

**AGENDA
CITY OF TEAGUE
BOARD OF ALDERMEN
REGULAR CALLED MEETING
NOVEMBER 18, 2019 6:00 P.M.**

AGENDA

Notice is hereby given that a Regular Called Meeting of the Governing Body of the City of Teague will be held on **NOVEMBER 18, 2019 at 6:00 P.M.** The meeting will be held in the **COUNCIL ROOM, LOCATED AT TEAGUE CITY HALL 105 SOUTH 4th AVENUE TEAGUE, TEXAS 75860.** All Agenda items are subject to action. *The City Council reserves the right to meet in executive closed session on any Agenda items listed below, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney); 551.072 (Deliberation and Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).*

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT:**
2. **INVOCATION:**
3. **PLEDGE TO THE FLAG:**
4. **ROLL CALL:**
5. **VISITORS/CITIZENS COMMENTS:** At this time, any person with business before the Council not scheduled on the Agenda may speak to the Council for a maximum of three (3) minutes. No formal action can be taken on these items at this meeting.
6. **CONSENT AGENDA:**
 - a. Approve Minutes from the October 21, 2019 Meeting of the Board of Aldermen
 - b. Approve the Accounts Payable and Payroll Check Registers for the month of October 2019
 - c. Accept and Approve the Financial Statement for October 2019
7. **OLD BUSINESS:**
 - a. Discussion and possible action on a Go Texan Event at the 8th Avenue City Park.
8. **NEW BUSINESS:**
 - a. Discussion and possible action on approving the Proposed 2020 Holiday Schedule.
 - b. Discussion and possible action on approving Resolution No. 2019-11-18 approving an engagement agreement relating to bond counsel services with Bracewell LLP.
 - c. Discussion and possible action on authorizing the City Administrator / City Secretary to draft and seek Request for Qualifications for a financial advisor for the City of Teague as recommended by bond counsel.
 - d. Discussion and possible action on approving the Contract for Management Services with Traylor & Associates, Inc. for the pending 2019 Texas Community Development Block Grant Program Sewer Improvement Project.
 - e. Discussion and possible action on approving a monthly tie down fee for airplanes at the Teague Municipal Airport.
 - f. Discussion and possible action on approving the hangar proposal from Mike Steward.

Agenda November 18, 2019

Removed on _____ at _____ by _____

- g. Discussion and possible action on approving how to cast the City of Teague's 107 votes for the Board of Director of the Freestone Central Appraisal District; and approving the resolution of the votes cast for Board of Director Members of the Freestone Central Appraisal District.
- h. Discussion and possible action on approving the list of surplus items to sale.
- i. Discussion and possible action on approving the payment of invoice number 62158, dated July 2, 2019 from TRC Lockbox in the amount of \$12,000; and appropriating the funds from the Fund Reserve in the amount of \$12,000.
- j. Discussion and possible action on approving the updated service agreement with First Check Applicant Screening.
- k. Discussion and possible action on approving the request from Braun Intertec to drill a well and install a monitoring well, MW-7, at the southwest corner of the intersection of Cedar Street and 4th Avenue in the City Right-of-Way; and authorizing the Mayor to execute Texas Commission on Environmental Quality's Consent for Access to Property.
- l. Discussion and possible action on approving the Structural Engineering Services Proposal from TRC for the Old Power Plant Building located on Magnolia Street.
- m. Discussion and possible action on approving repairs to the Library and appropriating the necessary funds.

9. **EXECUTIVE SESSION** – In accordance with Texas Government Code, Section 551.001, et seq., the Board of Aldermen will recess into Executive Session (closed meeting) to discuss the following:

- a. § 551.074: Conduct an executive session as authorized by Texas Government Code, Section 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Employment: James Powell Public Works Department
- b. § 551.074: Conduct an executive session as authorized by Texas Government Code, Section 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Employment/Promotion: Robert Remaley, to Police Sergeant
- c. § 551.071: Consultation with Attorney regarding pending or contemplated litigation re: City of Teague v. City of Fairfield.
- d. § 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Facilities Agreement between the City of Teague, City of Fairfield, and Texas Department of Criminal Justice; Interlocal Definitive Agreement Between the City of Teague and the City of Fairfield; and Agreement Between the City of Teague and City of Fairfield regarding Record Retention.

10. **RECONVENE INTO OPEN SESSION** - In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

11. **PRESENTATION AND DISCUSSION OF DEPARTMENT HEAD REPORTS:**

Agenda November 18, 2019

Removed on _____ at _____ by _____

- Administration – Theresa Prasil, City Administrator
- Courts – Theresa Prasil, City Administrator
- Public Works – Jacob Cowling, Public Works Director
- Police Department – DeWayne Philpott, Chief of Police
- Library – Diane Willis. Librarian
- EDC

12. ANNOUNCEMENTS:

13. ADJOURN:

CERTIFICATION

I, Theresa Prasil, City Secretary of the governing body of the City of Teague, Texas, Do **HEREBY CERTIFY** that the above notice of the meeting of the governing body of the City of Teague, Texas is a true and correct copy of said notice posted at the City of Teague, Texas in a place convenient and readily accessible to the Public at all time.

Witness my hand and seal of the City of Teague, and posted on this 14th day of November 2019, at 2:30 p and will remain posted continuously for at least 72 hours preceding scheduled time of the meeting.




 Theresa Prasil, City Administrator/Secretary

Any person interested in attending the meeting with special communication or accommodations needs to contact City Hall 48 hours prior to the meeting at 254-739-2547 to make arrangements.
 “The City of Teague is an equal opportunity provider and employer.”

Agenda Item

6. CONSENT AGENDA

- a. Approve Minutes from the October 21, 2019 Meeting of the Board of Aldermen
- b. Approve the Accounts Payable and Payroll Check Registers for the month of October 2019
- c. Accept and Approve the Financial Statement for October 2019

As soon as Allyse has the Financial Report ready
I will forward it to each of you. Thanks.

A handwritten signature in black ink, appearing to be "John", written in a cursive style.

**MINUTES
CITY OF TEAGUE
BOARD OF ALDERMEN
REGULAR CALLED MEETING
OCTOBER 21, 2019 6:00 P.M.**

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT:** *The meeting was called to order at 6:00 P.M. by Mayor James Monks and a Quorum was announced with all present Aldermen seated at their respective places.*
2. **INVOCATION:** *Alderman Mathison*
3. **PLEDGE TO THE FLAG:** *Alderman Hertenberger*
4. **ROLL CALL:** *Present: James Monks, Mayor, Jerry Ballew, Mayor Pro Tempore / Alderman Place I, Rhonda Jones, Alderman Place II, Marie Hertenberger, Alderman Place III and Ryan Mathison, Alderman Place V Absent: Chris Nickleberry, Alderman Place IV*
5. **VISITORS/CITIZENS COMMENTS:** *At this time, any person with business before the Council not scheduled on the Agenda may speak to the Council for a maximum of three (3) minutes. No formal action can be taken on these items at this meeting.*
Drake Paris, resident, expressed his concerns and dissatisfaction with the water billing issues to include how his personal account was handled.

Courtney Hodge, resident and landlord, expressed her concerns about the current water billing issues and the amount of the utility deposit renters have to pay to open an account.
6. **CONSENT AGENDA:**
 - a. Approve Minutes from the September 9, 2019 Meeting of the Board of Aldermen
 - b. Approve Minutes from the September 16, 2019 Meeting of the Board of Aldermen
 - c. Approve Minutes from the October 2, 2019 Meeting of the Board of Aldermen
 - d. Approve the Accounts Payable and Payroll Check Registers for the month of September 2019
 - e. Accept and Approve the Financial Statement for August 2019
 - f. Accept the Investment Report for the 3rd Quarter of 2019*Alderman Ballew moved to approve Agenda Items 6 A through 6 F, seconded by Alderman Jones. Motion carried 4-0.*
7. **OLD BUSINESS:**
 - a. None
8. **NEW BUSINESS:**
 - a. Discussion and possible action on approving Ordinance 2019-10-21, an ordinance of the City of Teague, Texas ("City"), amending the City's Budget for Fiscal Year 2018-2019, providing that all other previous budget allocations shall be saved; and providing for severability and declaring an effective date.
Allyse Long, Bookkeeper, explained that the budget amendments being presented were included in the meeting packet and that the appropriate allocations have been completed. She asked, are there any questions.
City Administrator Prasil added, the amendments will not require additional funds from the Fund Reserve as the revenue surplus is sufficient to cover all of the overages. She also noted, approximately \$86,600 would be going back into the Fund Reserve at the close of the fiscal year.

Motion to approve item 8 A as written was made by Alderman Jones, seconded by Alderman Hertenberger. Motion carried 4-0.

- b. Discussion and possible action on recreating the position of Administrative Assistant in the Administration / Utility Office and appropriate the necessary funds for said position.
- City Administrator Prasil commented, this position was requested during the budget process but was not part of the approved budget. She continued by explaining the different duties this position would be responsible for which included helping with the administration and utility office overflow.*
- Mayor Monks stated, if anybody has any questions about the need for this position, you're more than welcome to come up and spend a couple hours and sit there and watch what goes on up here during the day.*
- City Administrator Prasil explained, overtime is at an all time high for the administration office and that the office staff are stretched way too thin. She continued by explaining, to help keep the budget under control when someone such as Allyse has a high amount of overtime, she has to take a day off which causes more strain on the other staff which puts everyone more behind.*
- Alderman Hertenberger asked, is the stress due to the new water meters or is it all the time or what?*
- Ms. Long replied, we are just drowning in paperwork, running the office, the water bills, but its working late hours, the phone constantly ringing and Theresa is busy and has a lot on her plate but she tries to help us all the time but the only time we can really get things done is after hours. She continued by explaining, this past Monday was a holiday, but she worked from 4 pm to 10 pm and Theresa worked 4 pm to midnight.*
- City Administrator Prasil explained, with what the law requires us to do and to operate under the law and legally, its hard and I'm sorry but I will not turn a blind eye. She continued by stating, if there is an ordinance or a law that says we have to do something then that's what we are going to do. She then stated, operating legally takes lots and lots of hours and that she does not leave her staff at City Hall because its not fair for them to have to work the long hours and that she will be right there beside them helping them. She continued by explaining due to some of the staff being so far behind on their job such as Allyse, she has taken all the extra responsibilities off of her because she can not get her own work done.*
- Alderman Hertenberger asked, why is that?*
- Ms. Long responded, because of the water bills and the municipal court and that she is not going to leave a co-worker who has little knowledge left out there to figure it out.*
- Alderman Hertenberger commented, pretty soon you wont have to do that, you won't have to be the court clerk.*
- Ms. Long responded, I am not the Court Clerk, I was trying to help Theresa.*
- City Administrator Prasil commented, Ms. Long has not worked in the courts in over 30 days due to her being so far behind, her sanity and to be honest to keep her employed. She continued by stating Ms. Long was going to leave working for the City, so to keep her I took all extra duties off of her because she is tired. She also stated, all of the office staff are tired, there is a lot of demand on the office staff and they are trying their best and she admitted that our customer service has lacked the past few months because everyone is stretched too thin and working 12-13 hour days they are exhausted.*
- Ms. Long commented, we sometimes don't get lunches and don't go home until maybe 9 or 10 pm and its hard.*
- Alderman Hertenberger asked Ms. Long, what are your duties exactly?*
- Ms. Long replied, I am the bookkeeper.*
- Alderman Hertenberger replied, I mean, you write the checks and you open the bills.*
- Ms. Long replied, bank reconciliations, accounts payable, accounts receivable, payroll, new hire paperwork. She continued by stating, there are a lot of things I do, back up the utility clerks, answer telephones and its hard and we would appreciate some help.*
- City Administrator Prasil commented, when there are special projects no matter what department it usually falls back on the administration office to help complete it. She explained, after completing some basic audits its obvious we do not have the necessary policies and procedures in place, we need job descriptions, records management needs an over haul and there are many other things that we need or*

have to do but can't because we do not have the man power nor the time. She welcomed anyone that would like to know how busy and demanding the office staff's jobs are to come down and spend some time with us at City Hall. She continued by explaining that, not just her but her staff have to juggle and sometimes reschedule doctors' appointments multiple times because there is no way to make the original scheduled appointments because of the workload at the time it is scheduled.

Alderman Mathison made a motion to approve item 8 B as written, seconded by Alderman Jones. Motion was amended by Alderman Ballew to include a rate of pay of \$12 per hour, seconded by Alderman Mathison. Amendment carried 4-0.

The motion carried 3-1 (Alderman Hertenberger voting nay)

- c. Discussion and possible action on approving temporarily modifying the office hours for the Administration / Utility Office on Wednesday's to close to the public at 12:00 P.M. for the months of November and December 2019.
City Administrator Prasil explained this time would allow for the City staff to be able to draft necessary policies and procedures that the City is lacking.

Alderman Ballew moved to approve Agenda Item 8 C as written, seconded by Alderman Mathison. Motion carried 3-1. (Alderman Hertenberger voting Nay)

- d. Receive presentation from the Christmas in the Park's Committee regarding the 2019 Festivities.
Brittany Brown, Christmas in the Park's Committee Chair presented the 2019 festivities plan.
- e. Discussion and possible action on approving Resolution No: 2019-10-21 which authorizes the submission of a grant for Routine Airport Maintenance Program (Ramp Grant) at the Teague Municipal Airport for Fiscal Year 2020, in an amount not to exceed \$50,000.00; and authorizing compliance with the grant terms; and authorizing the Mayor to act as the city's executive officer and authorized representative in all matters pertaining to the city's participation in the Texas Department Of Transportation Grant For Routine Airport Maintenance Program.
Motion to approve Agenda Item 8 E as written was made by Alderman Mathison, seconded by Alderman Hertenberger.
Alderman Ballew moved to amend the motion to change the amount to not to exceed \$55,000, seconded by Alderman Mathison. Amended Motion carried 4-0.
Motion carried 4-0.
- f. Discussion and possible action on approving the office building lease contract from Heart Of Texas Workforce Solutions for the Workforce Center located at 517 Main Street:
Alderman Ballew moved to approve Agenda Item 8 F as written, seconded by Alderman Jones. Motion carried 4-0.
- g. Discussion and possible action on approving the Flood Mitigation Project Grant Contract between the Texas Water Development Board and the City of Teague for the elevation project located at 28 Mimosa Lane.
Alderman Ballew moved to approve Agenda Item 8 G with the addition that the City Administrator will be appointed as the liaison between the City and the Texas Water Development Board, seconded by Alderman Jones. Motion carried 4-0.

- h. Discussion and possible action on approving the Elevation Project Agreement between the City of Teague and Ricky and Jo Ann Sims.
Alderman Ballew moved to approve Agenda Item 8 H with a contingency that any changes made by the City Attorney would be approved by the recipient Ricky and Jo Ann Sims, seconded by Alderman Hertenberger. Motion carried 4-0.
- i. Discussion and possible action on authorizing the City Administrator / Secretary to prepare and seek Request for Qualifications (RFQ) for a grant administrator for the Flood Mitigation Project Grant.
Alderman Ballew moved to approve Agenda Item 8 I with a change of the City Attorney rather than City Administrator / Secretary prepare the RFQ, seconded by Alderman Mathison. Motion carried 4-0.
- j. Discussion and possible action on approving the Teague Economic Development Corporations' requested changes to their by-laws.
Alderman Ballew moved to approve Agenda Item 8 J as presented, seconded by Alderman Hertenberger. Motion carried 4-0.
- k. Discussion and possible action on a Go Texan Event at the 8th Avenue City Park.
Mayor Monks explained that he was contacted by a member of the Freestone County Go Texan Committee regarding having their event at the 8th Avenue City Park. He explained that it is currently being held in Fairfield and it is their goal to have it in Teague and would include a barbecue cook off, horseshoe tournament, a dance, live music and other activities. He continued by stating, it is still in the planning stages and he believes the event would take place in April. He also stated, one thing that was discussed with the Go Texas committee is possibly considering looking into the ordinance regarding alcohol in the city park, such as a beer garden area that can be controlled. He noted that this event would bring in a large amount of people into our town to spend the weekend, eat here and spend money in our community.
Alderman Mathison commented, I personally, like the idea and am all for bringing any kind of organization to town which will help bring revenues for our small businesses.
City Administrator Prasil commented, the Mayor asked that I look at the distance the park is located from those properties that require a certain distance and she explained that the 300' mark from the school on North 10th would be located on the northside of the rodeo arena.
City Attorney Andy Messier commented, in some of our other cities they have a special events exception to allow for alcohol on city premises.
Alderman Jones asked, is there something that requires it to be in a closed in building?
City Administrator Prasil replied, some use barricades and roped off areas to designate the areas alcohol is allowed. She also commented, we would need to look at security measures such as additional police presence during the events.
Alderman Ballew asked, do you think someone from the group could make a presentation?
Mayor Monks responded, yes, tonight's item was to see if the Board of Aldermen would be interested in entertaining the idea.
- Alderman Ballew moved to postpone action on this item until our next regular scheduled meeting, seconded by Alderman Jones.*
Alderman Ballew amended the motion to include a representative from the Go Texan Committee, seconded by Alderman Mathison. Amended motion carried 4-0.
Motion carried 4-0.

At 7:30 P.M. Open Session convened into Executive Session

9. **EXECUTIVE SESSION** – In accordance with Texas Government Code, Section 551.001, et seq., the Board of Aldermen will recess into Executive Session (closed meeting) to discuss the following:
- a. § 551.074: Conduct an executive session as authorized by Texas Government Code, Section 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Employment: Melissa Bowles, Police Secretary / Deputy Court Clerk
 - b. § 551.072: Conduct an executive session as authorized by Texas Government Code, Section 551.071 to deliberate the purchase, exchange, lease, or value of real property: Upcoming lease renewal of the rodeo arena.
 - c. § 551.071: Consultation with Attorney regarding pending or contemplated litigation re: City of Teague v. City of Fairfield.
 - d. § 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Facilities Agreement between the City of Teague, City of Fairfield, and Texas Department of Criminal Justice; Interlocal Definitive Agreement Between the City of Teague and the City of Fairfield; and Agreement Between the City of Teague and City of Fairfield regarding Record Retention.
 - e. § 551.072: Conduct an executive session as authorized by Texas Government Code, Section 551.071 to deliberate the purchase, exchange, lease, or value of real property: Approve the Teague Economic Development Corporation's purchase of Project Expansion Design.

At 8:09 P.M. Executive Session convened into Open Session

10. **RECONVENE INTO OPEN SESSION** - In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Alderman Ballew moved to offer employment Melissa Bowles as Police Secretary/ Deputy Court Clerk at a rate of \$12 an hour, seconded by Alderman Mathison. Motion carried 4-0.

Alderman Ballew moved to begin preparing for negotiations by compiling the requirements necessary for the City, seconded by Alderman Mathison. Motion carried 4-0.

Alderman Ballew moved to propose to attend a settlement meeting with city of Fairfield in the next 30 days to seek to resolve all issues between the cities and the pending cases that the Mayor and two City Council Members, appointed by the Mayor, attend together with the City Administrator and/ or City Secretary and report back to each City Council, seconded by Alderman Mathison. Motion carried 4-0.

Alderman Ballew moved to take no action on Agenda Item 9 D, seconded by Alderman Hertenberger. Motion carried 4-0.

Alderman Ballew moved to approve the Teague Economic Development Corporation's purchase of Project Expansion Design, seconded by Alderman Jones. Motion carried 4-0.

11. PRESENTATION AND DISCUSSION OF DEPARTMENT HEAD REPORTS:

- Administration – Theresa Prasil, City Administrator
- Courts – Theresa Prasil, City Administrator
- Public Works – Jacob Cowling, Public Works Director
- Police Department – DeWayne Philpott, Chief of Police
- Library – Diane Willis. Librarian
- EDC

City Administrator Prasil presented the Administration and Court reports, followed by the department reports presented by Public Works Director Cowling, Police Chief Philpott, Librarian Willis and EDC's report.

12. ANNOUNCEMENTS: *None*

13. ADJOURN: *Mayor Monks adjourned the meeting at 8:32 P.M.*

The meeting adjourned.

The City of Teague,

Theresa Prasil, City Secretary / Adm

James Monks, Mayor

Positive Pay Report

11/12/2019 2:16:47 PM

Check Date	Check Number	Payee	Check Amount
Positive Pay Report	Pay Run 9/25/2019 - 10/8/2019	Check Date: 10/11/2019	
10/11/2019	DD100334	Douglas F Allen	1165.58
10/11/2019	DD100353	Rogelio Vasquez	806.5
10/11/2019	DD100352	Donald Thomas	762.2
10/11/2019	DD100351	Melissa L Satterwhite	356.42
10/11/2019	DD100350	Jordan Rushing	732.94
10/11/2019	DD100349	Robert Remaley	1096.19
10/11/2019	DD100348	Theresa E Prasil	2545.12
10/11/2019	DD100347	Darcy D Philpott	1598.67
10/11/2019	DD100346	Helen H Marek	536.45
10/11/2019	DD100345	Sydney A Long	1195.94
10/11/2019	35244	Norris Warren	836.65
10/11/2019	DD100344	Danielle Lee-Winston	1390.02
10/11/2019	DD100342	Beverly K Johnson	511.74
10/11/2019	DD100341	Miguel D Hutchison	1026.43
10/11/2019	DD100340	Robert Garcia	1513.29
10/11/2019	35243	Waylen G Crossley	1126.03
10/11/2019	DD100339	Jacob Cowling	1757.25
10/11/2019	DD100338	Christopher Condren	1091.35
10/11/2019	DD100337	John F Clifton II	1053.88
10/11/2019	DD100336	Mark A Clark	1167.93
10/11/2019	DD100335	Sandy Ashford	832.64
10/11/2019	DD100343	David Keale	1362.15
10/11/2019	DD100354	Anna D Willis	938.67

Positive Pay Report

11/12/2019 2:17:17 PM

Check Date	Check Number	Payee	Check Amount
Positive Pay Report	Pay Run 9/30/2019 - 9/30/2019	Check Date: 9/30/2019	
9/30/2019	35233	John F Clifton II	115.22

Positive Pay Report

11/12/2019 2:17:52 PM

Check Date	Check Number	Payee	Check Amount
Positive Pay Report	Pay Run 10/9/2019 - 10/22/2019	Check Date: 10/25/2019	
10/25/2019	DD100377	Douglas F Allen	1011.65
10/25/2019	DD100397	Rogelio Vasquez	933.1
10/25/2019	DD100396	Donald Thomas	698.82
10/25/2019	DD100395	Melissa L Satterwhite	54.02
10/25/2019	DD100394	Angela Sargent	525.04
10/25/2019	DD100393	Jordan Rushing	607.82
10/25/2019	DD100392	Robert Remaley	1604.15
10/25/2019	DD100391	Theresa E Prasil	2545.12
10/25/2019	DD100390	Darcy D Philpott	1598.67
10/25/2019	35266	Norris Warren	840.53
10/25/2019	DD100389	Helen H Marek	529.04
10/25/2019	DD100387	Danielle Lee-Winston	1174.22
10/25/2019	DD100386	David Keale	1397.2
10/25/2019	DD100385	Beverly K Johnson	589.04
10/25/2019	DD100384	Miguel D Hutchison	1177.78
10/25/2019	DD100383	Robert Garcia	1113.82
10/25/2019	35265	Waylen G Crossley	1234.99
10/25/2019	DD100382	Jacob Cowling	1757.25
10/25/2019	DD100381	Christopher Condren	818.71
10/25/2019	DD100380	John F Clifton II	1996.28
10/25/2019	DD100379	Mark A Clark	1338.85
10/25/2019	DD100378	Sandy Ashford	723.5
10/25/2019	DD100388	Sydney A Long	1074.66
10/25/2019	DD100398	Anna D Willis	788.06

City of Teague
 Payment Listing Report
 10/1/2019 to 10/31/2019

11/12/2019 2:15 PM

Check #	Vendor	Invoice Number	Invoice Date	Invoice Description	Invoice Amount	Payment Amount	Check Date	Payment Type
	Canon Financial Service	20675302	10/22/2019	Copier Rental	325.00	325.00	10/29/201	BankDraftEChec
	Atmos Energy	3025090221 10.1	10/14/2019	400 Cedar St	53.62	53.62	10/22/201	BankDraftEChec
	Atmos Energy	3037343604 10.1	10/10/2019	105 S 4th Ave	49.53	49.53	10/18/201	BankDraftEChec
	Atmos Energy	3037343882 10.9.	10/9/2019	400 Main St	49.53	49.53	10/18/201	BankDraftEChec
	Atmos Energy	3037344176 10.9.	10/9/2019	518 Magnolia St	49.53	49.53	10/31/201	BankDraftEChec
	Atmos Energy	3037344550 10.1	10/14/2019	509 Main St	67.68	67.68	10/22/201	BankDraftEChec
	Atmos Energy	3037344783 10.1	10/11/2019	808 N 8th Ave	49.53	49.53	10/18/201	BankDraftEChec
	Atmos Energy	3037344970 10.1	10/14/2019	315 Main St	53.62	53.62	10/22/201	BankDraftEChec
	Northland Communicati	503-076727 1018	10/18/2019	City Hall Internet	113.39	113.39	10/25/201	BankDraftEChec
	Northland Communicati	503-084954 10.18	10/18/2019	Library Internet	80.99	80.99	10/22/201	BankDraftEChec
	Northland Communicati	503-087734 10.18	10/18/2019	Fire Dept Internet	80.99	80.99	10/25/201	BankDraftEChec
	Northland Communicati	503-542826 1018	10/18/2019	Police Dept Internet	113.39	113.39	10/25/201	BankDraftEChec
	Fuelman	NP57078066	10/14/2019	City Fuel Purchases	701.56	701.56	10/22/201	BankDraftEChec
	Fuelman	NP57101302	10/21/2019	City Fuel Purchases	387.65	387.65	10/25/201	BankDraftEChec
	Fuelman	NP57130516	10/28/2019	City Fuel Purchases	338.89	338.89	10/29/201	BankDraftEChec
	INTERNAL REVENUE SE	PY10112019	10/11/2019	Biweekly Payroll 10/11/2	8,544.36	8,544.36	10/11/201	BankDraftEChec
35259	TRC Lockbox	64213	10/4/2019	CIP Cost Estimating Servi	12,967.50	12,967.50	10/11/201	Check
35262	Lott Physical Therapy &	2515156	10/8/2019	Hutchison Drug Testing	69.00	69.00	10/11/201	Check
35267	Aggregate Haulers LP	803558	10/4/2019	5 loads and Haul Price	683.85	683.85	10/23/201	Check
35267	Aggregate Haulers LP	804177	10/5/2019	1 load and Haul Price	139.09	139.09	10/23/201	Check
35268	Allen, Douglas	10.2019	10/9/2019	Per Diem for School	120.00	120.00	10/23/201	Check
35269	Arrezola, Maria	10.2019	10/7/2019	Refund Deposit and Conn	125.00	125.00	10/23/201	Check
35270	AT&T	8981710508	10/5/2019	PD Collaborative	277.68	277.68	10/23/201	Check
35271	Bayless, Karen	119306	10/1/2019	Utility Deposit Refund	24.64	24.64	10/23/201	Check
35272	Bio Chem Lab Inc.	16442-0919	10/4/2019	September 2019 Analysis	796.00	796.00	10/23/201	Check

City of Teague
 Payment Listing Report
 10/1/2019 to 10/31/2019

11/12/2019 2:15 PM

Check #	Vendor	Invoice Number	Invoice Date	Invoice Description	Invoice Amount	Payment Amount	Check Date	Payment Type
35273	Caselle Inc	97822	10/1/2019	Contract Support and Mai	888.00	888.00	10/23/201	Check
35274	Cengage Learning	68672590	10/3/2019	Books	117.56	117.56	10/23/201	Check
35274	Cengage Learning	68681083	10/4/2019	Books	53.58	53.58	10/23/201	Check
35274	Cengage Learning	68696628	10/7/2019	Books	521.50	521.50	10/23/201	Check
35274	Cengage Learning	68711785	10/9/2019	Books	17.60	17.60	10/23/201	Check
35275	Certified Laboratories	3719242	10/15/2019	Bioamp I Program	705.00	705.00	10/23/201	Check
35276	Chadus Garage	569781	10/9/2019	Swapped 2 tires on 2 diff	40.00	40.00	10/23/201	Check
35276	Chadus Garage	569782	10/9/2019	Tire Replacement and Tir	275.90	275.90	10/23/201	Check
35277	Clifton, John	10.2019	10/9/2019	John Per Diem for Class	90.00	90.00	10/23/201	Check
35278	Consuelo Stone	1637.21	10/7/2019	Utility Deposit Refund	35.10	35.10	10/23/201	Check
35279	Datamax Inc.	1476741	10/15/2019	Contract for October to N	175.74	175.74	10/23/201	Check
35280	DPC Industries Inc	767005251-19	10/7/2019	2 Chlorine and Hazardous	227.30	227.30	10/23/201	Check
35280	DPC Industries Inc	767005252-19	10/7/2019	Chlorine and Hazardous	113.65	113.65	10/23/201	Check
35281	Express Electric	2092	10/11/2019	Re-wired and createdcx d	625.22	625.22	10/23/201	Check
35282	Franklin Legal Publishin	2006426	10/1/2019	DocVault uploads 7/16/19	240.00	240.00	10/23/201	Check
35283	Freestone County Treas	10.15.19	10/15/2019	9503 Parcels @ \$.75 per	7,127.25	7,127.25	10/23/201	Check
35284	Garcia, Robert	10.2019	10/9/2019	Per Diem School	120.00	120.00	10/23/201	Check
35285	Johnson Lab & Supply I	226289-000	10/9/2019	Fire Hydrants	2,025.83	2,025.83	10/23/201	Check
35285	Johnson Lab & Supply I	226315-000	10/11/2019	Meter Boxes and Lids	2,115.00	2,115.00	10/23/201	Check
35285	Johnson Lab & Supply I	226326-000	10/11/2019	Water and Sewer Material	7,687.12	7,687.12	10/23/201	Check
35286	Lyle Oil Co Inc	17369	10/8/2019	Diesel Fuel and Unleaded	4,132.88	4,132.88	10/23/201	Check
35287	McDaniel, Patricia	4908-4	10/1/2019	Books	25.00	25.00	10/23/201	Check
35288	Medical Surgical & Com	13895	10/4/2019	Pre-employment Screenin	157.50	157.50	10/23/201	Check
35289	MES - Texas	SO1309038	10/11/2019	2 Bunker Gear Sets	4,680.00	4,680.00	10/23/201	Check
35289	MES - Texas	SO1309092	10/11/2019	Custom Coat, Pants, & Su	659.00	659.00	10/23/201	Check

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Check #	Vendor	Invoice Number	Invoice Date	Invoice Description	Invoice Amount	Payment Amount	Check Date	Payment Type
35290	Messer Fort & McDonald	10658	10/14/2019	Legal Matters	3,019.60	3,019.60	10/23/201	Check
35290	Messer Fort & McDonald	10660	10/14/2019	TDCJ Legal Matters	3,032.30	3,032.30	10/23/201	Check
35290	Messer Fort & McDonald	10661	10/14/2019	Texas Water Development	1,554.00	1,554.00	10/23/201	Check
35291	Omnibase Services of Te	319-102081	10/3/2019	3rd Quarter Activity- 201	132.00	132.00	10/23/201	Check
35292	Quill Corporation	1671064	10/3/2019	Office Supplies	346.54	346.54	10/23/201	Check
35293	Teague Auto Parts	20QI4184	10/15/2019	Fuel Cleaner, and Oil	488.49	488.49	10/23/201	Check
35293	Teague Auto Parts	20QI6386	10/17/2019	Partsmaster Battery	150.29	150.29	10/23/201	Check
35294	TML Health	2019-11	10/16/2019	Employee Insurance	11,360.86	11,360.86	10/23/201	Check
35295	UniFirst Holdings Inc	844 0873121	10/1/2019	Uniforms	148.57	148.57	10/23/201	Check
35295	UniFirst Holdings Inc	844 0874014	10/8/2019	Uniforms	124.97	124.97	10/23/201	Check
35296	USA Blue Book	029348	10/4/2019	Pipe Locator	182.04	182.04	10/23/201	Check
35296	USA Blue Book	030551	10/7/2019	Metal Detector	585.00	585.00	10/23/201	Check
35297	Utilize IT Inc	47117	10/1/2019	IT Contract for October 2	1,730.00	1,730.00	10/23/201	Check
35298	Wills Equipment Service	001538	10/2/2019	Weld Cracked Lift Arm, R	856.23	856.23	10/23/201	Check
35299	UNITED STATES POSTAL	10.2019	10/25/2019	Postage for Water Bills 10	445.76	445.76	10/28/201	Check
35300	Bi-Stone Pest Control	5550 MT	10/15/2019	Monthly Pest Control	55.00	55.00	10/28/201	Check
35301	Michael Frederick	712596	10/1/2019	Bunny Love Book	24.00	24.00	10/28/201	Check
35302	Miguel Hutchison	1540	10/1/2019	\$1000.00 Incentive Pay C	1,000.00	1,000.00	10/28/201	Check
35303	Northern Safety Co Inc	903661847	10/9/2019	Gauge Booster Cable, Wa	268.24	268.24	10/28/201	Check
35304	Perez, Maria	101219	10/12/2019	Community Center Depos	150.00	150.00	10/28/201	Check
35305	Red Dot Buildings	19288-2	10/22/2019	PO#11221 Pavilion Const	20,549.60	20,549.60	10/28/201	Check
35306	TML IRP	100519	10/5/2019	Annual Insurance Paymen	78,523.48	78,523.48	10/28/201	Check
35307	AT&T	10.2019	10/15/2019	City Telephone Bills	1,933.35	1,933.35	10/29/201	Check
35308	Cengage Learning	68750258	10/16/2019	Book	29.59	29.59	10/29/201	Check
35308	Cengage Learning	68750665	10/16/2019	Book	26.99	26.99	10/29/201	Check

City of Teague
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Check #	Vendor	Invoice Number	Invoice Date	Invoice Description	Invoice Amount	Payment Amount	Check Date	Payment Type
35308	Cengage Learning	68788995	10/23/2019	Book	24.00	24.00	10/29/201	Check
35309	Creative Product Source	CPI082011	10/16/2019	Asst Gourmet Chocolate	168.21	168.21	10/29/201	Check
35310	EDC	10.2019	10/11/2019	25% Sales Tax	11,184.97	11,184.97	10/29/201	Check
35311	Galls	013595840	10/1/2019	Blauer B-Dry 3 Season D	155.97	155.97	10/29/201	Check
35312	George Ray Mount	9.2019	10/1/2019	Psychological Evaluation-	100.00	100.00	10/29/201	Check
35313	MT Library Services Inc	J123029	10/18/2019	HIMp Category - High Int	235.20	235.20	10/29/201	Check
35314	Point Enterprise W.S.C.	600 10.2019	10/25/2019	Airport Water Bill	21.17	21.17	10/29/201	Check
35315	Prasil, Theresa	10.2019	10/29/2019	3 days Per Diem for Semi	90.00	90.00	10/29/201	Check
35316	ProSource Specialties	36333CC	10/16/2019	250 Mood Cups for SRP 2	743.88	743.88	10/29/201	Check
35317	RDJ Specialties Inc.	111942	10/16/2019	250 Erasers for SRP 2020	329.97	329.97	10/29/201	Check
35318	Serna Services	10930	10/22/2019	Need to add low ambiot c	150.00	150.00	10/29/201	Check
35319	Williams, Chad	10282019	10/28/2019	Contract Mowing for Nove	7,448.33	7,448.33	10/29/201	Check
35320	Willis, Diane	10.2019	10/23/2019	Mileage for Transporting	139.20	139.20	10/29/201	Check
Total					<u>206,625.55</u>	<u>206,625.55</u>		

Agenda Item

7. OLD BUSINESS

- a. Discussion and possible action on a Go Texan Event at the 8th Avenue City Park.

At the October 21st meeting the Board of Aldermen's action was for this item to be brought back at the next called meeting with a member of the Go Texan Committee present. It is my understanding that the Go Texan Committee is having a meeting on 11/18/19 to discuss this item, so we are asking that this item be tabled until our next meeting.

Agenda Item

8. NEW BUSINESS

- a. Discussion and possible action on approving the Proposed 2020 Holiday Schedule.

**CITY OF TEAGUE
PROPOSED HOLIDAY SCHEDULE
2020**

January 1 st	New Year's Day
January 20 th	Martin Luther King, Jr. Birthday
February 17 th	President's Day
April 10 th	Good Friday
May 25 th	Memorial Day
July 3 rd	Independence Day
September 7 th	Labor Day
October 12 th	Columbus Day
November 11 th	Veterans Day
November 26 th	Thanksgiving Day
November 27 th	Day After Thanksgiving
December 24 th	Christmas Eve
December 25 th	Christmas Day
December 31 st ½ day	New Year's Eve
Floating Holiday	Employee's Birthday after completing one year of employment with the City

Agenda Item

8. NEW BUSINESS

- b. Discussion and possible action on approving Resolution No. 2019-11-18 approving an engagement agreement relating to bond counsel services with Bracewell LLP.

At the August 19, 2019 the Board of Aldermen approved the employment of Bracewell LLP as the City's Bond Counsel which requires the Board to now approve the letter of engagement.

RESOLUTION NO. 2019-11-18

A RESOLUTION OF THE CITY OF TEAGUE, TEXAS APPROVING AN
ENGAGEMENT AGREEMENT RELATING TO BOND COUNSEL SERVICES

WHEREAS, the City of Teague, Texas (the "City") plans to issue bonds or other obligations from time to time for various public purposes authorized by Texas statutes; and

WHEREAS, the City desires to engage competent, experienced bond counsel services for the issuance of these bonds and other obligations; and

WHEREAS, Bracewell LLP ("Bracewell" or the "Firm") is a nationally recognized law firm providing bond counsel services; and

WHEREAS, the City and the Firm desire to enter into an engagement agreement (the "Engagement Agreement") that sets forth the agreement between the parties with respect to bond counsel services;

NOW THEREFOR BE IT RESOLVED BY THE CITY OF TEAGUE, TEXAS;

SECTION 1. The recitals set forth in the preamble of this Resolution are true and correct in all material respects.

SECTION 2. It is hereby found, determined and declared that there is a substantial need for Bracewell's legal services; the legal services cannot be adequately performed by the attorneys and supporting personnel of the City; and the legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which the services will be obtained and the compensation for such services will be paid from the proceeds of the bonds or other obligations issued by City.

SECTION 3. The City Council of the City (the "City Council") approves the Engagement Agreement by and between the City and Bracewell in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the Mayor or City Manager, and the Mayor or City Manager is hereby authorized to execute such Engagement Agreement and this Resolution and the City Secretary may attest such signature.

SECTION 4. It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at the location and the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. It is further found, determined and declared that sufficient written notice of the Engagement Agreement was posted as required by Chapter 2254, Texas Government Code. The City Council further ratifies, approves and confirms such written notices and the contents and posting thereof.

[Signature Page Follows]

PASSED & APPROVED this, the 18th day of November 2019, by a vote of _____ (*ayes*) to _____ (*nays*) to _____ (*abstentions*) of the Board of Aldermen of Teague, Texas.

CITY OF TEAGUE:

by: _____
James Monks, Mayor

ATTEST:

Theresa Prasil, City Administrator/Secretary

EXHIBIT A
BRACEWELL ENGAGEMENT AGREEMENT

Agenda Notice for Open Meetings Act

A RESOLUTION OF THE CITY OF TEAGUE, TEXAS APPROVING AN ENGAGEMENT AGREEMENT WITH BRACEWELL LLP RELATING TO BOND COUNSEL SERVICES

1. The City of Teague, Texas (the “City”) desires to issue bonds and other obligations from time to time for various public purposes authorized by Texas Statutes, in order to finance or refinance various public projects;
2. Bracewell LLP’s (“Bracewell” or the “Firm”) is a full service firm that includes a national public finance practice and has the necessary competence, qualification and experience to serve as bond counsel for the City.
3. The City and Bracewell do not have any prior engagements or relationships or other information regarding the nature of any relationships between the political subdivision and the firm as described in §2254.1036(c) of the Texas Government Code.
4. The City’s attorneys and supporting personnel do not have the required experience, qualifications or resources to adequately perform bond counsel services for the issuance of bond or other obligations;
5. Given the nature of bond counsel services and the source of payment therefor (being from the proceeds of bonds or other obligations issued by the City), such legal services cannot reasonably be obtained from attorneys in private practice under a contract providing for the payment of hourly fees without contingency; and
6. Entering into a contingent fee contract with Bracewell for bond counsel services is in the best interest of the residents of the City as the City will have competent, qualified and experienced counsel to advise on the issuance of the bonds and other obligations, and the provision of such legal services will not financially impact the City as the compensation for such services will be paid from the proceeds of such bonds or other obligations.

November 18, 2019

The Honorable Mayor and City Council Members
City of Teague, Texas
105 South 4th Avenue
Teague, Texas 75860

Dear Honorable Mayor and City Council Members:

We are pleased to set forth in this letter the terms of our engagement as bond and finance counsel for the City of Teague, Texas (the "City") in connection with its issuance from time to time of bonds and other debt instruments, and such other general finance matters as may be referred to us from time to time. We appreciate the confidence you have shown in Bracewell LLP ("Bracewell" or "Firm") and look forward to this opportunity to represent your interests.

It is our practice to confirm the terms and conditions of our engagements, and that is the purpose of this Engagement Letter and the attached Terms of Engagement. This engagement has been approved by Bracewell subject to the conditions described in this letter.

Scope of Engagement

We agree that our services as Bond Counsel will include the following services:

1. Attendance at all meetings of the City as required or requested in connection with the planning and authorization of Bonds, including consultation on federal income tax matters;
2. Preparation of the ordinances of the City authorizing issuance of Bonds, together with all other legal documents comprising the transcript of proceedings for authorization and issuance of Bonds and other debt instruments;
3. Preparation of and submission to the Attorney General of Texas of a transcript of proceedings for the Bonds to obtain the approval of the Attorney General and registration of the Bonds by the Comptroller of Public Accounts of Texas;

Julie M. Partain
Counsel

T: +1.214.758.1606 F: +1.800.404.3970
1445 Ross Avenue, Suite 3800, Dallas, Texas 75202-2724
julie.partain@bracewell.com bracewell.com

The Honorable Mayor and City Council Members

November 18, 2019

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4. Preparation and filing of legal documents required under federal income tax law for the Bonds, and the preparation of and delivery to the City of a Letter of Instructions with respect to the federal income tax treatment of Certificate proceeds;
5. Representation of the City at the closing of the sale of the Bonds, including preparation of all closing documents; and
6. If appropriate, the delivery at closing of our approving opinion as to the validity of the Bonds under Texas law, and the exclusion of interest on the Bonds from gross income of the holders under federal income tax law.

The services outlined above do not include such matters as services as disclosure counsel in connection with the sale of the Bonds, work on post closing federal tax or disclosure issues, obtaining IRS rulings or clarifications of federal tax law, presentations to rating agencies or bond insurers, or "blue sky" or securities registration services. We will be pleased to provide legal services in connection with any matters not included in paragraphs 1 through 6 above, but we believe that such additional services, if requested by the City, should be the subject of an addendum to this letter or a separate letter of engagement. Our representation of the City with respect to Bonds will end upon the closing for the Bonds.

This Engagement Letter may be supplemented to reflect new matters or issues that deviate from the current engagement in scope, billing arrangements, complexity, risk, or that otherwise require a substantial change in terms and conditions. The Terms of Engagement, however, will govern all projects and engagements for Client.

Fees, Expenses and Billing with Respect to Services

Our fees with respect to the Bonds shall be payable at the time of delivery of the Bonds to the purchaser thereof outlined in Exhibit A. Occasionally, the City may request us to perform miscellaneous legal services not related to a specific issue of the Bonds, including assisting the City with economic development projects. We propose that such services be performed on an hourly basis according to our discount hourly rates charged to other clients and billed monthly.

Conflicts of Interest: Applicable Standard

For purposes of evaluating conflicts of interests, you acknowledge that Bracewell relies upon the Texas Disciplinary Rules of Professional Conduct. Bracewell may represent other clients that may be adverse to your interests in substantially unrelated matters, and it may represent other clients within the same industry.

The Honorable Mayor and City Council Members
November 18, 2019
Page 3

Alternative Dispute Resolution

Disputes arising under or pertaining to this engagement shall be resolved, if possible, by a non-binding mediation conducted by a mutually acceptable mediator at a location acceptable to the City and Bracewell. The mediation process may be initiated by a written request with a list of acceptable mediators and site for the proceeding.

Conclusion

You are encouraged to discuss the terms of this engagement letter with the independent counsel of your choice. Please call me if you wish to discuss any aspect of this engagement.

If this Engagement Letter, including the provisions in the attached Terms of Engagement, correctly reflects your understanding of the terms and conditions of our representation, please sign the enclosed copy of this letter in the space provided and return one original to Bracewell.

The Honorable Mayor and City Council Members
November 18, 2019
Page 4

Thank you again for the opportunity to represent you in this matter.

Very truly yours,

Bracewell LLP

By: _____
Name: Julie Melton Partain

Attachments

AGREED AND ACCEPTED:

CITY OF TEAGUE, TEXAS

By: _____

Its: _____

Date: _____

EXHIBIT A

Proposed Fees for Bond Counsel Services for Routine Debt Issues

<u>Proceeds Amount</u>	<u>Fee</u>
First \$1 million	\$7,500.00 minimum fee
\$1 million to \$3 million	\$10,000.00 plus \$1.25 per \$1,000 proceeds amount
Over \$3 million to \$5 million	\$15,000.00 plus \$1.15 per \$1,000 proceeds amount
Over \$5 million to \$10 million	\$20,000.00 plus \$1.00 per \$1,000 proceeds amount
Over \$10 million to \$20 million	\$25,000.00 plus \$1.00 per \$1,000 proceeds amount
Over \$20 million	\$30,000.00 plus \$0.75 per \$1,000 proceeds amount

Fees for refundings will be based on the same schedule times 1.50

Variable Rate Bonds (with third party credit or liquidity enhancement)

Same as above, plus an amount to be agreed upon in advance based on complexity of each transaction.

Fees for Bond Counsel Services for Calling and Conducting a Bond Election

The services related to preparing for, calling and conducting a bond election, including, preparation of City Council agenda items and other documents calling a bond election, drafting bond propositions and ballots, canvassing the results thereof, drafting and submitting notice to the County Elections Administrator, scheduling and arranging for publication and posting of notices ordinances, and all other required documents, the preparation and securing execution of affidavits of publication and posting, arranging for the translation of election documents into Spanish as required by law, and submitting election documents to the U.S. Justice Department – Voting Rights Section for preclearance purposes (if required again by law), will be provided for a flat fee of \$15,000.00, plus expenses as described below. We will also advise on any related ethical issues and review any voter information materials for compliance with state law and contract with the voter considerations. Such election fee shall be payable for the proceeds of the first bond issue after the election.

Texas Water Development Board (TWDB) Transactions

Same as above, plus \$7,500 for CWSRF and DWSRF Bond issues. For other TWDB Bond issues, fees to be agreed upon in advance based on complexity of each transaction.

Public Improvement District Financings

For fees relating to the creation of a public improvement district (a "PID") and levy of assessments, including the negotiation of development or financing agreements we will bill the City based a fee separate from Bracewell's bond counsel fee for PID Bonds and based on our hourly billing rates. We will negotiate the amount of such fee at the outset of each PID financing.

PID Bond Counsel Fees

For Bracewell's services as bond counsel in connection with the authorization, issuance and sale of any

PID Bonds, the City will pay Bracewell, solely from the proceeds of sale of each issue or installment of the PID Bonds, an amount equal to

- 1) 2% of the first \$5,000,000 in principal amount of such PID Bonds; and
- 2) 1.5% of the principal amount of such PID Bonds above \$5,000,000 in principal amount of such PID Bonds.

This above fee schedule shall be applicable to each separate issue or installment of the PID Bonds but shall only be due with respect to PID Bonds actually issued, sold and delivered. Bracewell's fee for bond counsel services for any separate issue or installment of the PID Bonds shall not be less than \$50,000.00. Our fee for serving as bond counsel on any issue of refunding PID Bonds will be 1% of the principal amount of such PID Bonds, but not less than \$35,000.00.

Other Matters

When and as requested and with the fees to be agreed upon in advance.

2. In the event that the voters of the City do not approve bonds, list any preauthorized expenses for which reimbursement may be claimed.

In the event that the voters of the City do not approve bonds, we would charge a flat fee of \$5,000.00

BRACEWELL LLP

TERMS OF ENGAGEMENT

Introduction

These are the Terms of Engagement adopted by Bracewell LLP ("Bracewell") and the addressee of the preceding Engagement Letter ("Client") and referred to in our Engagement Letter as the basis for our representation. Because they are an integral part of our agreement to provide representation, we ask that you review this document carefully and retain it for your files. If you have any questions after reading it, please promptly inform your principal contact at the Firm.

Client of the Firm

Because Bracewell has been engaged to represent the Client only, the engagement does not include the Client's family members, affiliated or related entities, or their respective individual officers, directors, partners, equity owners or employees.

Unless otherwise specifically stated in the Engagement Letter, our representation does not include any parent, subsidiary, or affiliated entity; employee, officer, director, shareholder, member or partner of an entity; or, any commonly owned entity. For any trade association, our representation does not include any member of the trade association; and for individuals, our representation does not include any employer, partner, spouse, sibling, or other family member. In the event we are asked to undertake representation of any other entity in connection with this engagement, we will do so only by agreement defined in the Engagement Letter. By execution of the Engagement Letter, Client consents to Bracewell's use of the name and a generic description of the transaction in Bracewell marketing materials. Confidential Client information will not be included in such materials.

Our Relationship with Others and Conflicts of Interest

Conflict of Interest is a concern for Bracewell and its clients. We attempt to identify actual and potential conflicts at the outset of each engagement. Unfortunately, conflicts sometimes arise or become apparent after work begins on an engagement. When that happens, we will do our best to address and resolve the situation in the manner that best serves the interests of all of our affected clients.

Client and Bracewell agree that matters relating to legal ethics and professionalism, including Conflicts of Interest, will be resolved by the Texas Disciplinary Rules of Professional Conduct.

Bracewell accepts this engagement on the understanding that our representation of you will not preclude us from accepting another engagement from a new or existing client provided that (1) such engagement is not substantially related to the subject matter of services we provide to you and (2) such other engagement would not impair the confidentiality of related client information.

Staffing the Project

In most cases, one attorney will be your primary contact. In order to provide you with the expertise of our firm, and to provide services on a cost effective basis, that attorney will delegate parts of your work to other lawyers, paralegals and professionals.

Billing Arrangements and Terms of Payment

Fees for professional services and expenses are not contingent on the outcome of the project, unless expressly stated in the Engagement Letter.

Unless expressly stated in the Engagement Letter, Bracewell issues invoices on a periodic basis, normally each month, for fees and expenses. Invoices are due on receipt and are considered past due 30 days after receipt.

Clients frequently ask us to estimate the fees and other charges they are likely to incur in connection with a particular matter. Any estimate is based on professional judgment and facts and circumstances that appear at the time. As such, any estimate is subject to the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated.

It may be necessary for us to retain third parties, such as consultants, experts and investigators, in order to represent you adequately. In that event, you will be responsible for the prompt payment of the invoices of those third parties. Although we may advance third-party disbursements in reasonable amounts, we will ask you to pay larger third-party invoices (usually those over \$500) directly to the third party providing the services.

If the representation will require a concentrated period of activity, such as a trial, arbitration, or hearing, we reserve the right to require the payment of all amounts owed and the prepayment of the estimated fees and expenses to be incurred in completing the trial, arbitration, or hearing, as well as arbitration fees likely to be assessed. If you fail to pay timely the estimated fees and expenses, we will have the right to cease performing further work and the right to withdraw from the representation, subject to any applicable rules of court or other applicable tribunal.

Although an insurer's payment of defense costs may be applied to billings of the firm, the payment obligation remains with you. Failure of any insurer to pay all or part of the billings for this project does not relieve you from the obligation to pay billings in full and in a timely manner.

Taxes

The Client agrees that all payments under the Engagement Letter shall be payable to Bracewell in U.S. Dollars, free and clear of any and all present and future taxes, levies, imposts, duties, deductions, withholdings, fees, liabilities and similar charges (the "Taxes"). If any Taxes are required to be withheld or deducted from any amount payable under the Engagement Letter, then the amount payable under the Engagement Letter shall be increased to the amount which, after deduction from such increased amount of all Taxes required to be withheld or deducted therefrom, will yield to Bracewell the amounts stated to be payable to Bracewell under the Engagement Letter.

Termination

Because Bracewell has been engaged to provide services in connection with the representation specifically defined in our Engagement Letter, the attorney-client relationship terminates upon our completion of those services.

You may terminate the engagement at any time, with or without cause, by notifying us in writing. The firm also can terminate the engagement before the completion of its representation of you in the specified matter if (a) the continued representation would result in a violation of the applicable rules of professional conduct or other law; (b) the termination can be accomplished without material adverse effect on your interests; (c) you persist in a course of action that Bracewell reasonably believes is criminal or fraudulent, or you have used our services to perpetrate a crime or fraud, (d) the firm has a fundamental disagreement with the objective or tactics in this engagement; (e) you deliberately and substantially fail to discharge an obligation regarding this engagement, including the payment of fees and expenses and the duty of cooperation as provided in the Terms of Engagement; or (f) other good cause for termination exist. In the event that the firm intends to terminate the engagement, the firm will give reasonable notice and allow you access to your files relating to this engagement.

For purposes of this Engagement Letter, this engagement terminates upon written notice of termination by Client or by Bracewell.

The termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred before termination and in connection with an orderly transition of the project.

After completion of the representation, however, changes may occur in the applicable laws or regulations that could affect your future rights and liabilities in regard to the matter. Bracewell has no continuing obligation to give advice with respect to any future legal developments that may relate to the project.

Retention of Client Files

Client files are limited to: materials supplied by Client; final contracts; estate planning documents, deeds and corporate records; and, routine correspondence related to this engagement. At the close of any matter, Client files may be returned to you, sent to a private storage facility, archived for a

limited time or destroyed. The attorney closing the file will determine, at his or her discretion, the disposition of Client files, unless you make a specific written request that they be returned.

Your request for return of Client files must be delivered to Bracewell no later than 120 days after the last substantive service relating to the closed matter. A substantive service does not include audit letter research and preparation, or any other service that does not directly relate to the substantive discharge of a Client engagement. Your request must be specific and designate your representative to receive the files. Client is responsible for paying the reasonable cost to retrieve, duplicate and deliver the Client files.

Bracewell adopted a program of document retention and management of electronically stored information, including regular deletion of outdated, corrupt or useless files. Such program may change from time-to-time.

It is important for Client to alert Bracewell in advance of special treatment, sensitive information, retention requirements and other unique conditions pertaining to Client files. Client agrees that it will notify Bracewell in a timely, written and specific manner, concerning any requirement for special or unusual handling or attention of its Client files. This includes any statutory or regulatory requirements relating to confidentiality and retention of Client files.

Bracewell Files

You agree that Bracewell will own and retain its own files and any related electronically stored information pertaining to the engagement. You will not have the right or ability to require us to deliver such files and records (or copies thereof) to you. Examples of Bracewell files and records are: firm administrative records, financial files and documents, time and expense reports, personnel and staffing materials, credit and accounting records, electronic mail correspondence (other than such correspondence which was sent to you by a member of our firm) and internal lawyer's work product, such as drafts, notes, memoranda and legal and factual research, including investigative reports prepared by or for the internal use of lawyers. Further, at the discretion of the responsible partner for the project in question, we may destroy any such documentation which is the property of Bracewell or any documentation which such partner determines to be duplicative or unnecessary in all cases without having to obtain your consent.

Choice of Law

Because Bracewell performs legal services in a number of jurisdictions, for consistency and predictability, the Client and Bracewell agrees that the Texas Disciplinary Rules of Professional Conduct (found at www.texasbar.com or www.txethics.org) will govern all issues of legal ethics and professionalism.

Disclaimer

We cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts

and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control.

Either at the commencement or during the course of the representation, we may express opinions or beliefs about the matter or various courses of action and the results that might be anticipated. Any expressions on our part concerning the outcome of the representation, or any other legal matters, are based on our professional judgment and are not guarantees.

By signing the Engagement Letter or otherwise indicating your acceptance of the Engagement Letter, you acknowledge that Bracewell has made no promises or guarantees to you about the outcome of the representation, and nothing in these Terms of Engagement shall be construed as such a promise or guarantee.

Your Cooperation

To enable us to provide effective representation, you agree to: (1) disclose to us fully, accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; (4) provide updated information for conflicts purposes, if necessary; and (5) cooperate fully with us in all matters relating to the engagement.

Modification of Our Agreement

The Terms of Engagement reflect our agreement on the terms of all engagements, and are not subject to any oral agreements, modifications, or understandings. Any change in these Terms of Engagement must be made in writing signed by both Bracewell and Client.

Anti-Boycott Verification.

Bracewell hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2270.002, Texas Government Code, and to the extent such Section does not contravene applicable Federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. Bracewell understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with Bracewell and exists to make a profit.

Iran, Sudan and Foreign Terrorist Organizations.

Bracewell represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the

Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law neither Bracewell nor any wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. Bracewell understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with Bracewell and exists to make a profit.

In Conclusion

If you have questions or concerns, at any time, relating to the terms and conditions of this engagement, the services or advice provided by Bracewell, or the fees and expenses reflected in the invoices, please bring them to the attention of your principal contact at our firm, or Bracewell's General Counsel.

Agenda Item

8. NEW BUSINESS

- c. Discussion and possible action on authorizing the City Administrator / City Secretary to draft and seek Request for Qualifications for a financial advisor for the City of Teague as recommended by bond counsel.

Julie Partain with Bracewell LLP recommends that the City employ a financial advisor to assist with any future bonds.

Agenda Item

8. NEW BUSINESS

- d. Discussion and possible action on approving the Contract for Management Services with Traylor & Associates, Inc. for the pending 2019 Texas Community Development Block Grant Program Sewer Improvement Project

Traylor and Associates were chosen as the City's grant administrators for the CDB Grant and since the City has completed all the pre-award procedures and it appears that we will be awarded this grant we need to complete this contract.

CONTRACT FOR MANAGEMENT SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____ 2019, by and between the CITY OF TEAGUE, hereinafter called the "City", acting herein by James Monks, Mayor hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor", acting herein by Gary R. Traylor, President.

City: City of Teague
104 South 4th Avenue
Teague, Texas 75860

Contractor: Traylor & Associates, Inc.
P. O. Box 7035
Tyler, Texas 75711

Project: Sewer Improvements – **Contract #PENDING**
2019 Texas Community Development Block Grant Program (TxCDBG)
Texas Department of Agriculture (TDA)

WITNESSETH THAT:

WHEREAS, the City of Teague desires to implement the following: sewer improvements under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the City desires to engage Traylor & Associates, Inc. to render certain professional administrative services in connection with this TxCDBG Project, Contract Number **PENDING**.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on the day following the execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract between the City and TDA.

3. Local Program Liaison - For purposes of this Contract, the City Administrator or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other

records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.

5. Retention of Records - The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed Thirty-four Thousand and No/100 Dollars (\$34,000.00). Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Freestone County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement

This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
Local City Official

James Monks
Printed Name

Mayor
Title

BY: 
Contractor's Authorized Representative

Gary R. Traylor
Printed Name

President
Title

PART II
SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to City regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
 - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

B. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.
6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

H. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

I. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

**PART III
PAYMENT SCHEDULE**

For and in consideration of the services to be rendered by the Contractor, the City shall pay, and the Contractor shall receive the compensation hereinafter set forth.

Should City fail to make payment to the Contractor of the sum named in any partial or final statement, when payment is past due for more than thirty days, Contractor shall notify City of a delinquent payment and provide City an opportunity to cure the late payment. It is agreed that late payments not cured within 30 days after Contractor's notification shall begin accruing interest thereon at the rate of 1.5 percent per month from the date of Contractor's delinquent payment notification to City, until fully paid. The amount so paid shall fully liquidate any injury to the Contractor arising from such delay in payment; however, the right is expressly reserved to the Contractor, in the event delinquent payments are not made as provided herein, at any time after the expiration of the thirty-day period following Contractor's delinquent payment notification to City, outlined in this section, to treat the Agreement as terminated by the City and recover compensation as provided by Section VII of the Agreement.

Compensation for the services described under **PART III – PAYMENT SCHEDULE** shall be Thirty-four Thousand and No/100 Dollars (\$34,000.00), payable as follows:

1. A fixed fee of Four Thousand and No/100 Dollars (\$4,000.00), payable to the Contractor upon City's receipt of a Contract Agreement from the Office of Rural Affairs - Texas Department of Agriculture, as a fee for the non-recurring services.
2. A fixed fee of Twenty-nine Thousand and No/100 Dollars (\$29,000.00), in twenty (20) equal monthly payments of One Thousand Four Hundred Fifty and No/100 Dollars (\$1,450.00) for the ongoing services. Monthly payments to the Contractor are to become due upon the 1st day of each month, beginning on the first day of the month following City's notification of grant award and are to be paid by the 10th day of the month in which due. Should the program be completed and closed out in less than twenty (20) months, any remaining monthly payments shall become immediately due and payable, and the Contractor shall be paid the balance of any remaining compensation under this part in a lump sum.
3. A fixed fee of One Thousand and No/100 Dollars (\$1,000.00), payable to the Contractor upon submission of a Project Completion Report to the Office of Rural Affairs - Texas Department of Agriculture.

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City. The City may at any time and for any reason terminate The Contractor's services and work at the City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, The Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, the Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by the Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to the Contractor prior to the date of the termination of this Agreement. The Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both

parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. [This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
- b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.

7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

During the performance of this contract, the Contractor agrees as follows:

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be

limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor

as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Traylor & Associates, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes

No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes

No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

10-18-19
Date

Agenda Item

8. NEW BUSINESS

- e. Discussion and possible action on approving a monthly tie down fee for airplanes at the Teague Municipal Airport.

Chad Morgan, is a pilot who currently rents a hangar from the City at our airport and has a second plane that he would like to tie down at the airport. Currently the City only has a daily tie down rate and Mr. Morgan is requesting that we consider a monthly fee for the tie down space.

We currently charge \$110 per month for hangar rent and \$20 per day for tie down fee. I have spoken to some of the surrounding airports and they charge between \$40-\$60 per month for tie down space.

Theresa Prasil

From: Sandy Ashford
Sent: Wednesday, November 06, 2019 8:10 AM
To: Theresa Prasil
Subject: Chad Morgan

Theresa,

Chad Morgan is requesting a monthly tie down fee for his additional plane. Will you assist me with this?

Sandy Ashford
Utility Clerk 1
254-739-2547
254-739-2433

Agenda Item

8. NEW BUSINESS

- f. Discussion and possible action on approving the hangar proposal from Mike Steward.

Theresa Prasil

From: Mike Steward <mikstwr@aol.com>
Sent: Sunday, October 27, 2019 10:18 AM
To: Theresa Prasil
Subject: Re: Hangar proposal

Thank you! Sorry I missed the October meeting agenda.

Mike Steward
775-771-5356

On Oct 27, 2019, at 7:53 AM, Theresa Prasil <administrator@cityofteaguetx.com> wrote:

Good morning-

Thank you for submitted the proposal. I will speaking with the Mayor and my hopes are to have this placed on the November 18th Council Meeting Agenda. As soon as I confirm that it will be on the Agenda I will let you know. I look forward with speaking with you soon.

Thanks,
Theresa

Get [Outlook for iOS](#)

From: Mike Steward <mikstwr@aol.com>
Sent: Saturday, October 26, 2019 8:14:59 AM
To: Theresa Prasil <administrator@cityofteaguetx.com>
Subject: Hangar proposal

Hello City Official/Theresa,

We are a local aviation business from Freestone County and would like to build 2 hangars at 68F airport in order to expand the capabilities and attractiveness of our local transportation resources.

The 1st is a shade structure only (no walls).
30x39 with cantilevered roof to allow for unobstructed aircraft parking and aircraft movement along hangar taxi lanes. Estimated costs is \$2,000.

The 2nd Hangar would be a new large hangar with concrete floor next to the pilot/passenger lounge. 60x80x14 to allow for 3-4 aircraft and an office for a mechanic/aircraft operator to keep things secure. Estimated costs is \$175,000.

We propose that both costs are offset with current and future rental costs of hangars. We would pay an annual utilities fee that is agreed upon by all parties or pay \$0.05 sq ft. annually for utilities. We would like to start on Hangar 1 soon and hangar 2 in 2020.

Proposal:

The shade structure would be built in exchange for 36 months of rent. Then the option of renewing for \$50/month or \$0.50/ sq ft annually. Lessor will own structure once the construction is complete.

The large hangar would be built in exchange for 40 years of use with perpetual options to renew at 10 year intervals for \$4,800 or \$1.00 sq ft annually. Lessee retains the right to sublease and transfer lease to other aviation entities. All structures above the concrete will be owned by the Lessee and can be removed completely anytime until the expiration of the 40 year lease. Lessor will own the entire structure at the expiration of the 40 year lease. Builder/lessee will pay lessor \$0.05 sq ft per year for utilities and \$0.10 sq ft per year for a land lease (~\$240 and \$480). Occupants must actively be involved with aviation and will only store aviation related assets in hangar. Activity TBD by airport pilot official set by the governing airport authority/Lessor.

To clarify:

Hangar1

\$2,000 cost = 3 years @ \$0 + option to renew at \$50/month.

Hangar2

\$175,000 cost = 40 years @ \$0 + \$480/yr on land lease + 10 year options @ \$4,800/yr.

<image1.jpeg>

<image3.jpeg>

<image4.jpeg>

Thanks,

Mike Steward

775-771-5356

Agenda Item

8. NEW BUSINESS

- g. Discussion and possible action on approving how to cast the City of Teague's 107 votes for the Board of Director of the Freestone Central Appraisal District; and approving the resolution of the votes cast for Board of Director Members of the Freestone Central Appraisal District.



**Freestone Central
Appraisal District**

218 N Mount Street
Fairfield TX 75840

*Bud Black, RPA/CTA Chief Appraiser
Don Awalt, RPA/CTA Deputy Chief Appraiser
Phone: 903-389-5510
Fax: 903-389-5955
Email: general.info@freestonecad.org
www.freestonecad.org*

October 21, 2019

Mrs. Theresa Prasil
City Administrator
City of Teague
105 S. 4th Ave.
Teague, TX 75860

Dear Mrs. Prasil:

Enclosed you will find the ballot for recording your votes in the election of Board of Directors for the Freestone Central Appraisal District for 2020-2021 terms.

Based upon my calculations, your jurisdiction has a total of **107** votes. Your votes may be cast upon as many of the candidates as you choose. Your votes must be cast by resolution; however, I will accept a certified copy of the signed minutes in lieu of a resolution. State law provides that the deadline to submit your votes is December 16, 2019. **This is a firm date in the law and I can not grant an extension past this date.**

The five nominees who receive the most votes will serve as the Board of Directors for 2020-2021. Any ballots received after the deadline can not be included in the election results that I will certify by December 31, 2019.

Ms. Foree will continue serving in an ex officio capacity on the board.

If you have any questions, please feel free to call me.

Sincerely,

A handwritten signature in black ink that reads 'Bud Black'.

Bud Black, RPA/RTA/CTA
Chief Appraiser

BB/cc

Enclosure: Ballot
 Resolution

**Resolution of Votes Cast
for Board of Director Members
of the Freestone Central Appraisal District**

THE STATE OF TEXAS
COUNTY OF FREESTONE

On this the _____ day of _____, 2019, the _____
of the _____ convened in Regular Session with the
following members present:

and the following absent:

A quorum being present, the following being considered:

WHEREAS votes are being received for the election of the Board of Directors of the
Freestone Central Appraisal District for the 2020-2021 term,

NOW THEREFORE, BE IT RESOLVED that the
_____ of the _____
cast their votes in the election of the Board of Directors of the Freestone Central Appraisal
District for the 2020-2021 term as follows:

The above resolution being read, it was moved by
_____ and seconded by
_____ that the same do pass. Therefore, the questions being
called for, the following members of the _____ voted AYE:

and the following members voted NO:

PRESIDING OFFICER

ATTEST

Ballot for City of Teague

Board of Directors of the Freestone Central Appraisal District

(City of Teague has 107 votes)

Nominees	Votes
Duke Teresa -----	
Dunlap Craig-----	
Foree Lisa----- <i>(has requested to serve ex officio in the capacity of Freestone County Tax Assessor/Collector)</i>	
Fryer Sid-----	
Utley III O B "Brownie"-----	
Whyte Lovie-----	

This ballot **must** be returned to the Appraisal District office by 5:00 p.m. on December 16, 2019. If mailed, it **must** be postmarked by December 16, 2019.

Signed this the _____ day of _____, 2019

PRESIDING OFFICER:

ATTEST:

Agenda Item

8. NEW BUSINESS

h. Discussion and possible action on approving the list of surplus items to sale.

The lists provided where composed by each department and include items that are no longer used and/or of use by the City. We are asking that you approve the lists to allow us to move forward with auctioning off the surplus.

Library

7 PC's 6 work - 1 doesn't

2 PC Dont work

5 monitors

1 Book Rack

1 Table

Rolling Chair

3 chairs

3 Kids chairs

PUBLIC WORKS SURPLUS 2019

Equipment/Vehicle	Model	Identification Number	Mileage/HRS	Plate
2001 Case Backhoe	Super M S80	JJG0279071	908.2 HRS	NA
1988 Caterpillar Backhoe	416B	85G05149	118.6 HRS	NA
2005 Ingersoll Rand Steel Roller	SD700	184673	1450 HRS	NA
1999 Massey Ferguson Tractor	2832	D32332	2967.2 HRS	NA
Leeboy Asphalt paver	NA	100C	906 HRS	NA
2013 Ferris Zero Turn Mower	NA	2016365639	625.9 HRS	NA
Exmark Zero Turn Mower	Lazer Z	53-304458	1532 HRS	NA
Steiner Zero Turn Mower	ZTM325	61J188	2033.5 HRS	NA
Rhino 96" Rotary Cutter	SE8	10508	NA	NA
2003 Chevy 4x4 Utility Truck	2500	1GCGK23UX4F165589	145,177 Mil	1092033
2001 Ford Utility Truck	F-350	3FTSW30591MAJ8492	186,918 Mil	1092034
1988 Dodge	Dakota	1B7FL26X7KS010050	147,111 Mil	1092072
1994 Ford	F-150	1FTEF15N9RNB57235	125,027 Mil	771024
2003 Chevy (Unit 140)	1500	1GCEC14V532165180	144,882 Mil	849308
2002 Chevy (Unit 141-No Title)	2500	1GCHC24U02E265056	133,562 Mil	998746
1982 Ford Van (old ambulance)	Wheeled Coach	1FTJS34L40HA23289	23353 Mil	442836
2002 Ford Van (Prison)	E-150 XLT	1FMRE11W03HA53350	97,932 Mil	1005881
1977 Ford (Old Fire Truck)	F-700	F70FVY68186	153,564	317274

Police Dept.

Inventory on use Equipment

Key board:

Logitech Cordless Internet Pro
Dell
Logitech MK 300
Dell

Model No: Y-RAJ56A
Model No: SK8115
Model No: YR0002
Model No: L100

Serial No: 867776-0403-LZ621AG00N4
Serial No: CNODJ3317161668c19FQ
Serial No: SC-92415052D
Serial No: CNORH65973571910004L

Adding Machine Calculator:

Cannon MP 11 DX
Victor 1208-2

Model No: MP11DX
Model No: 1208-2

Serial No: 21722886
Serial No: 5039266

Camera:

Polaroid
Polaroid Impulse

Model No: Spectra System
Model No: 600 Plus

Serial No: B7L2BP7UNA
Serial No: L9C5EQ7QNC

Weigh Scale:

Taylor

Model No: 3842BL

Vehicle:

~~2007 Dodge Charger 2BKA43T09H512841 1071995~~

~~2008 Dodge Charger (At Freestone Dodge) bad motor, engine and tire light stays on, right side window does not roll down, left door panel comes off.~~

~~Military 5 ton~~

Office Desk:

2 big office desks

Filing Cabinets:

~~2 vertical filing cabinet~~
1 dressing nook cabinets
4 medical filing cabinets

Chairs:

1 blue office chair
1 Fulton couch

Miscellaneous:

8 cassettes tapes
1 Kwik set deadbolt (no key)
1 lock box (no key)

Emerson VCR

Model No: EW V 404

Magnavox 4 head Hi Fi stereo w/remote MWR20V6

Office cubicles workstation cubicles

Mobile stand

Symphonic DVD and VCR TV

Model No: WF719

Serial No: AC12V60Hz90W

Theresa Prasil

From: Dewayne Philpott
Sent: Wednesday, November 06, 2019 11:35 AM
To: Theresa Prasil
Subject: RE: Surplus Sale

Theresa;

What I have so far...

Unit # 01	2D4GV472X8H240844	Mileage: 1032289 (approx.)	2008 Dodge Magnum
Unit # 04	2D4GV47218H240845	Mileage: 1071994 (approx.)	2008 Dodge Magnum
Unit # 07	2B3KA43T09H512841	Mileage: 1071995 (approx.)	2008 Dodge Charger
No Unit #	Military 5 Ton Truck – Will need to get mileage and any other information I can find out on it.		

I am going through the inventory list that Ludi prepared and submitted when we first began this at the beginning of the year (I was able to finally get into the old computer under her login and find the form she created for this). I need to verify this accurate or that we still have these items to put forward, and possibly add some items. I've already found one mistake on the vehicle list (which I corrected above). This may take a few days to sort through.

DEWAYNE PHILPOTT
CHIEF OF POLICE



TEAGUE POLICE DEPARTMENT
315 MAIN STREET TEAGUE, TEXAS 75860
OFFICE: 254-739-2553
FAX: 254-739-3212

From: Theresa Prasil <administrator@cityofteaguetx.com>
Sent: Monday, November 04, 2019 12:58 PM
To: Dewayne Philpott <policechief@cityofteaguetx.com>
Subject: RE: Surplus Sale

I was unable to locate your previous submission please resend this I need to get this project moving forward.

Thanks,

Theresa Prasil
City Administrator / Secretary
City of Teague
(P) 254-739-2547

Administration Surplus Inventory

- 8 Older Toshiba model office telephones
- Variety of Legal Sized file folders
- 6 Miscellaneous Printer Toners
 - 1 Lap top bag
 - 2 receipt printers
- Miscellaneous computer cords

Agenda Item

8. NEW BUSINESS

- i. Discussion and possible action on approving the payment of invoice number 62158, dated July 2, 2019 from TRC Lockbox in the amount of \$12,000; and appropriating the funds from the Fund Reserve in the amount of \$12,000.

TRC, the City's engineering company, did not remit this invoice for payment in a timely manner. We received the invoice on November 12, 2019, after the fiscal year had closed. We are asking that the Board of Aldermen consider and approve to pay this invoice and allocate the funds from the Fund Reserve, due to the monies allocated for this invoice were rolled into the Fund Reserve at the close of the 2018-2019 Fiscal Year.



14 Gabriel Drive
 Augusta, ME 04330
 207-620-3800

INVOICE

PLEASE REMIT TO:
 TRC Lockbox
 P. O. Box 536282
 Pittsburgh, PA 15253-5904

City Of Teague
 Attn: Accounts Payable
 105 South 4th Avenue
 Teague, TX 75860

July 2, 2019
 Project No: 344397.0000.0000
 Invoice No: 62158
 Project Manager Justin Thomas

Project 344397.0000.0000 Teague - Elm Street Sewer Survey
Professional Services through June 21, 2019

Fee

Total Fee	12,000.00		
Percent Complete	100.00	Total Earned	12,000.00
		Previous Fee Billing	0.00
		Current Fee Billing	12,000.00
		Total Fee	12,000.00
		Total this Invoice	12,000.00

Email invoice to Ms. Theresa Prasil at administrator@cityofteaguetx.com and copy accounting@cityofteaguetx.com

Agenda Item

8. NEW BUSINESS

- j. Discussion and possible action on approving the updated service agreement with First Check Applicant Screening.

First Check is the company the City has utilized for 6 years to perform pre-employment background (Criminal and Driving) screenings. They are requesting that we update our service agreement which requires the Board of Aldermen's approval.



515 W. Southlake Blvd Ste 175
PO Box 92033
Southlake TX 76092
Phone: 888-588-2525
Fax: 888-210-6450

SERVICE AGREEMENT

Important: All information must be completed in its entirety. Please print clearly and legibly to ensure accurate and timely processing.

General Company Information

Company Name: City of Teague Years in Business 113 yrs _____ mos.
Type of Ownership (indicate one): Partnership Sole Owner Nonprofit Corporation LLC Government
Do you have any other company name(s) or dba? Yes No If Yes, please list: _____
Main Contact Name Theresa Prasil Contact Email Address administrator@cityofteaguetx.com
Tax ID # 74-6002360 WebPage www.cityofteaguetx.com

Physical Street Address (**no P.O. box numbers, please**): 105 S 4th Avenue
City: Teague State: TX ZIP: 75860 How Long? 30 yrs _____ mos.
Main Phone: (254) 739-2547 Fax: (254) 739-2443 Is this a residential address? Yes No
Previous Address: _____
City: _____ State: _____ ZIP: _____ How Long? _____ yrs _____ mos.
Do you own or lease the building in which you are located? (please check one) Own Lease

Principal of the Company (If sole owner or partnership, please complete the section below.)

I understand that the information provided below may be used to obtain a consumer credit report, and my creditworthiness may be considered when making a decision regarding payment terms.

Principal name: _____
Title or Position: _____ Phone: () _____
Social Security Number: _____ Year of Birth: _____
Residential Street Address: _____
City: _____ State: _____ ZIP: _____

Affiliated or Parent Company Information

* **Do you have any branch offices located in the state of California?** Yes No

Affiliated or Parent Company Name: _____
Contact Name: _____ Title: _____
Address: _____ Phone: () _____
City: _____ State: _____ ZIP: _____

Business Information (Please tell us about your company.)

Type of Business: Municipality Do you need a Purchase Order? Yes No PO# _____
Do you have an Investigation License? Yes No If Yes, please provide a copy with this application.
Estimated # of Screening Reports you will access monthly: _____
How will you access the Credit Reports? Personal Computer/ Internet Fax In Application
Does your company qualify for sales tax exemptions? Yes No If Yes, please provide proof.

Permissible Purpose/Appropriate Use (Application will not be processed unless this information is provided.)

Please describe the **specific** purpose for which First Check product information will be used. (What will you do with the information obtained?)

This section MUST be completed.

Pre-employment screening

Billing Information

Contact Name: Allyse Long	Phone: (254) 739-2547
Address: 105 S 4th Ave	Fax: (254) 739-2433
City: Teague State: Texas	ZIP: 75860

Bank Reference (Please provide the name of the bank which maintains your business checking account.)

Bank Name: Prosperity	Phone: (254) 739-2558
Address: 420 Main Street	
City: Teague State: Texas	ZIP: 75860
Business Checking Account Number(s):	

EMPLOYEE / VOLUNTEER SCREENING AGREEMENT

THIS AGREEMENT is between First Check Applicant Screening ("First Check") and City of Teague ("Client"). This Agreement is entered into on _____, 20____.

1. Services to be Provided by First Check

A. Upon request and relying upon Client's representations that it has a legitimate purpose for information, First Check will provide background checks, verifications and other consumer reports to the Client when available. First Check will only furnish a report for a permissible purpose under the Fair Credit Reporting Act, 15 U.S.C. §1681 et seq. ("FCRA") and no other purpose.

B. Periodically and upon request, First Check will provide to Client copies of certifications, consumer consents, notices and summary of rights under the FCRA as well as other forms which First Check finds helpful in meeting its obligations under the FCRA and other applicable laws. Client acknowledges receipt of the Consumer Financial Protection Bureau Notice of Consumer's Rights and Notice to Users.

2. Representations of Client when ordering reports

A. Client represents that it is an existing business with the legitimate need for verification and reports offered by First Check. The nature of Client's business is: pre-employment screening. Client specifically represents that reports will only be obtained for its own one time use and it is the end user of the reports. It will not further distribute, sell, give or trade such information with any third party. Notwithstanding the above, Client may share a report, except credit, for joint use as described in Section 2 D below. Client will request and use reports for the following permissible purpose only: employment by hire or contract.

B. Client represents that prior to requesting a report for employment purposes, it will:

(i) disclose to the individual who is the subject of the report that a consumer report or, as applicable, an investigative consumer report, may be obtained;

(ii) obtain the written consent of the individual allowing the obtaining of the consumer report. Such consent shall comply with the FCRA as well as any state requirement, e.g., Vermont. Client agrees that submission of an order is a certification that it has obtained the consent of the consumer;

(iii) provide to the individual a summary of the individual's rights required under the ("FCRA") and any applicable state law.

However, if applicant uses First Check's online application process, Client's above certifications will be fulfilled by use of this process.

C. Client further certifies that it will:

(i) not utilize any information in violation of any federal or state equal employment opportunity law or regulation.

(ii) not order any criminal record information prior to the time permitted by applicable law, ordinance or regulation commonly referred to as "ban-the-box" restrictions.

(iii) provide a reasonable amount of time prior to taking adverse employment action against the individual who is the subject of the report, when such action will be based in whole or in part upon the information contained in the report furnished by First Check, the Client will, except as otherwise provided by law, advise the subject of the intent to take adverse action and provide a copy of the report to the individual and a description, in writing, of the individual's rights under the FCRA.

(iv) provide after taking adverse action based in whole or in part upon information contained in a report furnished by First Check, the Client shall:

(a) provide notice of such action to the individual;

(b) provide the name, address and telephone number of First Check; and

(c) inform the individual that he/she is entitled to a free copy of the report and a right to

dispute the record through First Check' and that First Check is unable to provide the individual the specific reasons why the adverse action was taken by you.

(v) comply with the FCRA and similar state laws, in regard to all reports, it will follow the requirements of the ("DPPA") and the various state laws implementing the DPPA in regard to motor vehicle reports.

(vi) maintain documentation showing compliance with these certifications for a period of six (6) years or during the employment of the subject, whichever is longer.

D. Client represents that, if it orders credit reports, it will have a policy and procedures in place to investigate any discrepancy in a consumer's address when notified by the credit bureau that the consumer's address, as submitted by the client, substantially varies from the address the credit bureau has on file for that consumer. Further, if client hires the consumer and in the ordinary course of its business it furnishes information to the credit bureau from which the report came, that it will advise the credit bureau of the address it has verified as accurate if that address is different from the one provided by the credit bureau.

E. Client may share reports with another entity for joint use. The FCRA permits end users of consumer reports to share the consumer report with another entity if Client and the other entity will use the report for the same transaction and for the same purpose. Examples include: a staffing company sharing a report with its customer with whom the consumer will be placed; a subcontractor sharing reports of its employees with the general contractor or owners of the project on which subcontractor is working. These examples are not exclusive, but demonstrate the acceptable "joint use" that is permitted. However, prior to sharing a consumer report, Client on behalf of First Check will determine and verify the identity of the joint user and that such joint user shares the same permissible purpose for use of the consumer report as does Client and the joint user will only use the consumer report for this one transaction with Client. This Agreement is a certification by Client that any joint user is a legitimate business and will use the report for the same permissible purpose Client represents to First Check when ordering the consumer report(s) on the individual consumer or as provided in Section 2 of this Agreement. Client agrees to indemnify and hold First Check harmless from

any claims, liability or losses asserting that the joint use was improper in any way, violated the FCRA or otherwise, and additionally, if the joint user used the consumer reports for any reason than as represented by Client to First Check. Such indemnification includes all costs, expenses and reasonable attorney fees incurred by First Check.

3. Compliance with Applicable Law

A. The laws relating to the furnishing and use of information are subject to change. It is the responsibility of Client to become knowledgeable in such laws and to comply with them. The failure to comply with the then current applicable law may result in a breach of this agreement, termination of service, civil and criminal liability. First Check does not undertake any obligation to advise Client of its legal obligations.

B. First Check does not act as legal counsel for Client. Client is responsible for retaining counsel to advise it regarding proper use of consumer reports; compliance with the FCRA, the Driver Privacy Protection Act, 18 U.S.C. §2721 et seq ("DPPA") and other applicable federal, state and local laws; and development of an appropriate screening program for Client's use of consumer reports.

C. Client agrees to promptly execute and return to First Check all documentation required, now or in the future, by any government agency or First Check to permit release of information or to ensure compliance with applicable laws or regulations. Such documentation shall become part of this agreement. The failure to return such documentation will result in Client being blocked from receiving the information related to the documentation, and, in some circumstances, all service may be terminated without additional notice.

D. Client consents to any reasonable request by First Check to audit records of the Client in person or by requesting copies of documents and to communicate with employees of the Client, with notice to Client, to determine the appropriateness of any present or past request(s) for information by Client. A failure to cooperate with an audit may result in the immediate termination or suspension of service.

4. Fees for Services

A. First Check will charge a fee for each request made by Client, in accordance with First Check's current fees schedule. First Check reserves the right to change the fees charged upon thirty (30) days notice to Client. Applicable sales or other taxes will be added to all fees. Client understands that First Check may incur access charges imposed by courts and other governmental agencies which are passed along to Client in addition to fees. These costs are subject to change without notice.

B. Payment on all invoices will be due thirty (30) days after billing. For any invoice not paid within thirty (30) days, First Check will add and collect a SERVICE CHARGE of one and a half percent (1½%) per month (or the maximum permitted by applicable law, if lower) with a minimum service charge of \$2. Client agrees to pay First Check's reasonable attorney's fees and costs incurred in enforcing the terms of this Agreement and in the collection of amounts due under this Agreement.

5. Confidentiality of Information

A. Information provided by First Check to its Clients is considered confidential by law. Upon its receipt, Client shall treat the information as confidential. Such information shall be maintained in confidential files to which access is restricted. Only those employees who need such information to perform their job duties shall have access to the same. Client shall ensure that such employees shall not attempt to obtain any consumer reports on themselves, family, friends or associates except in the exercise of their official duties. Client shall supply to First Check the name and phone number of the contact person or persons with whom First Check may discuss the contents of reports furnished to Client. At the time that Client disposes of any report received it shall cause such to be destroyed by cross shredding, burning or electronic destruction as required by regulations issued by the Federal Trade Commission which results in the material being unreadable.

B. Client acknowledges that it will receive personal identifying information on the subjects of the reports it receives. Client shall maintain reasonable procedures to protect the information from unauthorized internal or external access. Within 30 days of the execution of this Agreement, Client will outline its protections in regard to the receipt, usage and storage of this information. Client, shall, upon request, advise us of the status of Client's security measures. If Client experiences a breach of security regarding this information or discontinues any security measure, Client shall notify us within 24 business hours of the breach or discontinuance. Within seven (7) business days of such an event, Client shall advise us what steps have been taken to protect the information from the reoccurrence of the breach or to restore protection of the information.

b. Waiver and Release

A. Client acknowledges that First Check relies totally on the information furnished by others. First Check also relies on the information contained in the records of various governmental agencies for other reports. First Check is not responsible for inaccurate or false information received from others and sent to Client. Client agrees to assert no claim and waives liability against First Check for any inaccurate or false information included in any report unless First Check had actual knowledge of the error and failed to correct it if it had the legal ability to alter such information.

B. Client agrees to hold First Check harmless and will indemnify First Check from all claims and losses resulting from Client's breach of this Agreement or violation of any applicable law. First Check agrees to hold Client harmless for all claims and losses arising from First Check's violation of any applicable law. Such indemnifications include all costs and reasonable attorney fees incurred by the indemnified party.

C. If the party seeking indemnification proposes to settle any claim it believes is subject to indemnification, it must notify the indemnifying party of such settlement and the indemnifying party must approve such settlement. Such approval shall not be unreasonably withheld. The indemnifying party can also disapprove of such settlement on the basis that the claim is not within those claims or losses covered by the indemnification. If the indemnifying party accepts the request to indemnify, but disagrees with the settlement amount, the indemnifying party shall take over the defense of the claim.

7. Misuse of Information

The FCRA prohibits the obtaining of information from a consumer reporting agency for an impermissible purpose. Further, those involved in such improper requesting may be subject to criminal penalties of imprisonment up to two years and/or a fine of \$5,000 for each offense. 15 U.S.C. § 1681q. However, such punishments are subject to change as the FCRA is amended. Further, the DPPA prohibits obtaining information under false pretenses and restricts the resale or redisclosure of personal information contained in state motor vehicle records. A violation of the DPPA may also result in criminal penalties. 18 U.S.C. § 2733(a). If a Client or one of its employees misrepresents to First Check the reason for a report or requests a report for an impermissible purpose, First Check may terminate service without notice in addition to other remedies available to First Check. Client understands that its misuse of or improper request for information may have a direct impact upon First Check and may cause it to be unable to obtain information for any of its clients resulting in substantial damages for which Client would be liable.

8. Non-Disclosure

Neither party shall, during the term of this Agreement, and any extension thereof and for reasonable time thereafter disclose to another or use, unless authorized by the disclosing party, any of the disclosing party's "Confidential Information". The purpose of this section, "Confidential Information" shall mean all the party's prospect list, client information, any customer records/information, employee list, financial data, business plans, business strategies, proprietary software and any other information of a party disclosed by one party to the other. Notwithstanding anything to the contrary contained in this Agreement, the receiving party shall not be precluded from: a) the use or disclosure of any Confidential Information which is currently known generally to the public or which subsequently has come into the public domain, other than by way of disclosure in violation of this Agreement; b) the use or disclosure of any Confidential Information that becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to have a legal obligation prohibiting the disclosure of such information; or c) the use or disclosure of any Confidential Information that was developed independently by the receiving party, or d) the disclosure of the Confidential Information is required by law or legal process.

9. Termination of Agreement

A. Client may terminate this Agreement at any time upon written notice to First Check. Client will remain liable for all charges made to its account prior to termination and will promptly pay all sums due on termination.

B. First Check may terminate this agreement by providing a sixty (60) day written notice but upon the occurrence of the following events, First Check may, immediately and without notice terminate or suspend this Service Agreement:

- (i) Default in payment of charges for First Check Services;
- (ii) Misuse of information contained in a First Check report;
- (iii) Improper request for information;
- (iv) Failure of Client to comply with or assist First Check in complying with the FCRA or any other applicable law;

(v) A material breach of this Agreement or violation of any law or regulation governing the request, use or release of the information in the reports by Client.

(vi) Unauthorized release of information in a consumer report to a third party or the reselling of any report.

10. Notice of Change in Client's Business

Client shall immediately notify First Check of any of the following events: change in ownership of the Client (over 50%); a merger, change in name or change in the nature of Client's business that in any way affects Client's right to request and receive consumer reports.

11. Miscellaneous Provisions

A. This Agreement constitutes the entire understanding between the parties and supersedes all previous agreements, negotiations and representations. This Agreement may only be modified in writing signed by both parties; however, subsequent representations by Client to show compliance with existing or future laws are effective when signed by Client and become a part of this Agreement. This Agreement is for the exclusive benefit of the parties hereto and no benefit is intended for any third party.

B. All communications and notices to be given under this Agreement will be made to the addresses, street and e-mail, and telephone numbers set forth herein. Each party will notify the other promptly of any change of address or telephone number.

C. This Agreement is intended to be subject to, and in compliance with, all applicable state and federal statutes and regulations. Insofar as this Agreement or any provision may subsequently be determined to be at variance or not in compliance with any such statute or regulation, it will be considered to be amended or modified to the extent necessary to make it comply, and First Check and Client hereby consent and agree to any such amendment or modification. Further, the invalidity of any one provision shall not affect the validity of the other provisions.

D. This Agreement is deemed to have become effective and to have been entered into upon its acceptance in the State of Texas by First Check. Therefore, this Agreement will be interpreted and enforced in accordance with the laws of the State of Texas, without reference to its conflict of laws.

E. First Check may make changes to the software or methods used to provide service to Client and Client must make any necessary changes to maintain working connection to the service at Client's sole cost.

12. Force Majeure

Neither Party is responsible for any events or circumstances beyond its control that prevent it from meeting its obligations, which include but are not limited to: war, riots, embargos, strikes, disruptions in communications or acts of God.

NOTICE TO USERS OF CONSUMER REPORTS: OBLIGATIONS OF USERS UNDER THE FCRA

All users of consumer reports must comply with all applicable regulations, including regulations promulgated after this notice was first prescribed in 2004. Information about applicable regulations currently in effect can be found at the Consumer Financial Protection Bureau's website, www.consumerfinance.gov/learnmore.

The Fair Credit Reporting Act (FCRA), 15 U.S.C. §1681-1681y, requires that this notice be provided to inform users of consumer reports of their legal obligations. State law may impose additional requirements. The text of the FCRA is set forth in full at the Bureau of Consumer Financial Protection's website at www.consumerfinance.gov/learnmore. At the end of this document is a list of United States Code citations for the FCRA. Other information about user duties is also available at the Bureau's website. Users must consult the relevant provisions of the FCRA for details about their obligations under the FCRA.

The first section of this summary sets forth the responsibilities imposed by the FCRA on all users of consumer reports. The subsequent sections discuss the duties of users of reports that contain specific types of information, or that are used for certain purposes, and the legal consequences of violations. If you are a furnisher of information to a consumer reporting agency (CRA), you have additional obligations and will receive a separate notice from the CRA describing your duties as a furnisher.

A. Users Must Have a Permissible Purpose

Congress has limited the use of consumer reports to protect consumers' privacy. All users must have a permissible purpose under the FCRA to obtain a consumer report. Section 604 contains a list of the permissible purposes under the law. These are:

- As ordered by a court or a federal grand jury subpoena. Section 604(a)(1)
- As instructed by the consumer in writing. Section 604(a)(2)
- For the extension of credit as a result of an application from a consumer, or the review or collection of a consumer's account. Section 604(a)(3)(A)
- For employment purposes, including hiring and promotion decisions, where the consumer has given written permission. Sections 604(a)(3)(B) and 604(b)
- For the underwriting of insurance as a result of an application from a consumer. Section 604(a)(3)(C)
- When there is a legitimate business need, in connection with a business transaction that is initiated by the consumer. Section 604(a)(3)(F)(i)
- To review a consumer's account to determine whether the consumer continues to meet the terms of the account. Section 604(a)(3)(F)(ii)
- To determine a consumer's eligibility for a license or other benefit granted by a governmental instrumentality required by law to consider an applicant's financial responsibility or status. Section 604(a)(3)(D)
- For use by a potential investor or servicer, or current insurer, in a valuation or assessment of the credit or prepayment risks associated with an existing credit obligation. Section 604(a)(3)(E)
- For use by state and local officials in connection with the determination of child support payments, or modifications and enforcement thereof. Sections 604(a)(4) and 604(a)(5)

In addition, creditors and insurers may obtain certain consumer report information for the purpose of making "prescreened" unsolicited offers of credit or insurance. Section 604(c). The particular obligations of users of "prescreened" information are described in Section VII below.

B. Users Must Provide Certifications

Section 604(f) prohibits any person from obtaining a consumer report from a consumer reporting agency (CRA) unless the person has certified to the CRA the permissible purpose(s) for which the report is being obtained and certifies that the report will not be used for any other purpose.

C. Users Must Notify Consumers When Adverse Actions Are Taken

The term "adverse action" is defined very broadly by Section 603. "Adverse actions" include all business, credit, and employment actions affecting consumers that can be considered to have a negative impact as defined by Section 603(k) of the FCRA – such as denying or canceling credit or insurance, or denying employment or promotion. No adverse action occurs in a credit transaction where the creditor makes a counteroffer that is accepted by the consumer.

1. Adverse Actions Based on Information Obtained From a CRA

If a user takes any type of adverse action as defined by the FCRA that is based at least in part on information contained in a consumer report, Section 615(a) requires the user to notify the consumer. The notification may be done in writing, orally, or by electronic means. It must include the following:

- The name, address, and telephone number of the CRA (including a toll-free telephone number, if it is a nationwide CRA) that provided the report.
- A statement that the CRA did not make the adverse decision and is not able to explain why the decision was made.
- A statement setting forth the consumer's right to obtain a free disclosure of the consumer's file from the CRA if the consumer makes a request within 60 days.
- A statement setting forth the consumer's right to dispute directly with the CRA the accuracy or completeness of any information provided by the CRA.

2. Adverse Actions Based on Information Obtained From Third Parties Who Are Not Consumer Reporting Agencies

If a person denies (or increases the charge for) credit for personal, family, or household purposes based either wholly or partly upon information from a person other than a CRA, and the information is the type of consumer information covered by the FCRA, Section 615(b)(1) requires that the user clearly and accurately disclose to the consumer his or

ner right to be told the nature of the information that was relied upon if the consumer makes a written request within 60 days of notification. The user must provide the disclosure within a reasonable period of time following the consumer's written request.

3. Adverse Actions Based on Information Obtained From Affiliates

If a person takes an adverse action involving insurance, employment, or a credit transaction initiated by the consumer, based on information of the type covered by the FCRA, and this information was obtained from an entity affiliated with the user of the information by common ownership or control, Section 615(b)(2) requires the user to notify the consumer of the adverse action. The notice must inform the consumer that he or she may obtain a disclosure of the nature of the information relied upon by making a written request within 60 days of receiving the adverse action notice. If the consumer makes such a request, the user must disclose the nature of the information not later than 30 days after receiving the request. If consumer report information is shared among affiliates and then used for an adverse action, the user must make an adverse action disclosure as set forth in I.C.1 above.

D. Users Have Obligations When Fraud and Active Duty Military Alerts are in Files

When a consumer has placed a fraud alert, including one relating to identify theft, or an active duty military alert with a nationwide consumer reporting agency as defined in Section 603(p) and resellers, Section 605A(h) imposes limitations on users of reports obtained from the consumer reporting agency in certain circumstances, including the establishment of a new credit plan and the issuance of additional credit cards. For initial fraud alerts and active duty alerts, the user must have reasonable policies and procedures in place to form a belief that the user knows the identity of the applicant or contact the consumer at a telephone number specified by the consumer; in the case of extended fraud alerts, the user must contact the consumer in accordance with the contact information provided in the consumer's alert.

E. Users Have Obligations When Notified of an Address Discrepancy

Section 605(h) requires nationwide CRAs, as defined in Section 603(p), to notify users that request reports when the address for a consumer provided by the user in requesting the report is substantially different from the addresses in

the consumer's file. When this occurs, users must comply with regulations specifying the procedures to be followed, which will be issued by the Consumer Financial Protection Bureau and the banking and credit union regulators.

The Consumer Financial Protection Bureau regulations will be available at www.consumerfinance.gov/learnmore/.

F. Users Have Obligations When Disposing of Records

Section 628 requires that all users of consumer report information have in place procedures to properly dispose of records containing this information. The Consumer Financial Protection Bureau, the Securities and Exchange Commission, and the banking and credit union regulators have issued regulations covering disposal. The Consumer Financial Protection Bureau regulations may be found at www.consumerfinance.gov/learnmore/.

II. CREDITORS MUST MAKE ADDITIONAL DISCLOSURES

If a person uses a consumer report in connection with an application for, or a grant, extension, or provision of, credit to a consumer on material terms that are materially less favorable than the most favorable terms available to a substantial proportion of consumers from or through that person, based in whole or in part on a consumer report, the person must provide a risk-based pricing notice to the consumer in accordance with regulations prescribed by the Consumer Financial Protection Bureau.

Section 609(g) requires a disclosure by all persons that make or arrange loans secured by residential real property (one to four units) and that use credit scores. These persons must provide credit scores and other information about credit scores to applicants, including the disclosure set forth in Section 609(g)(1)(D) ("Notice to the Home Loan Applicant").

III. OBLIGATIONS OF USERS WHEN CONSUMER REPORTS ARE OBTAINED FOR EMPLOYMENT PURPOSES

A. Employment Other Than in the Trucking Industry

If the information from a CRA is used for employment purposes, the user has specific duties, which are set forth in Section 604(b) of the FCRA. The user must:

- Make a clear and conspicuous written disclosure to the consumer before the report is obtained, in a document that consists solely of the disclosure, that a consumer report may be obtained.
- Obtain from the consumer prior written authorization. Authorization to access reports during the term of employment may be obtained at the time of employment.
- Certify to the CRA that the above steps have been followed, that the information being obtained will not be used in violation of any federal or state equal opportunity law or regulation, and that, if any adverse action is to be taken based on the consumer report, a copy of the report and a summary of the consumer's rights will be provided to the consumer.

Before taking an adverse action, the user must provide a copy of the report to the consumer as well as the summary of consumer's rights (The user should receive this summary from the CRA.) A Section 615(a) adverse action notice should be sent after the adverse action is taken.

An adverse action notice also is required in employment situations if credit information (other than transactions and experience data) obtained from an affiliate is used to deny employment. Section 615(b)(2).

The procedures for investigative consumer reports and employee misconduct investigations are set forth below.

B. Employment in the Trucking Industry

Special rules apply for truck drivers where the only interaction between the consumer and the potential employer is by mail, telephone, or computer. In this case, the consumer may provide consent orally or electronically, and an adverse action may be made orally, in writing, or electronically. The consumer may obtain a copy of any report relied upon by the trucking company by contacting the company.

IV. OBLIGATIONS WHEN INVESTIGATIVE CONSUMER REPORTS ARE USED

Investigative consumer reports are a special type of consumer report in which information about a consumer's character, general reputation, personal characteristics, and mode of living is obtained through personal interviews by an entity or person that is a consumer reporting agency. Consumers who are the subjects of such reports are given special rights under the FCRA. If a user intends to obtain an investigative consumer report, Section 606 requires the following:

- The user must disclose to the consumer that an investigative consumer report may be obtained. This must be done in a written disclosure that is mailed, or otherwise delivered, to the consumer at some time before or not later than three days after the date on which the report was first requested. The disclosure must include a statement informing the consumer of his or her right to request additional disclosures of the nature and scope of the investigation as described below, and the summary of consumer rights required by Section 609 of the FCRA. (The summary of consumer rights will be provided by the CRA that conducts the investigation.)
- The user must certify to the CRA that the disclosures set forth above have been made and that the user will make the disclosure described below.
- Upon the written request of a consumer made within a reasonable period of time after the disclosures required above, the user must make a complete disclosure of the nature and scope of the investigation. This must be made in a written statement that is mailed or otherwise delivered, to the consumer no later than five days after the date on which the request was received from the consumer or the report was first requested, whichever is later in time.

V. SPECIAL PROCEDURES FOR EMPLOYEE INVESTIGATIONS

Section 603(x) provides special procedures for investigations of suspected misconduct by an employee or for compliance with Federal, state or local laws and regulations or the rules of a self-regulatory organization, and compliance with written policies of the employer. These investigations are not treated as consumer reports so long as the employer or its agent complies with the procedures set forth in Section 603(x), and a summary describing the nature and scope of the inquiry is made to the employee if an adverse action is taken based on the investigation.

VI. OBLIGATIONS OF USERS OF MEDICAL INFORMATION

Section 604(g) limits the use of medical information obtained from consumer reporting agencies (other than payment information that appears in a coded form that does not identify the medical provider). If the information is to be used for an insurance transaction, the consumer must give consent to the user of the report or the information must be coded. If the report is to be used for employment purposes – or in connection with a credit transaction (except as provided in regulations issued by the banking and credit union regulators) – the consumer must provide specific written consent and the medical information must be relevant. Any user who receives medical information shall not disclose the information

to any other person (except where necessary to carry out the purpose for which the information was disclosed, or a permitted by statute, regulation, or order).

VII. OBLIGATIONS OF USERS OF "PRESCREENED" LISTS

The FCRA permits creditors and insurers to obtain limited consumer report information for use in connection with unsolicited offers of credit or insurance under certain circumstances. Sections 603(1), 604(c), 604(e), and 614(d). This practice is known as "prescreening" and typically involves obtaining a list of consumers from a CRA who meet certain preestablished criteria. If any person intends to use prescreened lists, that person must (1) before the offer is made, establish the criteria that will be relied upon to make the offer and grant credit or insurance, and (2) maintain such criteria on file for a three-year period beginning on the date on which the offer is made to each consumer. In addition, any user must provide with each written solicitation a clear and conspicuous statement that:

- Information contained in a consumer's CRA file was used in connection with the transaction.
- The consumer received the offer because he or she satisfied the criteria for credit worthiness or insurability used to screen for the offer.
- Credit or insurance may not be extended if, after the consumer responds, it is determined that the consumer does not meet the criteria used for screening or any applicable criteria bearing on credit worthiness or insurability, or the consumer does not furnish required collateral.

The consumer may prohibit the use of information in his or her file in connection with future prescreened offers of credit or insurance by contacting the notification system established by the CRA that provided the report. The statement must include the address and toll-free telephone number of the appropriate notification system.

In addition, the Consumer Financial Protection Bureau has established the format, type size, and manner of the disclosure required by Section 615(d), with which users must comply. The regulation is 12 CFR 1022.54.

VIII. OBLIGATIONS OF RESELLERS

A. Disclosure and Certification Requirements

Section 607(e) requires any person who obtains a consumer report for resale to take the following steps:

- Disclose the identity of the end-user to the source CRA.
- Identify to the source CRA each permissible purpose for which the report will be furnished to the end-user.
- Establish and follow reasonable procedures to ensure that reports are resold only for permissible purposes, including procedures to obtain:
 - (1) the identify of all end-users;
 - (2) certifications from all users of each purpose for which reports will be used; and
 - (3) certifications that reports will not be used for any purpose other than the purpose(s) specified to the reseller. Resellers must make reasonable efforts to verify this information before selling the report.

B. Reinvestigations by Resellers

Under Section 611(f), if a consumer disputes the accuracy or completeness of information in a report prepared by a reseller, the reseller must determine whether this is a result of an action or omission on its part and, if so, correct or delete the information. If not, the reseller must send the dispute to the source CRA for reinvestigation. When any CRA notifies the reseller of the results of an investigation, the reseller must immediately convey the information to the consumer.

C. Fraud Alerts and Resellers

Section 605A(f) requires resellers who receive fraud alerts or active duty alerts from another consumer reporting agency to include these in their reports.

IX. LIABILITY FOR VIOLATIONS OF THE FCRA

Failure to comply with the FCRA can result in state government or federal government enforcement actions, as well as private lawsuits. Sections 616, 617, and 621. In addition, any person who knowingly and willfully obtains a consumer report under false pretenses may face criminal prosecution. Section 619.

The Consumer Financial Protection Bureau website, www.consumerfinance.gov/learnmore, has more information about the FCRA.

Section 603 Section 604

Section 605 Section 605A Section 605B Section 606 Section 607 Section 608 Section 609 Section 610 Section 611
Section 612 Section 613 Section 614 Section 615 Section 616 Section 617 Section 618 Section 619 Section 620
Section 621 Section 622 Section 623 Section 624 Section 625 Section 626 Section 627 Section 628 Section 629

15 U.S.C. 1681 15 U.S.C. 1681a 15 U.S.C. 1681b

15 U.S.C. 1681c 15 U.S.C. 1681c-1 15 U.S.C. 1681c-2 15 U.S.C. 1681d 15 U.S.C. 1681e 15 U.S.C. 1681f 15 U.S.C.
1681g 15 U.S.C. 1681h 15 U.S.C. 1681i 15 U.S.C. 1681j 15 U.S.C. 1681k 15 U.S.C. 1681l 15 U.S.C. 1681m 15 U.S.C.
1681n 15 U.S.C. 1681o 15 U.S.C. 1681p 15 U.S.C. 1681q 15 U.S.C. 1681r 15 U.S.C. 1681s 15 U.S.C. 1681s-1 15
U.S.C. 1681s-2 15 U.S.C. 1681t 15 U.S.C. 1681u 15 U.S.C. 1681v 15 U.S.C. 1681w 15 U.S.C. 1681x 15 U.S.C. 1681y

ACCESS SECURITY REQUIREMENTS

Implement Strong Access Control Measures

- Do not provide your First Check user name(s) or passwords to anyone. No one from First Check will ever contact you and request your user name or password.
- Proprietary or third party system access software must have First Check user names and password(s) hidden or embedded. Account numbers and passwords should be known only by supervisory personnel.
- You must request your password be changed immediately when:
 - Any system access software is replaced by another system access software or is no longer used;
 - The hardware on which the software resides is upgraded, changed or disposed of
- Protect First Check user name(s) and password(s) so that only key personnel know this sensitive information. Unauthorized personnel should not have knowledge of your user name(s) and password(s).
- Create a separate, unique user ID for each user to enable individual authentication and accountability for access to the credit reporting agency's infrastructure.
- Each user of the system access software must also have a unique logon password.
- Ensure that user IDs are not shared and that no Peer-to-Peer file sharing is enabled on those users' profiles.
- Keep user passwords Confidential.
- Develop strong passwords that are: Not easily guessable (i.e. your name or company name, repeating numbers and letters)
- We must work together to protect the privacy and information of consumers. The following information security measures are designed to reduce unauthorized access to consumer information.
- It is your responsibility to implement these controls. If you do not understand these requirements or need assistance, it is your responsibility to employ an outside service provider to assist you.
- Implement password protected screensavers with a maximum fifteen (15) minute timeout to protect unattended workstations.
- Active logins to credit information systems must be configured with a 30 minute inactive session, timeout.
- Restrict the number of key personnel who have access to credit information.
- Ensure that personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for the permissible purposes listed in the Permissible Purpose Information section of your membership application.
- Ensure that you and your employees do not access your own credit reports or those reports of any family member(s) or friend(s) unless it is in connection with a credit transaction or for another permissible purpose.
- Implement a process to terminate access rights immediately for users who access credit reporting agency credit information when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
- After normal business hours, turn off and lock all devices or systems used to obtain credit information.
- Implement physical security controls to prevent unauthorized entry to your facility and access to systems used to obtain credit information.

Maintain a Vulnerability Management Program

- Keep operating system(s), Firewalls, Routers, servers, personal computers (laptop and desktop) and all other systems current with appropriate system patches and updates.

- Configure infrastructure such as Firewalls, Routers, personal computers, and similar components to industry best security practices, including disabling unnecessary services or features, removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
- Implement and follow current best security practices for Computer Virus detection scanning services and procedures: Use, implement and maintain a current, commercially available
- Computer Virus detection/scanning product on all computers, systems and networks. If you suspect an actual or potential virus, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated. On a weekly basis at a minimum, keep anti-virus software up-to-date by vigilantly checking or configuring auto updates and installing new virus definition files.
- Implement and follow current best security practices for computer anti-Spyware scanning services and procedures:
- Use, implement and maintain a current, commercially available computer anti- Spyware scanning product on all computers, systems and networks.
- If you suspect actual or potential Spyware, immediately cease accessing the system and do not resume the inquiry process until the problem has been resolved and eliminated.
- Run a secondary anti-Spyware scan upon completion of the first scan to ensure all Spyware has been removed from your computers.
- Keep anti-Spyware software up-to-date by vigilantly checking or configuring auto updates and installing new anti-Spyware definition files weekly, at a minimum. If your company's computers have unfiltered or unblocked access to the Internet (which prevents access to some known problematic sites), then it is recommended that anti-Spyware scans be completed more frequently than weekly.

Protect Data

- Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.)
- All credit reporting agency data is classified as Confidential and must be secured to this requirement at a minimum.
- Procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
- Encrypt all credit reporting agency data and information when stored on any laptop computer and in the database using AES or 3DES with 128-bit key encryption at a minimum.
- Only open email attachments and links from trusted sources and after verifying legitimacy.

Maintain an Information Security Policy

- Develop and follow a security plan to protect the Confidentiality and integrity of personal consumer information as required under the **GLB Safeguard Rule**.
- Establish processes and procedures for responding to security violations, unusual or suspicious events and similar incidents to limit damage or unauthorized access to information assets and to permit identification and prosecution of violators.
- The **FACTA Disposal Rules** requires that you implement appropriate measures to dispose of any sensitive information related to consumer credit reports and records that will protect against unauthorized access or use of that information.
- Implement and maintain ongoing mandatory security training and awareness sessions for all staff to underscore the importance of security within your organization.

Build and Maintain a Secure Network

- Protect Internet connections with dedicated, industry-recognized Firewalls that are configured and managed using industry best security practices.
- Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
- Administrative access to Firewalls and servers must be performed through a secure internal wired connection only.
- Any stand-alone computers that directly access the Internet must have a desktop Firewall deployed that is installed and configured to block unnecessary/unused ports, services, and network traffic.
- Encrypt Wireless access points with a minimum of WEP 128 bit encryption, WPA encryption where available.

- Disable vendor default passwords, SSIDs and IP Addresses on Wireless access points and restrict authentication on the configuration of the access point.

Regularly Monitor and Test Networks

- Perform regular tests on information systems (port scanning, virus scanning, vulnerability scanning).
- Use current best practices to protect your telecommunications systems and any computer system or network device(s) you use to provide Services hereunder to access credit reporting agency systems and networks. These controls should be selected and implemented to reduce the risk of infiltration, hacking, access penetration or exposure to an unauthorized third party by:
 - Protecting against intrusions;
 - Securing the computer systems and network devices;
 - Protecting against intrusions of operating systems or software

Record Retention: *The Federal Equal Opportunities Act states that a creditor must preserve all written or recorded information connected with an application for 25 months. In keeping with the ECOA, the credit reporting agency requires that you retain the credit application and, if applicable, a purchase agreement for a period of not less than 25 months.*

When conducting an investigation, particularly following a breach or a consumer complaint that your company impermissibly accessed their credit report, the credit reporting agency will contact you and will request a copy of the original application signed by the consumer or, if applicable, a copy of the sales contract. "Under Section 621(a)(2)(A) of the FCRA, any person that violates any of the provisions of the FCRA may be liable for a civil penalty of not more than \$2,500 per violation"

First Check Applicant Screening
("First Check")

CLIENT _____

By: _____
JB Manning, President

By: _____

Address: PO Box 92033
Southlake, TX 76092

Address: _____

E-mail: jb@firstcheck.com

E-mail: administrator@cityofteaguetx.com



Payment Authorization Form

Client Information (Please Print):

Company Name: City of Teague

Primary Contact: Theresa Prasil Years in Business: 113

Physical Address: 105 S 4th Avenue City: Teague St: TX Zip: 75860

Mailing Address: 105 S 4th Avenue City: Teague St: TX Zip: 75860

Telephone: 254-739-2547 Fax: 254-739-2433 E-Mail: administrator@cityofteaguetx.com

Website: www.cityofteaguetx.com Federal Tax ID #: 74-6002360

Invoicing / Billing Information:

Billing Contact: Alllyse Long Title: Bookkeeper

Telephone: 254-739-2547 Fax: 254-739-2433 E-Mail: accounting@cityofteaguetx.com

Please provide the following information (Must Complete):

Visa MasterCard American Express

Credit Card #: _____ Expiration Date: _____

Card Holder's Name: _____

CVV Number _____ (For Visa/MC, it is the last 3 digits after the credit card number in the signature area on the back of the card ; for Amex, you can find your four-digit card verification number on the front above the card number on either the left or right side of card).

Card Billing Address: _____ City: _____ St: _____ Zip: _____

Preferred Payment Method:

Please apply payment to our credit card

Note: Credit Card payments are processed on the first of each month. Invoices are emailed at the end of each month prior to the payment being processed.

Please Invoice (Net due within 30 days)

Terms: Unless prior approval has otherwise been granted, we must have a credit card on file to secure payment. Invoices are processed on a monthly basis. Payment for Invoices not received within the 30-day payment terms will be applied to the credit card on file as listed above. For pre-approved unsecured accounts, a \$25.00 late fee will apply for payments not received by the due date.

I certify that I am authorized to execute this Service Agreement on behalf of the company. Further, I certify on behalf of _____, that the above statements are true and correct and agree to the terms and conditions stated in this Payment Authorization Form.

Client Authorized Signature: _____ Title: _____ Date: _____

Please complete, sign, and fax to 888-210-6450

Agenda Item

8. NEW BUSINESS

- k. Discussion and possible action on approving the request from Braun Intertec to drill a well and install a monitoring well, MW-7, at the southwest corner of the intersection of Cedar Street and 4th Avenue in the City Right-of-Way; and authorizing the Mayor to execute Texas Commission on Environmental Quality's Consent for Access to Property.

Theresa Prasil

From: Jacob Cowling
Sent: Wednesday, November 13, 2019 8:59 AM
To: Theresa Prasil
Subject: FW: Access Agreement for the City of Teague ROW
Attachments: FORM - Consent for LPST Access to Property.pdf; Location of Proposed Monitoring Well MW-7.pdf

Jacob Cowling

**Director of Public Works/
Safety Coordinator**
City of Teague
105 S 4th Avenue
Teague, TX 75860

P-254.739.5327

From: Thompson, Sarah <SThompson@braunintertec.com>
Sent: Friday, October 18, 2019 8:17 AM
To: Jacob Cowling <pwdirector@cityofteaguetx.com>
Cc: Duffy, Austin <ADuffy@braunintertec.com>
Subject: Access Agreement for the City of Teague ROW

Jacob,

Based upon our July 2019 sample data and corresponding groundwater gradient (southwest), we would like to request approval to install one additional groundwater delineation monitoring well (MW-7) at the southwest corner of the intersection of Cedar Street and 4th Avenue in the City of Teague's right-of-way (ROW).

Please find attached the Texas Commission on Environmental Quality (TCEQ) access agreement and an aerial depicting the requested location of monitoring well MW-7 in the City of Teague ROW. Braun Intertec is continuing to work under a Petroleum Storage Tank (PST) State Lead Contract for the TCEQ for the assessment of the property located at 200 North 4th Avenue (operated by Hair Razors) where a historical gasoline release occurred. The installation of proposed monitoring well MW-7 was requested by Emmanuel Ekpo, the TCEQ PST coordinator associated with this project.

The proposed soil boring would be drilled with 7.5-inch hollow stem augers and would be drilled to a depth of approximately 15-20 feet below the ground surface in the grass of the ROW. Groundwater is expected to be encountered at approximately 6-8 feet below ground surface. The soil boring would be converted to a two inch diameter monitoring. It appears that the proposed location for monitoring well MW-7 will be in concrete, so the surface completion of the well will be flush with existing grade and an eight inch steel lid with three bolts. It is anticipated that the well will be needed for collection of semi-annual groundwater samples for a period of one to two years, then upon TCEQ approval the well will be removed and the ground surface will be restored.

We cordially request City Council approval of installation of this proposed monitoring well during the next regularly scheduled meeting. If approved, please have someone with the City of Teague complete the attached Consent for LPST Access to a Property Form and forward back to me. If possible we would like to install this monitoring well in November. As such and so we can plan accordingly, please let me know when you expect this request to go in front of the City Council for approval.

Please let me know if have any questions or need additional information.

Regards,
Sarah



Sarah Thompson

Project Manager

11500 Metric Blvd., Suite 460 | Austin, Texas 78758

512.493.9695 direct | 512.789.2490 mobile

wh-m.com | [Twitter](#) | [LinkedIn](#) | [Facebook](#)

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



CONSENT FOR ACCESS TO PROPERTY

Please Print

City of Teague ROW

254-739-2547

(Owner of Real Property to be Accessed)

(Telephone Number of Real Property Owner)

Corner of the Intersection of Cedar Street and 4th Avneue

(Street Number and Street Name of Property to be Accessed)

Teague

, Texas

(City and County in Which Property to be Accessed Is Located)

(Name of Occupant or Tenant, if different from Owner)

(Telephone Number of Occupant or Tenant)

(Name of Property, if applicable, e.g. a business name, if different from Owner or Occupant/Tenant Name)

I voluntarily consent to agents, contractors, subcontractors, officers, designees, and employees of the Texas Commission on Environmental Quality (TCEQ) entering and having continued access to my property for the following purposes:

- (1) taking such soil, water, and air samples as may be necessary;
(2) taking other actions related to the investigation of surface or subsurface conditions; and
(3) taking corrective action ("remediation") necessary to mitigate any threat to human health or the environment.

I acknowledge that these actions by the TCEQ are undertaken pursuant to its authority under the Texas Health and Safety Code and the Texas Water Code, including Section 361.032 of the Texas Health and Safety Code and Section 26.014 of the Texas Water Code.

As applicable, TCEQ and/or its contractors will reasonably restore property, as nearly as practicable, to the conditions that existed before the activities; will exhibit proper credentials when on-site; will notify property owner (or appropriate person) prior to entering the property (with the exception that in emergency situations TCEQ may enter at any time). This form relates solely to access and does not operate as a waiver of any TCEQ rights or causes of action which may exist.

This document provides notice, in accordance with 30 Texas Administrative Code 334.82, that you may be affected by a release and planned corrective action.

(Signature of Property Owner, or Tenant / Occupant)

(Date)

TCEQ, Office of Waste, Remediation Division, Petroleum Storage Tank State Lead Program
MC 137, PO Box 13087, Austin TX 78711-3087 Phone: (512) 239-2200
http://www.tceq.texas.gov/remediation/pst_rp/pst.html

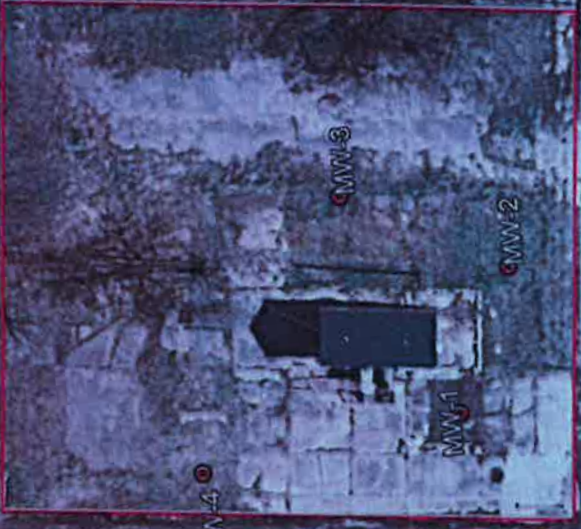
Legend

- City 10 ft ROW
- Site Boundary



CEDAR STREET

4th Ave



City of Teague Fire Department

Leons Garage

100 ft



Agenda Item

8. NEW BUSINESS

1. Discussion and possible action on approving the Structural Engineering Services Proposal from TRC for the Old Power Plant Building located on Magnolia Street.



700 Highlander Blvd.
Suite 210
Arlington, TX 76015

T 817.522.1000
TRCcompanies.com

November 13, 2019

Ms. Theresa Prasil, City Administrator
City of Teague
105 South 4th Avenue
Teague, Texas 75860

**RE: Old Power Plant Building
Structural Recommendation Report
Engineering Services Proposal**

Dear Ms. Prasil:

The Old Power Plant Building located on City-owned property near the Magnolia Street and 6th Avenue has been in steady decay over time and the roof has partially collapsed. The City has concerns over the structural integrity and have requested TRC to submit this proposal to provide an evaluation of the structure in its current condition and to provide a recommendation if it would be feasible to repair the building or if the building should be demolished. Specific tasks to be performed are further outlined in the attached Scope of Work.

The cost to provide these services is **\$6,900** (lump sum basis). If approved, the work would be done in accordance with the Master Service Agreement executed by TRC and the City. If you are in agreement, please sign this letter proposal in the below space and return to this office.

The opportunity to provide this proposal to the City is greatly appreciated. If you have any questions regarding this information, please feel free to contact this office.

Sincerely,

Justin Thomas
Justin Thomas, P.E. - TRC Engineers, Inc.

11/13/2019
Date

City of Teague

Date

CITY OF TEAGUE
OLD POWER PLANT BUILDING
STRUCTURAL RECOMMENDATION REPORT
SCOPE OF WORK
NOVEMBER 13, 2019

STRUCTURAL REVIEW OF EXISTING BUILDING:

TRC will coordinate and provide a structural engineer, licensed in the State of Texas, to inspect the building for general structural deficiencies. Specifically, the structural engineer will:

- Attend one meeting at the site with City staff to inspect the facility.
- Provide a report outlying the engineer's opinion of the current structural stability of the building and provide recommendations to assist the City officials with the decision to repair or demolish the structure.

ASSUMPTIONS:

The quote above from TRC for engineering services is based on the following assumptions being made during our Cost Estimating process:

- TRC will perform one (1) site visits to review the existing facilities.
- The report will provide an opinion from a licensed structural engineer with general recommendations on the current stability of the structure. Detailed design plans for repairing the facility or construction cost estimates will not be provided.
- The City will provide a bucket truck to allow the structural engineer to visually inspect high areas of the facility.
- For additional services outside the Scope of Work listed herein, TRC will submit a cost proposal under separate cover.

EXCLUSIONS:

The following items are specifically excluded from the scope of work:

- Topographical survey.
- Engineering design or construction work.
- Additional site visits and meetings, other than those mentioned above.
- Environmental or cultural review.
- Attendance or preparation for court proceedings, including any court costs or attorney fees.
- Fees for any regulatory reviews.

Agenda Item

8. NEW BUSINESS

m. Discussion and possible action on approving repairs to the Library and appropriating the necessary funds.

10-23-19

Mexia C&C Investments

910 E. Milam

P.O. Box 529

Mexia, Texas 76667

254-562-9341

254-562-2536 fax

ryanbistone88@yahoo.com

Estimate Teague Library

- Manufacture custom awnings approx. 6' wide and 4' out.
- Awnings will be made out of 2x3 steel tubing and cast brackets.
- Framework will be painted.
- 26 gauge colored metal will be used for the coverage of the awning.
- Install in place over two doors discussed.
- Clean up and haul off trash.

\$2,067.08

- Clean existing ink on windows where "Teague Library" is visible.
- Install custom vinyl letters matching the original lettering as close as possible.
- Clean up and haul off trash.

\$250.00

Diane Willis

From: Ryan Condon <ryanbistone88@yahoo.com>
Sent: Wednesday, October 23, 2019 4:32 PM
To: Diane Willis
Subject: Awning/Lettering Quote
Attachments: Awning.jpg; Teague Library.rtf

I figured a custom welded awning. We have done a couple around Mexia and they look really good on the older buildings. I have included an example picture but let me know if you need something more to look at.

Thanks,
Ryan Condon
Bi-Stone Building Supply
254-562-9341



11-13-19

Mexia C&C Investments

910 E. Milam

P.O. Box 529

Mexia, Texas 76667

254-562-9341

254-562-2536 fax

ryanbistone88@yahoo.com

Estimate Teague Library

- Take out existing doors in two sections on the south side of the building.
- Take out the plywood and glass door from the remaining inset of said wall.
- Construct new walls and cover with woodgrain LP Smart siding.
- Reinstall glass door on the east end of the wall.
- Trim out and caulk all three areas.
- Clean up and haul off trash.

\$4,974.62

- Paint entire wall discussed from sidewalk to roof top.

\$5,635.00

- Paint wall discussed but only from sidewalk to 15' high.

\$2,415.00

- Paint only where new siding in three insets is installed.

\$1,215.00

Agenda Item

9. EXECUTIVE SESSION

- a. § 551.074: Conduct an executive session as authorized by Texas Government Code, Section 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Employment: James Powell Public Works Department
- b. § 551.074: Conduct an executive session as authorized by Texas Government Code, Section 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Employment/Promotion: Robert Remaley, to Police Sergeant
- c. § 551.071: Consultation with Attorney regarding pending or contemplated litigation re: City of Teague v. City of Fairfield.
- d. § 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Facilities Agreement between the City of Teague, City of Fairfield, and Texas Department of Criminal Justice; Interlocal Definitive Agreement Between the City of Teague and the City of Fairfield; and Agreement Between the City of Teague and City of Fairfield regarding Record Retention.

Agenda Item

11. PRESENTATION AND DISCUSSION OF DEPARTMENT HEAD REPORTS:

- ADMINISTRATOR
- COURTS
- PUBLIC WORKS
- POLICE DEPARTMENT
- LIBRARY
- EDC

Will forward the Police Departments and EDC reports once received.



CITY ADMINISTRATOR'S REPORT TO THE BOARD OF ALDERMEN

November 18, 2019

Update/Information from the Administrator's Desk:

- The November sales tax deposit was \$63,348.84, which is a 9.6% increase from this time last year.
- For **ALL** Elected Officials there are 2 National Incident Management System (NIMS) training requirement courses that must be completed. The following need to be completed:
 - IS-700 Aldermen Hertenberger, Nickleberry and Mathison
 - IS-800 Aldermen Hertenberger, Nickleberry and Mathison
- We launched our City Logo Art Contest and are accepting entries until December 1, 2019. The Board of Aldermen will be judging and selecting the winner at the December 16, 2019 meeting.
- We have completed all the pre-awarded procedures for the 2019-2020 Community Development Fund and the City of Teague is moving into the final stage of the grant process. Once the final stage is completed TDA will begin awarding funds in our region.

Permits

5 Open Building Permits
0 Pending Building Permits
2 Open Electrical Permit
0 Pending Mechanical Permit
1 Pending Manufactured Home Permits
1 Open Demolition Permit
1 Business Permit

Current Employment Opportunities:

- 1 Deputy Court Clerk / Admin. Asst.
- Utility Clerk
- Public Works Tech
- Police Patrol Officer

Upcoming Important Dates:

- Our Employee and Elected Officials Thanksgiving Potluck Lunch will be on November 22nd at 11:30 A.M. at the Community Center.
- City Hall will be closed November 28th – 29th for Thanksgiving
- The Christmas in the Parks Main Street and Parks Lighting and Festivities will be on November 30th.
- I will be out of the Office December 6th for CPM class
- City Hall will be closed December 24th – 25th for Christmas
- City Hall will be closed ½ day on December 31st.

City of Teague
Municipal Court Council Report
From 10/1/2019 to 10/31/2019

11/12/2019 1:52 PM

Violations by Type

Traffic	Penal	City Ordinance	Parking	Other	Total
56	0	2	0	0	58

Financial

State Fees	Court Costs	Fines	Tech Fund	Building Security	Total
\$3,951.10	\$1,829.70	\$3,479.20	\$192.79	\$156.84	\$9,609.63

Warrants

Issued	Served	Closed	Total
0	0	0	0

FTAs/VPTAs

FTAs	VPTAs	Total
0	0	0

Dispositions

Paid	Non-Cash Credit	Dismissed	Driver Safety	Deferred	Total
37	0	2686	5	1	2729

Trials & Hearings

Jury	Bench	Appeal	Total
0	0	0	0

Omni/Scofflaw/Collection

Omni	Scofflaw	Collections	Total
2	0	2	4

**REPORT TO THE
BOARD OF ALDERMEN
*City of Teague, Texas***

Jacob Cowling
Department Head Approval

DATE: 11/12/2019
FROM: Jacob Cowling, Public Works Director
SUBJECT: Monthly Council Report
TO: Mayor, City Council Members

Background: Reports for the Water, Wastewater, Streets, and Park Departments

Water: The water samples for October were satisfactory. The wells pumped a combined total of 11,953,000 gallons for the month of October. The daily average for October was 385,000 gallons. Several water leaks have been repaired and I am working with the operators on zoning the City to help tackle the on going leaks. I have been in touch with Master Meter in regards the repeaters for the meters and we should be having two of them installed shortly. The install of the registers is almost completed however we are having to re-mark some meters for the contractor due to the time it took to get the rest of the registers from master meter. I have handled multiple questions in regards to residents usage with the new register and explained to them how they work.

Wastewater: The wastewater samples were satisfactory for the month of October. The operators have dug up three sewer mains to repair since our last meeting. They have also responded to multiple sewer backups. We have started to add degreaser in main lines to help avoid blockages due to grease this winter.

Streets: Since the last meeting the streets department has primarily been assisting the water and sewer operators with the repairs of water and sewer lines. They still when able have been patching pot holes and cleaning some of the City ROWs. I will be sitting down with the street operators to zone out the City to help them make sure everything is being completed in regards to repairs, mowing and street signs. They will also be starting to decorate for Christmas.

Parks: The parks employee has been helping with the water and sewer problems when able. He also has been maintaining and repairing the City grounds and Facilities. I will be looking at purchasing a heater for the Collection Center building since it get pretty cold during the winter time. The parks employee and myself will be starting the set up of Christmas decorations for the City and also assist the Christmas in the Parks committee.

Teague Police Department October 2019 City Council Crime Report

Title	Report Type	Offense
Burglary of Motor Vehicle	Offense Report	BURGLARY OF VEHICLE
WARRANT SERVICE	Offense Report	THEFT PROP >=\$100<\$750
Poss. Control substance PG 1 <1gr	Offense Report	POSS CS PG 1 <1G
Poss. Control substance PG 1 <1gr	Offense Report	POSS CS PG 1 <1G
FAIL TO IDENTIFY	Offense Report	FAIL TO IDENTIFY GIVING FALSE/FICITIOUS INFO
CRIMINAL TRESPASS	Offense Report	CRIMINAL TRESPASS
Vehicle Collision	Offense Report	DUTY ON STRIKING UNATTENDED VEHICLE
Sex Offender Registration	Offense Report	FAILURE TO COMPLY WITH REGISTRATION REQUIREMENTS
FAIL TO IDENTIFY	Offense Report	SEX OFFENDERS DUTY TO REGISTER W/PREV CONV
Assault	Offense Report	INTERFER W/EMERGENCY CALL
Assault	Offense Report	INJURY CHILD/ELDERLY/DISABLE W/INT BODILY INJ
CRIMINAL MISCHIEF	Offense Report	CRIMINAL MISCHIEF >=\$100<\$750
INDECENCY W/CHILD	Offense Report	INDECENCY W/A CHILD EXPOSES
Assault Bodily Injury/ Family Violence	Offense Report	AGG ASSAULT DATE/FAMILY/HOUSE W/WEAPON
Assault Bodily Injury	Offense Report	ASSAULT CAUSES BODILY INJ
Assault Bodily Injury/ Family Violence	Offense Report	ASSAULT FAM/HOUSE MEM IMPEDE BREATH/CIRCULAT
Assault Bodily Injury/ Family Violence	Offense Report	ASSAULT CAUSES BODILY INJURY FAMILY
Assault	Offense Report	ASSAULT CAUSES BODILY INJ DATE/FAMILY/HOUSE
Assault Bodily Injury/ Family Violence	Offense Report	INTERFER W/EMERGENCY CALL
INFORMATION	Incident Report	
TOWED VEHICLE	Incident Report	
WARRANT SERVICE	Supplement Report	
DISTURBANCE	Incident Report	
TAMPERING W/ EVIDENCE	Supplement Report	
TOWED VEHICLE	Incident Report	
TOWED VEHICLE	Incident Report	
Assault	Supplement Report	
CRIMINAL TRESPASS	Incident Report	
Assault Bodily Injury/ Family Violence	Supplement Report	
DETAINMENT INCIDENT REPORT	Incident Report	
Assault Bodily Injury	Supplement Report	
Burglary of Motor Vehicle	Offense Report	
SHOTS FIRED	Incident Report	
DISTURBANCE	Incident Report	
Immigration Violation	Incident Report	
RETALIATION	Incident Report	

Agency Racial Profiling Information
TEAGUE POLICE DEPARTMENT
10/1/2019 - 10/31/2019

Total stops: 109

1. Gender

CCP 2.133(b)(1)(a)

1.1 Female: 46

1.2 Male: 63

2. Race or ethnicity

CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black: 21

2.2 Asian/Pacific 0

2.3 White: 75

2.4 Hispanic/Latino: 13

2.5 Alaska Native/American Indian: 0

3. Was race or ethnicity known prior to stop?

CCP 2.132(b)(6)(C)

3.1 Yes: 3

3.2 No: 106

4. Reason for stop?

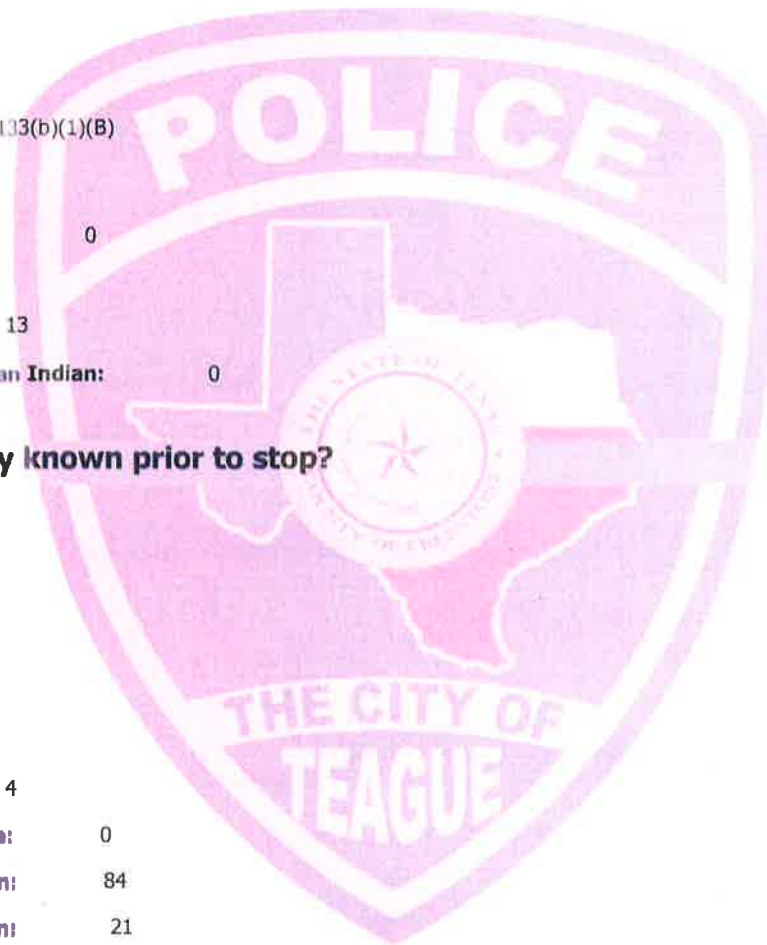
CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of law: 4

4.2 Preexisting knowledge: 0

4.3 Moving traffic violation: 84

4.4 Vehicle traffic violation: 21



Agency Racial Profiling Information
TEAGUE POLICE DEPARTMENT
10/1/2019 - 10/31/2019

5. Street address or approximate location of the stop

CCP 2.132(b)(6)(E), 2.133(b)(7)

- 5.1 City street: 42
- 5.2 US highway: 50
- 5.3 County road: 1
- 5.4 State highway: 2
- 5.5 Private property or other: 14

6. Was a search conducted?

CCP 2.132(b)(6)(B), 2.133(b)(3)

- 6.1 Yes: 0
- 6.2 No: 109

7. Reason for Search?

- 7.1 Consent: 0
- 7.2 Contraband in plain view: 0
- 7.3 Probable cause: 0
- 7.4 Inventory: 0
- 7.5 Incident to arrest: 0

CCP 2.132(b)(6)(B), 2.133(b)(3)

CCP 2.133(b)(5)(A)

CCP 2.133(b)(5)(B)

CCP 2.133(b)(5)(C)

CCP 2.133(b)(5)(C)

8. Was Contraband discovered?

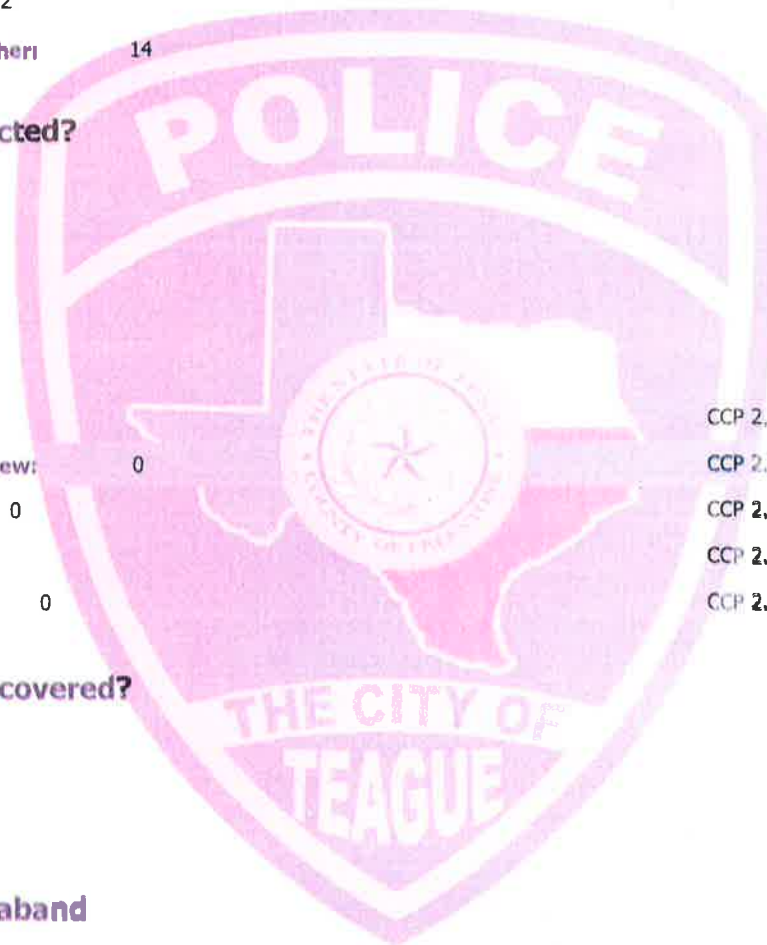
CCP 2.133(b)(4)

- 8.1 Yes: 0
- 8.2 No: 0

9. Description of contraband

CCP 2.133(b)(4)

- 9.1 Drugs: 0
- 9.2 Currency: 0
- 9.3 Weapons: 0
- 9.4 Alcohol: 0
- 9.5 Stolen property: 0
- 9.6 Other: 0



Agency Racial Profiling Information
TEAGUE POLICE DEPARTMENT
10/1/2019 - 10/31/2019

10. Result of the stop

10.1 Verbal warning:	1	CCP 2.133(b)(8)
10.2 Written warning:	61	CCP 2.133(b)(8)
10.3 Citation:	47	CCP 2.133(b)(8)
10.4 Written warning and arrest:	0	
10.5 Citation and arrest:	0	
10.6 Arrest:	0	CCP 2.133(b)(6)

Arrest Total = 0

11. Arrest based on

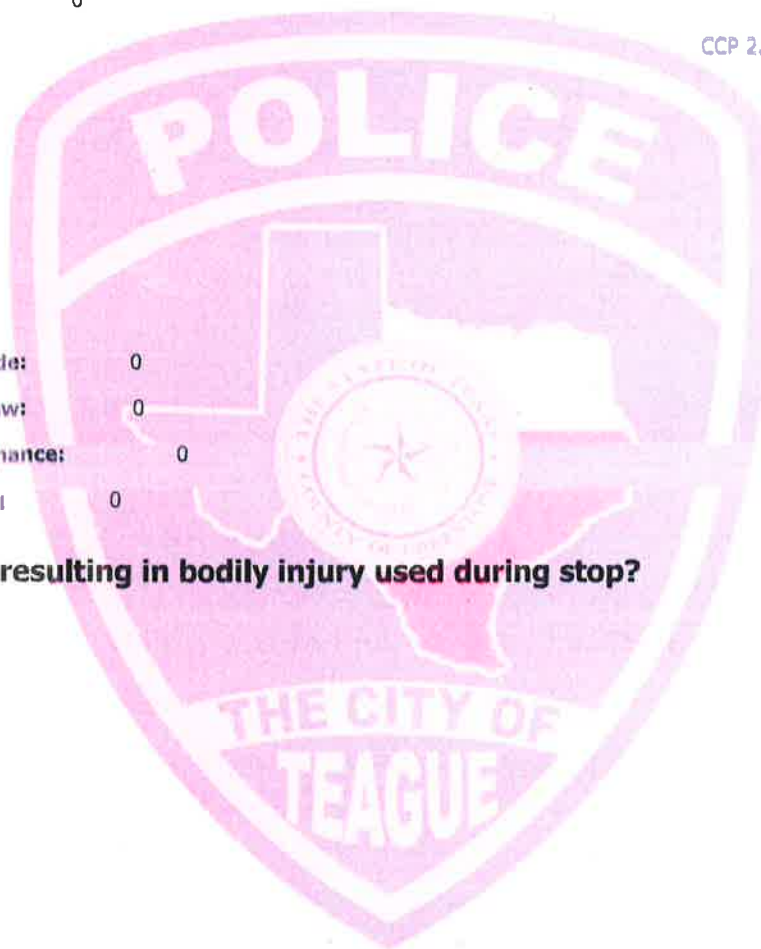
CCP 2.133(b)(6)

11.1 Violation of Penal Code:	0
11.2 Violation of Traffic Law:	0
11.3 Violation of City Ordinance:	0
11.4 Outstanding Warrant:	0

12. Was physical force resulting in bodily injury used during stop?

CCP 2.132(b)(6)(D), 2.133(b)(9)

8.1 Yes:	0
8.2 No:	109



Call Type Report

TEAGUE POLICE DEPARTMENT

From: 10/01/2019

To: 10/31/2019

Call Type Description	Number of Calls
Alarm Call Hold Up	2
Animal Complaint	10
Animal Complaint: Animal Impoundment	2
Assault	2
Assault Bodily Injury	1
Assault Bodily Injury/ Family Violence	3
Assist Other Agency	2
Burglary of a Building	1
Burglary of Habitation	1
Burglary of Motor Vehicle	2
City Ordinance Violation	5
CIVIL MATTER	3
CRIMINAL MISCHIEF	4
CRIMINAL TRESPASS	2
DELIVER MESSAGE	1
DISTURBANCE	5
ESCORT	1
Fire Call	2
FOLLOW UP INVESTIGATION	2
FOUND PROPERTY	1
HARASSMENT	1
ILLEGAL DUMPING	1
INDECENCY W/CHILD	1
INFORMATION	5
INVESTIGATION	2
Juvenile Disturbance	1
Loud Music	2



Call Type Report
TEAGUE POLICE DEPARTMENT

From: 10/01/2019
To: 10/31/2019

Call Type Description	Number of Calls
Loud Noise Complainant	3
Medical	3
Meet the Citizen	5
MISSING PERSON	2
MOTOR VEHICLE ACCIDENT	2
OTHER	6
RECKLESS DRIVING	1
Residence/Business Alarm	1
SHOTS FIRED	1
STRANDED MOTORIST	2
Susp. Activity	7
Susp. Person	3
SUSPICIOUS CIRCUMSTANCE	1
SUSPICIOUS PERSON	1
Suspicious Vehicle	5
TOWED VEHICLE	3
TRAFFIC CONTROL	1
TRAFFIC HAZARD	1
Vehicle Collision	3
WARRANT SERVICE	7
WELFARE CONCERN	12



Teague Public Library

October 2019 Report

Total Patrons	1302	Average 57/day
Total Computer Patrons	241	Average 11/day
Total Computer Hours	284	Average 12/day
Total Books Checked Out	1048	Average 46/day

Library staff continues renovations and much has been accomplished; patrons' comments have been varied: great, wonderful, outstanding, wow! Diane and Beverly decorated the Library for Fall/Thanksgiving! Diane and Helen participated in National Night Out. The Library's Activity Night was held at the Community Center; 55 attended. The library staff really appreciates Diane; we baked, bought lunch, and presented presents for Boss's Day!

The Friends of the Library and library staff stuffed and distributed over 90 Halloween bags for the pre-schools and trick-or-treaters. The bags included library coloring books, crayons, pencils, stickers, suckers, etc....YEA!!

Diane submitted the letter requesting the County grant funds to the Freestone County Auditor and she has received that check. She loaned six books through the Interlibrary Loan Program.

Helen and Beverly read to 98 preschoolers--fun! Patrons donated 117 books and 137 movies; 146 new and used books (43 of those were Large Print) were entered into the system; 11 CTLS books and six periodicals were checked out.

The library would like to thank the Mayor and the City Council for their continued support.

Submitted By: Diane Willis, Library Director, and B. Johnson

Export

Circulation Statistics - November 7, 2019 at 4:11:02 PM CST

- **10/1/2019 through 10/31/2019**
- **By Circulation Type**
- **Including In-Library**
- **Including Renewals**
- **By Checked OUT**

	10/2019	Totals
Normal	629	629
Self-Check	0	0
Renewal (staff)	411	411
Renewal (member)	0	0
In-Library	8	8
	1048	1048