



City Council Meeting Agenda

5:30 p.m.
August 27, 2015
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. **Citizen Comment**
- VI. **Consent Agenda**
 - A. Consider a Resolution authorizing and directing the City Manager or the City Manager's designee to execute any necessary documents for the application, receipt and expenditure of grant funding in an amount not to exceed \$25,000.00 from the Edward Byrne Memorial Justice Assistance Grant Program, from the Criminal Justice Division of the Governor's Office for the purchase of equipment for the Longview Police Department – Mike Bishop, Police Chief. [Pages 3-6](#)
 - B. Consider a Resolution authorizing and directing the City Manager or the City Manager's designee to execute any necessary documents for an interlocal agreement with the City of Frisco and the purchase of uniforms for the Fire Department – J.P. Steelman, Fire Chief. [Pages 7-15](#)
 - C. Consider acceptance of the June 30, 2015 Quarterly Investment Report – Angela Coen, Director of Finance. [Pages 16-17](#)
 - D. Consider a Resolution accepting the Alice and New Forest Drive Drainage Improvements Project and authorizing final payment in the amount of

\$55,675.85 to Haltom Construction, of Marshall, Texas – Rolin McPhee, P.E., Director of Public Works. [Pages 18-21](#)

- E. Consider a Resolution authorizing the City Manager to execute an amendment to the water supply contract with Gum Springs Water Supply Corporation - Rolin McPhee P.E., Director of Public Works. [Pages 22-24](#)

VII. Budget Items

- A. Discussion of the proposed 2015 - 2016 budget and fees for the City of Longview – David Willard, City Manager.
- B. **Public Hearing on Proposed Tax Rate.** The City Council will vote on the tax rate on Thursday, September 10, 2015, at 5:30 p.m. in the City Hall Council Chambers at 300 W. Cotton Street, Longview, Texas – Angela Coen, Director of Finance.

VIII. Items of Community Interest

IX. 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.

GRANT APPLICATION

DESCRIPTION: Consider a Resolution authorizing and directing the City Manager or the City Manager's designee to apply for and execute any necessary documents to accept a grant in an amount not to exceed \$25,000.00 from the Edward Byrne Memorial Justice Assistance Grant Program, from the Criminal Justice Division of the Governor's Office for the purchase of equipment for the Longview Police Department.

RECOMMENDED ACTION: Resolution and Council approval

SOURCE OF FUNDS: N/A

STAFF CONTACT: Mike Bishop, Chief of Police
903-237-1100
mbishop@longviewtexas.gov

COUNCIL DATE: August 27, 2015

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, AUTHORIZING APPLICATION, ACCEPTANCE AND EXPENDITURE OF GRANT FUNDS IN AN AMOUNT NOT TO EXCEED \$25,000.00 FROM THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM, FROM THE CRIMINAL JUSTICE DIVISION OF THE GOVERNOR'S OFFICE FOR USE BY THE CITY OF LONGVIEW POLICE DEPARTMENT; AUTHORIZING THE ACCEPTANCE OF ALL SPECIAL CONDITIONS IMPOSED IN CONNECTION WITH SAID GRANT FUNDING; AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE ALL NECESSARY DOCUMENTS INCIDENT TO APPLYING FOR, SECURING AND EXPENDING SAID GRANT; PROVIDING FOR RETURN OF FUNDS FOR LOSS OR MISUSE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED COMPLIED WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the Criminal Justice Division of the Governor's Office sponsors the Recovery Act: Edward Byrne Memorial Justice Assistance Grant (JAG) Program for the purpose of supporting initiatives that reduce crime and its effect on communities; and,

WHEREAS, the City of Longview Police Department has qualified for and wishes to apply for an Edward Byrne Justice Assistance Grant, in an amount not to exceed \$25,000.00 from the Criminal Justice Division of the Governor's Office, which will be used by the Longview Police Department to purchase laptops and an evidence refrigerator; 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 Police Department, by and through the City Manager, is hereby authorized to apply for, accept, reject, alter, or terminate, on behalf of the City of Longview, Edward Byrne Memorial Justice Assistance Grant (JAG) Program award not to exceed the amount of \$25,000.00 from the Criminal Justice Division of the Governor's Office.

Section 3. That the City of Longview is hereby authorized to submit said application to the Criminal Justice Division of the Governor's Office in a timely manner.

Section 4. That the City of Longview hereby accepts and agrees to all special conditions imposed in connection with the aforementioned grant before the end of the 6-month grant period.

Section 5. That the City of Longview Police Department, by and through the City Manager, is hereby authorized and directed to execute any and all contracts and other documents, as approved by the City Attorney's Office, incident to the application, acceptance and expenditure on behalf of the City of Longview of an Edward Byrne Memorial Justice Assistance Grant (JAG) Program award, in an amount not to exceed \$25,000.00 from the Criminal Justice Division of the Governor's Office.

Section 6. The City of Longview agrees that in the event of loss or misuse of the Criminal Justice Division funds that the funds awarded will be returned to the Criminal Justice Division in full.

Section 7. 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 8. That this resolution shall be effective immediately from and after its date of passage.

PASSED and APPROVED this 27th day of August, 2015.

Dr. Andy Mack
Mayor

ATTEST:

Shelly Ballenger
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R POLICE GRANT JAG CDJ 8-27-15

CITY OF FRISCO INTERLOCAL AGREEMENT AND PURCHASE OF UNIFORMS FOR THE FIRE DEPARTMENT

DESCRIPTION: This item would allow the City of Longview to enter into a cooperative purchasing agreement with the City of Frisco, Texas. The City of Frisco competitively bid a contract for uniforms for their Fire Department. The bid was awarded to Red the Uniform Tailor of Carrollton, Texas. The Longview Fire Department wishes to utilize this contract. By entering into a cooperative purchasing agreement with the City of Frisco, the City of Longview will be able to use the uniform contract obtained by the City of Frisco. Longview Fire Department estimates spending approximately \$80,000 for uniforms in fiscal year 15-16. There is no local vendor that can provide said uniforms. Use of this cooperative purchasing contract will satisfy the competitive bidding laws for the purchase of said uniforms for the Fire Department.

Contracts that the City of Longview may utilize in the future with the City of Frisco are pre-bid and therefore meet all of the competitive purchasing laws.

RECOMMENDED ACTION: Approve the resolution allowing City of Longview to enter into a cooperative purchasing agreement with the City of Frisco.

SOURCE OF FUNDS: 001-024-000-2190, Uniforms

STAFF CONTACTS: J.P. Steelman, Fire Chief
903-237-1227
jpsteelman@longviewtexas.gov

Jaye Latch, Purchasing Manager
903-237-1324
jlatch@longviewtexas.gov

COUNCIL DATE: August 27, 2015

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AND THE CITY SECRETARY TO ATTEST TO AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF LONGVIEW AND THE CITY OF FRISCO PROVIDING FOR COOPERATIVE PURCHASING; AUTHORIZING THE CITY MANAGER TO DESIGNATE AN OFFICIAL REPRESENTATIVE TO ACT FOR THE CITY OF LONGVIEW IN ALL MATTERS RELATING TO SAID COOPERATIVE PURCHASING AGREEMENT; AUTHORIZING THE PURCHASE OF UNIFORMS VIA THE COOPERATIVE PURCHASING AGREEMENT WITH THE CITY OF FRISCO; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Longview (also called the "City" herein) is interested in obtaining goods and services to be used by the City's Fire Department in providing emergency and fire services; and,

WHEREAS, the City of Frisco has a cooperative purchasing agreement with a number of other political subdivisions of the State of Texas for the purchase of various goods and services, including without limitation goods and services of the type described above; and,

WHEREAS, the City of Frisco and the City of Longview are home-rule municipalities and political subdivisions of the State of Texas; and,

WHEREAS, Section 791.025 of the Texas Government Code and Section 271.102 of the Texas Local Government Code authorize political subdivisions of the State of Texas (including, without limitation, the City of Frisco and the City of Longview)

to enter into cooperative purchasing agreements for the purchase of functions, goods and services, including without limitation the aforesaid goods and services to be used by the City's Fire Department in providing emergency and fire services; and,

WHEREAS, there may be other governmental administrative functions, goods or services that the City of Longview wishes to procure pursuant to the aforesaid cooperative purchasing agreement; and,

WHEREAS, purchases pursuant to such a cooperative purchasing agreement satisfy all competitive purchasing requirements applicable to the City of Longview; and,

WHEREAS, as a result of the foregoing, the City of Longview and the City of Frisco wish to enter into an interlocal agreement to provide for cooperative purchasing of goods and services; and,

WHEREAS, the City Council of the City of Longview, Texas, finds said interlocal agreement to be acceptable and in the best interests of the City of Longview and its citizens; 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 Manager of the City of Longview, Texas, is hereby authorized to execute and the City Secretary to attest to an agreement with the City of Frisco and other participating cities providing for cooperative purchase of goods and services, said agreement to be substantially in the form attached hereto as

Attachment A, which attachment is for all purposes incorporated herein.

Section 3. That the City Manager of the City of Longview, Texas, is hereby authorized to designate an official representative to act for the City of Longview, Texas, in all matters relating to the cooperative purchasing program described in the attached Attachment A, including the designation of specific contracts in which the City of Longview, Texas, desires to participate.

Section 4. That, subject to conditions set forth in this resolution, the City is hereby authorized to purchase uniforms via the City's interlocal agreement with the City of Frisco.

Section 5. That the authorization provided herein is contingent upon all of the following:

- a) The purchases authorized herein shall not require an amendment of the City's budget;
- b) The uniforms purchased pursuant to this resolution are purchased under the interlocal agreement with the City of Frisco interlocal agreement; and,
- c) The total purchase price for the purchase authorized herein shall not exceed funds budgeted in the concurrent budget year.

Section 6. 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 7. That this resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this 27th day of August, 2015.

Dr. Andy Mack
Mayor

ATTEST:

Shelly Ballenger
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R PURCHASING COOP PURCHASING K FRISCO 8-27-15

Attachment A

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made and entered into this ____ day of _____, 2015, by and between the CITY OF FRISCO, Texas (hereinafter called "CITY OF FRISCO"), and the CITY OF LONGVIEW, Texas (hereinafter called "LONGVIEW"), each acting by and through its duly authorized officials:

WHEREAS, CITY OF FRISCO and LONGVIEW are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, CITY OF FRISCO and LONGVIEW wish to enter into this Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which CITY OF FRISCO and LONGVIEW may purchase various goods and services commonly utilized by each party;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of CITY OF FRISCO and LONGVIEW through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, CITY OF FRISCO and LONGVIEW have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual

promises, covenants and obligations as set forth herein; CITY OF FRISCO and LONGVIEW agree as follows:

1. CITY OF FRISCO and LONGVIEW may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts.

2. CITY OF FRISCO and LONGVIEW shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. CITY OF FRISCO and LONGVIEW shall each make their respective payments from current revenues available to the paying party.

3. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by any party upon thirty (30) days written notice to the other participating party(ies).

4. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto.

5. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

6. This Agreement shall become effective on the day and year first written above (the "Effective Date"). The primary term of this Agreement shall be for one (1) year, commencing on the Effective Date and terminating on July 1, 2016, and

shall thereafter automatically renew for successive one-year terms, unless terminated according to the terms set forth in Paragraph 3.

7. To the extent allowed by law, each party agrees to release, defend, indemnify, and hold harmless the other (and its officers, agents, and employees) from and against all claims or causes of action for injuries (including death), property damages (including loss of use), and any other losses, demands, suits, judgments and costs, including reasonable attorneys' fees and expenses, in any way arising out of, related to, or resulting from its performance under this agreement, or caused by its negligent acts or omissions (or those of its respective officers, agents, employees, or any other third parties for whom it is legally responsible) in connection with performing this agreement.

8. The laws of the State of Texas shall govern the interpretation, validity, performance and enforcement of this Agreement.

9. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation having the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

10. This Agreement embodies the entire agreement between the parties and may only be modified in writing executed by both parties.

11. This Agreement shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns. Neither party will assign or transfer an interest in this Agreement without the written consent of the other party.

12. It is expressly understood and agreed that, in the execution of this Agreement, neither party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

13. The declarations, determinations and findings declared, made and found in the preamble to this Agreement are hereby adopted, restated and made part of the operative provisions hereof.

EXECUTED hereto on the day and year first above written.

CITY OF FRISCO

CITY OF LONGVIEW

George Purefoy
City Manager

By:

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ___ day of _____, 2015, by George Purefoy, City Manager of the **CITY OF FRISCO, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on the ___ day of _____, 2015, by _____ of the **CITY OF LONGVIEW, TEXAS**, a home-rule municipal corporation, on behalf of such corporation.

Notary Public in and for the
State of Texas

INVESTMENT REPORT FOR QUARTER ENDING JUNE 30, 2015

DESCRIPTION:

The Investment Report for the quarter ending June 30, 2015 is presented as required by the Public Funds Investment Act.

The City's investments for the quarter were in compliance with the City's investment Policy and the Public Funds Investment Act. The City had investments in Texpool, Cutwater Texas Class Investment Pool and Certificate of Deposits.

Quarter Ending June 30, 2015

Texpool	\$ 832,005				
	Ending Yield	0.06%			
	Weighted Average Maturity		1 Days		
	Interest Earned			\$139	

Texas Class	\$ 8,009,197				
	Ending Yield	0.15%			
	Weighted Average Maturity		1 Days		
	Interest Earned			\$2,991	

Certificate of Deposits	\$38,331,932				
	Ending Yields				
	12 Months	0.50%			
	12 Months	0.65%			
	18 Months	0.30%			
	18 Months	0.42%			
	24 Months	1.02%			
	24 Months	1.12%			
	24 Months	0.90%			
	24 Months	0.56%			
	24 Months	1.02%			
	30 Months	0.85%			
	30 Months	0.73%			
	36 Months	0.88%			
	36 Months	1.20%			
	Interest Earned				\$76,395

Texpool is a local government investment pool. The primary objectives of the pool are to preserve capital and protect principal, maintain sufficient liquidity, provide safety of funds and investments, diversify to avoid unreasonable or avoidable risks, and maximize the return on the pool. The pool seeks to maintain a \$1.00 value per share as

required by the Texas Public Funds Investment Act. Texpool investments consist exclusively of U.S. Government securities, repurchase agreements collateralized by U.S. Government securities, and AAA-rated no-load money market mutual funds. Texpool is rated AAAM by Standard & Poor's, the highest rating a local government investment pool can achieve. The weighted average maturity of the portfolio is limited to 60 days calculated using the reset date for variable rate notes ("VRNs") and 90 days or fewer using the final maturity date for VRNs, with the maximum maturity for any individual security in the portfolio not exceeding 397 days for fixed rate securities and 24 months for VRNs.

Through our depository bank, Southside Bank, City funds are in an interest bearing account, with pledged securities for collateral. Per the depository contract, interest is earned at the daily 30-Day T-Bill rate plus thirty five basis points.

RECOMMENDED ACTION: Receive written investment report. No formal action required.

STAFF CONTACT: Angela Coen, Director of Finance
903-239-5521
acoen@ci.longview.tx.us

COUNCIL DATE: August 27, 2015

ALICE AND NEW FOREST DRIVE DRAINAGE IMPROVEMENTS

DESCRIPTION: Consider a resolution accepting the Alice and New Forest Drive Drainage Improvements project and authorizing final payment in the amount of \$55,675.85 to Haltom Construction, of Marshall, Texas. Approval of final payment will begin the contractor's one-year warranty period.

The City Council awarded a contract to Haltom Construction, of Marshall, Texas on May 8, 2014 in the amount of \$421,477.05. The final construction cost is \$401,192.80.

The scope of work included the construction of approximately 750 linear feet of storm drain pipe, box culvert, inlets, curbs, gutters, and related work at Alice and New Forest Drive and miscellaneous work as necessary to complete the installation.

The project has been completed in accordance with the contract. The consultant, Wood Engineering recommends acceptance of the project and approval of the final payment. Staff concurs with the recommendation.

RECOMMENDED ACTION: Passage of the resolution.

SOURCE OF FUNDS: Funding is available from Drainage Funds

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

COUNCIL DATE: August 27, 2015

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, ACCEPTING THE PROJECT KNOWN AS "ALICE AND NEW FOREST DRIVE DRAINAGE IMPROVEMENTS"; AUTHORIZING AND APPROVING FINAL PAYMENT TO HALTOM CONSTRUCTION, OF MARSHALL, TEXAS, FOR CONSTRUCTION OF SAID PROJECT; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, on May 8, 2014, the City Council awarded a construction contract to Haltom Construction of Marshall, Texas, in the amount of \$421,477.05 for the project known as "Alice and New Forest Drive Drainage Improvements"; and,

WHEREAS, this project provided for the construction of 750 linear feet of storm drain pipe, box culvert, inlets, curbs, gutters and miscellaneous work as necessary to complete the installation at Alice and New Forest Drives; and,

WHEREAS, the final construction cost for said project was \$401,192.80; and,

WHEREAS, the project has been completed in accordance with the plans and specifications and the contractor, Haltom Construction, has requested final payment in the amount of \$55,675.85; and,

WHEREAS, the final amount of \$55,675.85 is due to the contractor as final payment; and,

WHEREAS, the acceptance of the work by Haltom Construction of

Marshall, Texas, on the aforementioned contract and the approval of final payment therefore will begin the one-year maintenance warranty period for said work; 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 construction work performed by Haltom Construction of Marshall, Texas, on the project known as "Alice and New Forest Drive Drainage Improvements" is hereby accepted as complete and that final payment in the amount of \$55,675.85 for the construction of said project is hereby approved.

Section 3. That the meeting at which this resolution was passed 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 become effective from and after its passage.

PASSED AND APPROVED this 27th day of August 2015.

Dr. Andy Mack
Mayor

ATTEST:

Shelly Ballenger
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R PW FINAL PAY ALICE NEW FOREST DRAINAGE 8-27-15

GUM SPRINGS WATER SUPPLY CONTRACT

DESCRIPTION: Consider a resolution approving a contract with Gum Springs Water Supply Corporation to change the water supply points of delivery. This contract amendment is for non-substantive changes.

RECOMMENDED ACTION: Passage of resolution.

SOURCE OF FUNDS: N/A

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

COUNCIL DATE: August 27, 2015

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LONGVIEW, TEXAS, AUTHORIZING AND DIRECTING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO NEGOTIATE AND EXECUTE AN AMENDMENT TO A CONTRACT BY AND BETWEEN THE CITY OF LONGVIEW AND GUM SPRINGS WATER SUPPLY CORPORATION FOR THE SUPPLY OF TREATED WATER TO SAID CORPORATION; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION WAS APPROVED COMPLIED WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City of Longview and Gum Springs Water Supply Corporation entered into a water supply contract (the "Water Supply Contract") on February 22, 2001, for an initial term of twenty-five (25) years; and,

WHEREAS, said contract was amended on October 22nd, 2012, providing for another delivery point, increasing the maximum monthly quantity and updating the annexation sections to reflect changes in state law; and,

WHEREAS, the City of Longview and Gum Springs Water Supply Corporation both desire to amend the Water Supply Contract to provide for changes delivery points that would better serve Gum Springs Water Supply Corporation; 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 Manager, the City Manager's designee and/or such other official(s) of the City as shall be required are hereby authorized and directed to negotiate and execute a second amendment to the Water Supply Contract and such other documents as may be necessary or convenient (all as approved by the City Attorney's Office) by and between the City of Longview and Gum Springs Water Supply Corporation for the supply of treated water to said corporation by said city.

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 become effective immediately from and after its passage.

PASSED AND APPROVED this 27th day of August, 2015.

Dr. Andy Mack
Mayor

ATTEST:

Shelly Ballenger
City Secretary

APPROVED AS TO FORM:

Jim Finley
City Attorney

R PW WATER GSWSC 2ND AMENDMENT 10-11-12