitted by Airgas USA, LLC., does not comply with the bid specifications published for said bid; and,

WHEREAS, Matheson Tri-Gas submitted the lowest and best bid for liquid oxygen that complies with the published bid specifications; and,

WHEREAS, the aforesaid invitation to bid for liquid oxygen stated that the City would award the contract to the lowest responsible bidder or to the bidder who provides goods or services at the best value to the City; and,

WHEREAS, the City Council finds and determines that, based on the criteria set forth in Section 252.043(b) of the Texas Local Government Code and published in the aforesaid invitation to bid (including, without limitation, the extent to which the goods and services meet the City's needs and the relevant criteria specifically listed in the aforesaid invitation to bid), the bid submitted by Praxair, Inc., and the bid submitted by Airgas USA, LLC., do not provide the goods and services requested in the aforesaid invitation to bid at the best value for the City of Longview; and,

WHEREAS, the City Council finds and determines that, based on the criteria set forth in Section 252.043(b) of the Texas Local Government Code and published in the aforesaid invitation to bid, the bid submitted by Matheson Tri-Gas provides the goods and services requested in the aforesaid invitation to bid at the best value for the City of Longview; and,

WHEREAS, funding will be provided from budgeted funds; NOW,

THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS:

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. That the bid submitted by Praxair, Inc., does not comply with published bid specifications and does not provide the goods and services requested in the invitation to bid described in this resolution at the best value for the City of Longview, and, therefore, said bid is hereby rejected.

Section 3. That the bid submitted by Airgas USA, LLC., does not comply with published bid specifications and does not provide the goods and services requested in the invitation to bid described in this resolution at the best value for the City of Longview, and, therefore, said bid is hereby rejected.

Section 4. That the bid submitted by Matheson Tri-Gas is the lowest and best bid submitted that complies with the published bid specifications for the goods and services requested in the invitation to bid described in this resolution and that said bid provides said goods and services at the best value for the City of Longview.

Section 5. That the City of Longview hereby accepts the aforementioned bid from Matheson Tri-Gas.

Section 6. That the total amount of the contract for liquid oxygen to be provided by Matheson Tri-Gas in the current fiscal year shall not exceed funds budgeted for same.

Section 7. That the Acting City Manager, the Acting City Manager's

designee, and any other official of the City of Longview as shall be required, are hereby authorized and directed to negotiate and execute any and all contracts and other documents, as approved by the City Attorney's Office, incident to the acceptance on behalf of the City of Longview of the aforesaid bid from Matheson Tri-Gas.

Section 8. That the Acting City Manager, the Acting City Manager's designee, and any other official of the City of Longview as shall be required, are hereby authorized to renew said contract at the Acting City Manager's discretion for up to four additional one-year terms, provided that the total amount spent under said contract for any one renewal term shall not exceed funds budgeted for said contract in the concurrent budget year.

Section 9. That the process by which the aforementioned bids were solicited, received, and accepted in all things complied with the applicable purchasing requirements of state and federal law, including but not limited to the requirements of Chapter 252 of the Texas Local Government Code.

Section 10. That the meeting at which this resolution was approved was in all things conducted in strict compliance with Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 11. That this resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this 28th day of June, 2018.

Dr. Andy Mack
Mayor

ATTEST:

Angie Shepard
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R-BID WTP LIQUID OXYGEN 6-28-18

ALUMINUM SULFATE BID

DESCRIPTION:	<p>This item is for annual agreement for Aluminum Sulfate for the City of Longview's Water Treatment Plant. In this agreement Aluminum Sulfate will be ordered on an as needed basis. The Water Treatment Plant estimates needing 2,800 liquid tons annually. Evaluation is based on lowest and best price for Bid #1718-21 Aluminum Sulfate.</p> <p>Bid documents were mailed and emailed to Aluminum Sulfate vendors and posted on the City of Longview website. Bids were advertised in the local newspaper as required by law. On May 16, 2018 5 bids were on file.</p> <p>The bids were as follows: Affinity Chemical, LLC. - \$98.94 per ton Chemtrade Chemicals US, LLC.-\$105.73 per ton Brenntag Soutwest, Inc.- \$173.00 per ton AOS Treatment Solutions, LLC.-\$177.76 per ton GEO Specialty Chemicals, Little Rock, AR - \$348.50 per dry ton</p>
RECOMMENDED ACTION:	Approval of the Resolution awarding Affinity Chemical, LLC. the Aluminum Sulfate Bid #1718-21
SOURCE OF FUNDS:	010-074-000-2390, Chemicals
STAFF CONTACTS:	Jaye Latch, Purchasing Manager 903-237-1324 jlatch@longviewtexas.gov Rolyn McPhee, Director of Public Works 903-237-1336 rmcphee@longviewtexas.gov
COUNCIL DATE:	June 28, 2018

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, ACCEPTING THE BID OF AFFINITY CHEMICAL, LLC, FOR ALUMINUM SULFATE FOR THE CITY OF LONGVIEW WATER TREATMENT PLANT; AUTHORIZING AND DIRECTING THE ACTING CITY MANAGER OR THE ACTING CITY MANAGER'S DESIGNEE TO EXECUTE ANY DOCUMENTS NECESSARY BETWEEN THE CITY OF LONGVIEW AND AFFINITY CHEMICAL, LLC, FOR SAID ALUMINUM SULFATE; AUTHORIZING THE RENEWAL OF SAID CONTRACT AT THE ACTING CITY MANAGER'S DISCRETION FOR UP TO FOUR ADDITIONAL ONE-YEAR TERMS PROVIDED THAT THE TOTAL AMOUNT SPENT UNDER SAID CONTRACT FOR ANY ONE RENEWAL TERM SHALL NOT EXCEED FUNDS BUDGETED FOR SAID CONTRACT IN THE CONCURRENT BUDGET YEAR; DETERMINING THAT THE CITY COMPLIED WITH ALL APPLICABLE COMPETITIVE PURCHASING REQUIREMENTS IN SOLICITING, RECEIVING, AND ACCEPTING SAID BID; DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Longview issued and advertised an invitation to bid for aluminum sulfate for the City of Longview; and,

WHEREAS, Affinity Chemical, LLC, submitted the lowest and best bid for aluminum sulfate; and,

WHEREAS, funding will be provided from budgeted funds; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS:

Section 1. That the findings set out in the preamble to this resolution are

hereby in all things approved and adopted.

Section 2. That the bid submitted by Affinity Chemical, LLC, is the lowest and best bid submitted to the City of Longview for aluminum sulfate for the City of Longview Water Treatment Plant.

Section 3. That the City of Longview hereby accepts the aforementioned bid from Affinity Chemical, LLC.

Section 4. That the total amount of the contract for aluminum sulfate to be provided by Affinity Chemical, LLC, shall not exceed budgeted funds.

Section 5. That the Acting City Manager, the Acting City Manager's designee, or other official of the City of Longview as shall be required, are hereby authorized and directed to negotiate and execute any and all contracts and other documents, as approved by the City Attorney's Office, incident to the acceptance on behalf of the City of Longview of the aforesaid bid from Affinity Chemical, LLC.

Section 6. That the Acting City Manager, the Acting City Manager's designee, or other official of the City of Longview as shall be required, is hereby authorized to renew said contract at the Acting City Manager's discretion for up to four additional one-year terms, provided that the total amount spent under said contract for any one renewal term shall not exceed funds budgeted for said contract in the concurrent budget year.

Section 7. That the process by which the aforementioned bids were solicited, received, and accepted in all things complied with the applicable purchasing requirements of state and federal law, including but not limited to the requirements of Chapter 252 of the Texas Local Government Code.

Section 8. That the meeting at which this resolution was approved was in all things conducted in strict compliance with Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 9. That this resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this 28th day of June, 2018.

Dr. Andy Mack
Mayor

ATTEST:

Angie Shepard
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R-BID WTP ALUMINUM SULFATE 6-28-18

LOCAL GOVERNMENT FUND PARTICIPATION AGREEMENT FOR TRAFFIC SIGNAL AT FM 2275 AND LOU GALOSY

DESCRIPTION: Consider a resolution committing the City to perform or cause to be performed a traffic signal improvement project and authorizing the City Manager or his designee to enter into an Advance Funding Agreement for Voluntary Local Government Contribution Participation with Texas Department of Transportation (TXDOT). This agreement requires the city to perform, or cause to be performed, traffic signal improvement at FM 2275 and Lou Galosy Way.

Staff has estimated the city's local cost at \$250,000.

RECOMMENDED ACTION: Passage of resolution.

SOURCE OF FUNDS: LEDCO

STAFF CONTACT: Rolin McPhee, P.E., Director of Public Works
903-237-1336
rmcphee@longviewtexas.gov.

COUNCIL DATE: June 28th, 2018

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, COMMITTING THE CITY OF LONGVIEW TO PERFORM OR CAUSE TO BE PERFORMED CERTAIN NO REQUIRED MATCH PROJECT(S); AUTHORIZING AND DIRECTING THE ACTING CITY MANAGER OR THE ACTING CITY MANAGER'S DESIGNEE TO NEGOTIATE, FINALIZE, AND EXECUTE AN ADVANCE FUNDING AGREEMENT (AND ANY AND ALL OTHER DOCUMENTS INCIDENT TO SAME) FOR SAID PURPOSES; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Transportation Code, Chapters 201 and 221, authorize the State of Texas (the "State") to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 115005 authorizing the State to undertake and complete a highway improvement generally described as Traffic Signal at FM 2275 and Lou Galosy; and,

WHEREAS, the City of Longview has requested that the State allow the City of Longview to participate in said improvement by funding that portion of the improvement described as the design and construction of a signalized intersection and improvements at FM 2275 and Lou Galosy to include left turn lanes (hereinafter referred

to as the "Project"); and,

WHEREAS, the estimated Project cost is \$250,000, and the City of Longview commits to performing or causing to be performed the Project; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS:

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. That the City of Longview shall perform or cause to be performed the Project.

Section 3. That the Acting City Manager or the Acting City Manager's designee, and any other official of the City as shall be required, are hereby authorized and directed to negotiate, finalize, and execute, as approved by the City Attorney's Office, an Advance Funding Agreement (and any and all other documents incident to same) by and between the City of Longview and the State for the purposes of carrying out the Project mentioned in this resolution with No Required Match from TXDOT.

Section 4. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 5. That this resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this 28th day of June, 2018.

Dr. Andy Mack
Mayor

ATTEST:

Angie Shepard
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R PW TXDOT ADVACED FUNDING PARTICIPATION 6-28-18

CONSIDER A RESOLUTION AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF LONGVIEW AND TROOP 201 ALUMNI FOUNDATION RELATING TO THE OPERATION, MAINTENANCE AND PROGRAMMING OF THE LOG SCOUT CABIN IN TEAGUE PARK.

DESCRIPTION: Boy Scout Troop 201 celebrated its Centennial in 2017. The scout cabin has been located in Teague Park since 1941. This agreement will formalize the partnership between the City of Longview and Troop 201.

RECOMMENDED ACTION: Approve Resolution

SOURCE OF FUNDS: Not Applicable

STAFF CONTACT: Scott Caron, Director of Parks and Recreation
903-237-1231
scaron@longviewtexas.gov

COUNCIL DATE: June 28, 2018

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, AUTHORIZING A LICENSE AGREEMENT BETWEEN THE CITY OF LONGVIEW AND THE TROOP 201 ALUMNI FOUNDATION RELATING TO THE OPERATION, MAINTENANCE, AND PROGRAMMING OF THE LOG SCOUT CABIN IN TEAGUE PARK; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, Boy Scout Troop 201 (“Troop 201”) was chartered in March 1917; and,

WHEREAS, in or about 1941, the City of Longview (the “City”) allowed Troop 201 and its Charterer at the time, the Longview Lions Club, to construct a log scout cabin on a concrete slab at its current location in Teague Park in the City of Longview; and,

WHEREAS, said facility, exclusively built and paid for by Troop 201, is located on property owned by the City; and,

WHEREAS, the City desires to grant a license permitting Troop 201 to continue to use said facility and said property for scouting activities; and,

WHEREAS, the City finds and determines that the consideration for said license will be the benefit conferred on the general public by continued operation of the aforesaid facility; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS:

Section 1. That the findings set out in the preamble to this resolution are hereby in all things approved and adopted.

Section 2. That the Acting City Manager is hereby authorized and directed to execute an agreement by and between the City and the Troop 201 Alumni Foundation substantially in the form of Attachment A attached hereto, which attachment is made a part of this resolution for all purposes.

Section 3. That the meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 4. That this resolution shall be effective immediately from and after its date of passage.

PASSED and APPROVED this 28th day of June, 2018.

Dr. Andy Mack
Mayor

ATTEST:

Angie Shepard
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R PARKS TROOP 201 CABIN AT TEAGUE PARK 6-28-18

Attachment A

STATE OF TEXAS §

COUNTY OF GREGG §

LICENSE AGREEMENT

This license agreement is made and entered into on the date set forth below by and between the City of Longview, Texas, referred to in this license agreement as Licensor, and Troop 201 Alumni Foundation, referred to in this license agreement as Licensee.

WITNESSETH:

WHEREAS, the Licensor recognizes the need to instill good citizenship in children at an early age; and,

WHEREAS, the Licensor finds and determines that encouraging good citizenship in children will foster a more enlightened and productive adult citizen in the City of Longview and therefore will benefit the general welfare of all the citizens of the Licensor; and,

WHEREAS, the Licensor finds that for over 100 years, Boy Scout Troop 201 and the East Texas Area Council of the Boy Scouts of America have served the youth of Longview and Gregg County instilling good citizenship and leadership instructional programming that has generally benefited community and welfare of all the citizens of the Licensor; and,

WHEREAS, in or about 1941, Licensor allowed Boy Scout Troop 201 and its Charterer at the time, the Longview Lions Club, to construct a log scout cabin on a concrete slab at its current location in Teague Park in the City of Longview which such

facility was allowed to be expanded beginning in 1947 to its current size in 1950 (“the facility”) and this facility is currently and has been the active home to Boy Scout Troop 201 for over 70 of the 100 years the troop has been chartered; and,

WHEREAS, said facility, exclusively built and paid for by Boy Scout Troop 201, is located on property owned by Licensor and Licensor desires to grant to Licensee a license permitting Licensee to continue to use said property for scouting activities; and,

WHEREAS, Licensor finds and determines the consideration of said license will be the benefit conferred on the general public by continued operation of the aforesaid facility; NOW, THEREFORE,

In consideration of the mutual covenants, agreements, and benefits to the Licensor and Licensee it is hereby agreed as follows:

I. Grant of License

In consideration of the mutual covenants and agreements set forth in this license agreement, and other good and valuable consideration, and subject to the provisions of this license agreement, Licensor does hereby grant to the Licensee, and Licensee does hereby accept from Licensor, a license to use the premises situated in Longview, Gregg County, Texas, more particularly described in Exhibit A attached hereto and incorporated herein. These premises are referred to in this license agreement as “the premises” or “the licensed premises.” It is understood that the licensed premises are not leased to Licensee but that during the term of this license agreement Licensee shall have access to and use of the licensed premises for the purposes stated herein, and shall continue to use and occupy same only so long as Licensee is in compliance with

provisions and conditions contained in this license agreement. Licensors reserves the right to enter upon the licensed premises at any time with notice to Licensee.

II. License Agreement Term

This license agreement shall be for an initial term of five (5) years, commencing on the date of execution hereof as set forth below, subject, however, to earlier termination as provided in this license agreement. Licensee shall have the option to extend the term hereof for two additional five(5) year terms, provided Licensee gives written notice of Licensee's intent to exercise said option at least 60 days prior to the termination of the original term or any extension hereof and is not otherwise in default of any provision of this license agreement. The initial term of this license agreement and any renewals or extensions thereof, inclusive, shall be referred to as the "license agreement term."

III. Utilities

Licensee shall pay or cause to be paid all charges for water, heat, gas, electricity, sewers, and all other utilities used on the licensed premises throughout the license agreement term, including any connection fees.

IV. Use of Licensed Premises

Licensee shall have the right to continue to use its facility on the licensed premises for scouting activities specifically and generally for teaching safety, community involvement, good citizenship, social studies, health, science, and other topics as acceptable and desired to children from the City of Longview and outlying communities. Licensee agrees not to use all or part of the licensed premises or any building or improvement situated upon the licensed premises for any use or purpose in violation of

any valid and applicable law, regulation, or ordinance of the United States, the State of Texas, or the City of Longview, or other lawful authority having jurisdiction over the licensed premises.

Licensee may use area surrounding the licensed premises including Teague Park for activities consistent with this agreement unless those areas are previously reserved for use by other organizations or individuals.

V. General Conditions

Licensor and Licensee shall engage in an annual meeting each year for the purposes of reviewing use of the licensed premises.

On or before 60 days prior to the anniversary of the execution of this license agreement, Licensee shall furnish Licensor an annual report of Licensee's use of the licensed premises. The report shall include a brief statement as to the approximate number of meetings and events by the Licensee at the licensed premises and include an approximate number of the children attending the meetings and events.

The Director of Parks and Recreation or his/her designee shall serve as Administrative Agent on behalf of Licensor to administer the provisions of this license agreement.

VI. Maintenance

Responsibilities of the Licensee in maintaining the licensed premises include all of the following:

1. Maintain the facility on the licensed premises including, but not limited to, the roof(s), lighting, facility structures, unless such maintenance is a result of damages from activities sponsored by Licensor.

2. Pick up all litter, trash, and recyclables that may result from all activities and events sponsored by Licensee.
3. Repair, in a timely fashion, all damages to the licensed premises that do not result from activities sponsored by Licensor.

Licensor will continue to maintain the surrounding grounds around the licensed premises in a manner consistent with such maintenance in the past and other park properties.

VII. Improvements by Licensee

Licensee shall have the right, at any time and from time to time during the license agreement term, to maintain, alter, repair, remodel, reconstruct, rebuild, and replace improvements that were located on the licensed premises on the effective date of this license agreement. Except as specifically authorized by the immediately preceding sentence, Licensee shall not, without the prior written approval of Licensor, initiate construction, or allow to be constructed, any additional permanent improvements of a material nature on the licensed premises, or initiate any permanent alterations to any structures on the licensed premises without the prior written approval of (a) the Licensor's Administrative Agent (as defined in this license agreement), (b) the Licensee's board of directors, and (c) all applicable departments, boards or commissions of the Licensor.

Upon termination of this license agreement for any reason, Licensee shall, if so requested by Licensor or if Licensee so desires, at Licensee's expense remove any or all other improvements and facility owned by Licensee and its contents located on the licensed premises and return the property to a condition comparable to its original

condition.

VIII. Insurance

At all times during the license agreement term Licensee shall provide, procure, and maintain insurance as specified in Exhibit B, attached hereto and made a part hereof.

IX. Indemnification of Licensor

Licensor shall not be liable for and Licensee shall indemnify and hold Licensor harmless from any and all claims for any loss, damage, or injury of any kind or character to any person or property arising from any use of the licensed premises, or any part of the licensed premises, or caused by any defect in any building, structure, improvement, equipment, or facility on the licensed premises or caused by or arising from any act or omission of Licensee, or any of its agents, employees, licensees, or invitees, or by or from any accident, fire, or other casualty on the land, or occasioned by the failure of Licensee to maintain the licensed premises in safe condition. Licensee waives all claims and demands on its behalf against Licensor for any such loss, damage, or injury of other persons, and indemnifies and holds Licensor harmless from all costs and expenses arising from any claims or demands of other persons concerning any such loss, damage, or injury.

X. Assignment and Subletting

Licensor understands that the facility is owned by Licensee for the benefit of Boy Scout Troop 201, which is chartered by Trinity Episcopal Church and Venture Crew 201 which is chartered by the Longview Lions Club. Licensee has entered into agreements with both entities for continued use of the facility. Licensee may not assign this license

agreement nor sublet the licensed premises to entities other the above referenced charterers without the prior written consent of Licensor.

XI. Default and Termination

Should Licensee default in the performance of any covenant, condition, or agreement in this license agreement, Licensor may declare this license agreement, and all rights and interest created by it, to be terminated. Upon termination of this license agreement for any reason, Licensor or its agent may resume possession of the licensed premises immediately and without further notice to Licensee but Licensee shall have rights granted in Article VII above.

This license agreement has been executed by the parties on the dates of their acknowledgments to be effective as of the _____ day of _____, 20____.

LICENSOR:

City of Longview

By _____

Its _____

ATTEST:

City Secretary

LICENSEE:

Troop 201 Alumni Foundation

By _____

Its _____

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF GREGG §

 This instrument was acknowledged to me by _____,
_____ of the City of Longview, on behalf of said city.

Notary Public, State of Texas

My commission expires: _____.

ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF GREGG §

 This instrument was acknowledged to me by _____,
President of the Troop 201 Alumni Foundation a Texas nonprofit Corporation, on behalf
of corporation.

Notary Public, State of Texas

My commission expires: _____.

EXHIBIT A

[Insert updated description of property.]

EXHIBIT B

INSURANCE REQUIREMENTS

1. Licensee and all Licensee's tenants shall procure and maintain, at no expense to Licensor, general liability insurance coverage with liability limits not less than Two Hundred Fifty Thousand Dollars (\$250,000) for injury or death of one person and in an amount not less than Five Hundred Thousand Dollars (\$500,000) in any one occurrence; and property damage limits of not less than One Hundred Thousand Dollars (\$100,000) in any one occurrence. All general liability insurance shall include Licensor, Licensor's agents and employees as additional insured, if same be practicable and be with a company or companies satisfactory to Licensor. Licensee's liability coverage shall include contractual liability coverage sufficient to cover Licensee's indemnification obligations under this license agreement.
2. Licensee shall keep the facility and other improvements located or constructed on the licensed premises insured against loss or damage by fire, with extended coverage endorsement or its equivalent. The insurance shall be paid for by Licensee and shall be in amounts not less than 100 percent of the fair insurable value of the buildings and other improvements.
3. Licensee shall not commence any work on any portion of the licensed premises until Licensee has obtained at Licensee's expense all insurance required by this license agreement and such insurance has been approved by Licensor, nor shall Licensee allow any of Licensee's contractors to commence work on any contract involving the licensed premises until all similar insurance required of the contractor has been so obtained and approved. Evidence of the insurance required by this license agreement shall be in the form of a Certificate of Insurance executed by Licensee's insurance carrier (or the insurance carrier of Licensee's contractor, as applicable) showing such policies in force for the specified period or by furnishing a copy of the actual policy or policies. Each policy or certificate will bear an endorsement or statement waiving right of cancellation, nonrenewal, reduction in coverage, or material modification of any policies without thirty (30) days' notice in writing to be delivered by registered mail to Licensor and shall include in its provisions a waiver of any rights of subrogation against Licensor. Such insurance shall remain in full force and effect on all phases of any work involving the licensed premises, whether or not the work is occupied or utilized by Licensor, until all such work is completed and has been accepted by Licensor. Licensee and Licensee's contractors shall automatically renew any policy that expires during the performance of this license agreement and notify Licensor of such a renewal prior to expiration date.

4. Nothing contained in the insurance requirements of this license agreement shall be construed as limiting the extent of Licensee's responsibility for payment of damages resulting from Licensee's operations.