



## Rescheduled Regular Meeting of the Board of Directors

City of Texarkana, Arkansas  
216 Walnut Street

**Agenda - Tuesday, February 18, 2020 - 6:00 PM**

Call to Order

Oath of Office of Ulysses Brewer as Ward 4 Director

Roll Call

Invocation and Pledge of Allegiance given by Director Barbara Miner

### CONSENT

1. Approval of the minutes of the regular meeting February 3, 2020. (CCD)
2. Adopt a Resolution appointing Director Ulysses Brewer to the following Boards and Commissions to fill the vacancy of Travis Odom's term:  
Economic Development Committee, Emergency Medical Systems Committee, Intergovernmental Advisory Committee, Public Utilities Committee, Plumbing Board of Review and Electric Board of Review. (CCD)
3. Adopt a Resolution authorizing the City Manager to purchase a 2019 Dodge Ram 1500 Crew Cab for the use of the Fire Marshal from the Arkansas State Vehicle Contracts. (TAFD)
4. Adopt a Resolution to set the date for a public hearing to be held on March 2, 2020, concerning a request for a right-of-way abandonment for the part of the platted undeveloped 1200 Block of Mitchell Street establishing and retaining utility easements. (PWD-Planning)

### REGULAR

5. Adopt an Ordinance authorizing the City Manager to purchase a three year Microsoft Enterprise License Agreement for licenses used by all departments of the City of Texarkana, Arkansas in an amount not to exceed the annual fee of \$45,912.70. (TWU-IT) IT Manager Kevin Davenport

**An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board.**

### CITIZEN COMMUNICATION

**NEXT MEETING DATE: Monday, March 2, 2020.**

**ADJOURN**

**2020 City Calendar**

**8th Annual Mardi Gras Parade - Saturday, February 22, 2020**

**13th Annual Run the Line Half Marathon - Sunday, February 26, 2020**

**GABTALK Concert & Discussion - Thursday-Saturday, February 27-29, 2020**

**TASD Spring Choral Performance - Tuesday, March 3, 2020**

**YMAR Warriors for Christ Crusade - Friday & Saturday, March 27-28, 2020**

**Juneteenth Celebration - Saturday, June 27, 2020**

**2nd Annual Party in Pink - Thursday, October 15, 2020**

**Texarkana Race for the Cure - Saturday, October 17, 2020**



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Approval of the minutes of the regular meeting February 3, 2020. (CCD)
<b>AGENDA DATE:</b>	February 18, 2020
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input type="checkbox"/> Other <input checked="" type="checkbox"/> : Minutes
<b>DEPARTMENT:</b>	City Clerk Department
<b>PREPARED BY:</b>	Heather Soyars, City Clerk

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<b>REQUEST:</b>	Approval of meeting minutes.
<b>EMERGENCY CLAUSE:</b>	N/A

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<b>SUMMARY:</b>	Approval of meeting minutes
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<b>EXPENSE REQUIRED:</b>	N/A
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<b>AMOUNT BUDGETED:</b>	N/A
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<b>APPROPRIATION REQUIRED:</b>	N/a
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<b>RECOMMENDED ACTION:</b>	The City Clerk recommends Board approval.
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<b>EXHIBITS:</b>	Meeting minutes.
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## **Regular Meeting of the Board of Directors**

City of Texarkana, Arkansas

216 Walnut Street

**Minutes - Monday, February 03, 2020 - 6:00 PM**

Mayor Allen Brown called the meeting to order.

PRESENT: Mayor Allen Brown, Ward 1 Assistant Mayor Linda Teeters, Ward 2 Director Laney J. Harris, Ward 3 Director Steven Hollibush, Ward 5 Director Barbara S. Miner, and Ward 6 Director Terri Peavy.

Ward 4 Director Position vacant due to resignation of Director Travis Odom.

ALSO PRESENT: City Manager Dr. Kenny Haskin, City Attorney George Matteson, City Clerk Heather Soyars and Deputy City Clerk Jenny Narens.

Invocation and Pledge of Allegiance given by Mayor Allen Brown

### **PRESENTATION(S)**

1. Presentation of the City of Texarkana, Arkansas Employee Service Awards. (CCD)

Mayor Brown presented an award and pin to Robert H. Branch for 25 years of service with the Fire Department.

Mayor Brown also acknowledged Tim L. Carter for 15 years of service with the Public Works Department.

### **CONSENT**

Director Harris requested the following items be removed from the Consent Agenda for discussion:

2. Approval of the minutes of the rescheduled regular meeting January 21, 2020. (CCD)
3. Adopt a Resolution directing the City Manager to enter into a mutual aid agreement with Miller County for jail services.

### **REGULAR**

2. Approval of the minutes of the rescheduled regular meeting January 21, 2020. (CCD)

Director Harris stated the Citizen Communication portion of the minutes of the last meeting did not include the entire wording of the press release he had read nor did the minutes include the Martin Luther King Jr. quotes he stated.

Director Harris made a motion to amend the minutes to reflect his statements.

The Mayor declared the motion failed for a lack of a Second.

Motion to approve the minutes as written made by Director Miner, Seconded by Director Peavy.

Voting Yea: Mayor, Brown, Assistant Mayor Teeters, Director Hollibush, Director Miner and Director Peavy.

Voting Nay: Director Harris.

The motion carried 5-1.

3. Resolution No. 2020-3 directing the City Manager to enter into a mutual aid agreement with Miller County for jail services.

Director Harris had concerns regarding custody of prisoners and prisoner healthcare.

City Attorney George Matteson said the misdemeanor prisoners were in the custody of the City and felony prisoners were in the custody of Miller County and the prisoners were responsible for their own healthcare.

Motion to approve the resolution made by Director Harris, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Miner and Director Peavy.

The motion carried 6-0.

## **CITIZEN COMMUNICATION**

Rick Hall, 2020 Beech Street, spoke on the behalf of Jeff Brown and his support for the appointment of Ward 4 Director.

Mike Malone, President Chamber of Commerce, announced the Joint City Meeting about the Census would be February 11, 2020, at 4:00 PM at the Ark-Tex Council of Government.

Jeff Brown, 2217 Laurel Street, said he submitted his letter of intent for the Ward 4 Director position and said he would be a good ambassador for Texarkana.

## **EXECUTIVE SESSION**

The Board entered Executive Session at 6:18 PM.

The Mayor reconvened the meeting at 6:36 PM.

Mayor Brown announced the Board received 4 letters of intent for the Ward 4 Director position, D. Ulysses Brewer, LaMesha Huntley, Jeff Brown and Savannah Golden.

Motion to appoint D. Ulysses Brewer to Director of Ward 4 made by Director Peavy, Seconded by Assistant Mayor Teeters.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Hollibush, Director Miner and Director Peavy.

Voting Present: Director Harris.

The Mayor declared the motion carried 5-1.

**NEXT MEETING DATE: Tuesday, February 18, 2020**

**ADJOURN**

Motion to adjourn made by Director Miner, Seconded by Director Hollibush.

Voting Yea: Mayor Brown, Assistant Mayor Teeters, Director Harris, Director Hollibush, Director Miner and Director Peavy.

The motion carried 6-0. The meeting adjourned at 6:41 PM

**APPROVAL** of the minutes on this 18<sup>th</sup> day of February, 2020.

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Allen L. Brown, Mayor

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Heather Soyars, City Clerk



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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<b>AGENDA TITLE:</b>	Adopt a Resolution appointing Director Ulysses Brewer to the following Boards and Commissions to fill the vacancy of Travis Odom's term:  Economic Development Committee, Emergency Medical Systems Committee, Intergovernmental Advisory Committee, Public Utilities Committee, Plumbing Board of Review and Electric Board of Review. (CCD)
<b>AGENDA DATE:</b>	February 18, 2020
<b>ITEM TYPE:</b>	Ordinance <input type="checkbox"/> Resolution <input checked="" type="checkbox"/> Other <input type="checkbox"/> : _____
<b>DEPARTMENT:</b>	City Clerk
<b>PREPARED BY:</b>	Heather Soyars, City Clerk/Assistant City Manager

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<b>REQUEST:</b>	Appoint Director Brewer to various Boards and Commissions to fill the vacancy of Travis Odom's term.
<b>EMERGENCY CLAUSE:</b>	N/A

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<b>SUMMARY:</b>	Appoint Director Brewer to the following Boards and Commissions:  Economic Development Committee remaining Term of Office Emergency Medical Systems Committee remaining Term of Office Intergovernmental Advisory Committee remaining Term of Office Public Utilities Committee remaining Term of Office Plumbing Board of Review remaining Term of Office Electric Board of Review remaining Term – March 6, 2020----2021 *Note: only a one year term.
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<b>EXPENSE REQUIRED:</b>	N/A
<b>AMOUNT BUDGETED:</b>	N/A
<b>APPROPRIATION REQUIRED:</b>	N/A

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<b>RECOMMENDED ACTION:</b>	The City Manager and staff recommend approval.
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<b>EXHIBITS:</b>	Resolution, Board of Directors' Board, Committees and Commissions List, Plumbing Board of Review Member List, and Electric Board of Review Member List
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# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, vacancies exist on various boards and commissions; and

**WHEREAS**, it is necessary for appointments to certain committees be made to fill positions vacated in connection with Director Travis Odom's resignation;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, to appoint Director Ulysses Brewer to the following Boards and Commissions:

Economic Development Committee remaining Term of Office

Emergency Medical Systems Committee remaining Term of Office

Intergovernmental Advisory Committee remaining Term of Office

Public Utilities Committee remaining Term of Office

Plumbing Board of Review remaining Term of Office

Electric Board of Review – Term: March 6, 2020 – 2021 \*Only a one (1) year term.

**PASSED AND APPROVED** this 18<sup>th</sup> day of February, 2020.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
George Matteson, City Attorney



# CITY OF TEXARKANA, ARKANSAS

Board of Directors' Boards, Committees and Commissions

## A&P Commission (2)

1. Director Barbara Miner
2. Assistant Mayor Linda Teeters

## Council of Governments Board (1)

1. Director Terri Peavy

## Economic Development Committee (5)

1. Mayor Allen Brown
2. Director Steven Hollibush
3. Director Barbara Miner
4. Director Travis Odom
5. Assistant Mayor Linda Teeters

## Emergency Medical Systems Committee (3)

1. Director Barbara Miner
2. Director Travis Odom
3. Director Terri Peavy

## Employees Retirement System Committee (2)

1. Director Terri Peavy
2. Assistant Mayor Linda Teeters

## Intergovernmental Advisory Committee (2)

1. Mayor Allen Brown
2. Director Travis Odom

## Metropolitan Planning Organization Policy Committee (2)

1. Director Steven Hollibush
2. Director Barbara Miner

## Public Utilities Committee (3)

1. Director Laney Harris
2. Director Barbara Miner
3. Director Travis Odom

## Solid Waste Management Committee (3)

1. Mayor Allen Brown
2. Director Terri Peavy
3. Assistant Mayor Linda Teeters

## Texarkana Urban Transit District Board (3)

1. Director Laney Harris
2. Director Steven Hollibush
3. Director Terri Peavy

# PLUMBING BOARD OF REVIEW

Authorized A.C.A. 14-56-201 and Texarkana, Arkansas Code 7-86—90

3 – YEAR TERMS

	<b>Appointment</b>	<b>Term Date</b>	<b>Term</b>	<b>Ward</b>
<b>Jackie Kirkland, Sr.</b> Box 954 Texarkana, Arkansas 75504 903-824-4509 870-773-4772	Resolution No. 2017-10 Reappointment 02/06/2017	11/21/2016----2019	6	1
<b>Cliff Roberts</b> 1610 County Ave. 870-774-7400 903-824-0577	Resolution No. 2017-17 Reappointment 04/03/2017	11/21/2016----2019	2	3
<b>Robert Johnson</b> EXCEL Plumbing 13138 St. Hwy 196 870-653-4543 903-748-4736	Resolution No. 2017-17 Reappointment 04/03/2017	11/21/2016----2019	4	N/A
<b>Jory Moore</b> Plumbing Inspector City Hall 8701-779-4980	Resolution No. 2018-29 Appointment 08/06/2018	Term of Job	N/A	N/A
<b>J.D. Phillips</b> TWU Executive Director Texarkana Water Utilities 903-798-3819	Resolution No. 2016-69 Appointment 11/7/2016	Term of Job	N/A	N/A
<b>Director Travis Odom</b> 2307 Pecan Street 870-773-0689	Resolution No. 2017-23 Appointment 05/15/2017	Term of Office	N/A	N/A

# Electric Board of Review

Authorized by Texarkana, Arkansas Code Sec.7-133  
2 Year Terms

	Appointment	Term Date	Term	Ward
		03/06/2016----2018		N/A
<b>SWEPCO Representative</b>				
<b>Wade Williamson</b> 36 Meadows Road 870-773-0033	Resolution No. 2018-44 12/04/2018	For Roger Douglas unexpired term 03/06/2018-----2020	1	N/A
<b>Director Travis Odom</b> City Hall	Resolution No. 2019-43 11/4/2019	03/06/2020 *Note: only a 1 year term	3	5
<b>Thomas Thornsberry</b> Electrical Contractor 352 Meadowridge Circle 870-772-9085 903-748-4886	Resolution No. 2019-43 11/4/2019	03/06/2019----2021	3	3
<b>Roger Douglas</b> City Hall	Resolution No. 2018-44 12/4/2018	Term of Employment Former member of committee at large	N/A	N/A



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution authorizing the City Manager to purchase a 2019 Dodge Ram 1500 Crew Cab for the use of the Fire Marshal from the Arkansas State Vehicle Contracts. (TAFD)

**AGENDA DATE:** 2/18/2020

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Fire

**PREPARED BY:** Fire Chief David Fletcher

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**REQUEST:** Approve purchase of a new Fire Marshal Vehicle from the Arkansas State Vehicle Contracts.

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** TAFD is requesting permission to purchase a new Fire Marshal Vehicle from the Arkansas State Bid Board. Dealer is Steve Landers Dodge in Little Rock. The present Fire Marshal vehicle is a 2008 model Crown Victoria that needs to be replaced.

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**EXPENSE REQUIRED:** \$25,014.00

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**AMOUNT BUDGETED:** \$30,000.00

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**APPROPRIATION  
REQUIRED:**

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**RECOMMENDED  
ACTION:** The City Manager and Staff recommend approval.

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**EXHIBITS:** Resolution, Picture representation of new vehicle, State contract listing, Dealer quote.

# RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the Texarkana Arkansas Fire Department requests permission to purchase one (1) Dodge Ram 1500 Crew Cab Truck for \$25,014.00 via the Arkansas State Bid Board as permitted for vehicles pursuant to Ark. Code. Ann §14-58-104; and

**WHEREAS**, the funding for the purchase was budgeted; and

**WHEREAS**, the City Manager and staff recommend approval.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Directors of the City of Texarkana, Arkansas, that the City Manager is authorized and directed to purchase the vehicle described above for the amount set forth.

**PASSED AND APPROVED** this 18<sup>th</sup> of February, 2020.

\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
George Matteson, City Attorney



# SP-20-0019 Official Vehicle Specifications & Pricing

**ITEM 66**

**TYPE PRP**  
**10133435**  
**Dodge RAM 1500**  
**Crew Cab**  
**Special Service**  
**Pickup, 4WD**  
**Not For High Speed**  
**Chase**  
**(NO SUBSTITUTES)**

**Dealer Name:** STEVE LANDERS CHRYSLER DODGE JEEP

**Vehicle Make/Model** 2019 RAM 1500 CLASSIC SSV CREW CAB  
**Model Code:** DS6T98  
**City MPG Estimate** 13

**Highway MPG Estimate** 19  
**CO-OP Purchasing One Way Delivery Charge Per Mile** \$1.50

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**VEHICLE BID PRICE** \$24,160.00

Body & Chassis	Base Vehicle Minimum Requirements	Enter Vehicle Specification and Manufacturer Codes (Fill-in Unshaded Blanks Only)
Crew Cab Pickup Truck	EPA Classified as Standard Pickup Truck	
Gross Vehicle Weight Rating	6900 lbs.	
Wheelbase/CA	Mfg. Std. - List Size	140" WB 28" CA
Bed (Short Box)	Short Wide Bed	
Stability Control System	Mfg. Std.	
<b>Engine</b>		
Engine Size	Mfg. Std. List Size	5.7L V8 395 HP
Fuel Type	Gasoline	
<b>Transmission/Drivetrain</b>		
Automatic	Automatic - List Type, Speeds etc.	6 SPEED AUTOMATIC
4WD	Mfg. Std. 4WD	
Differential Type/Ratio	Mfg.Std. - List Ratio & Type	3.55
<b>Electrical</b>		
Alternator	Mfg. Std.	
Battery	Mfg. Std.	
Fuel Tank	Mfg. Std.	
Fuel Capacity (Gals)	Mfg. Std. - List Amount in Gallons	26
<b>Exterior</b>		
Paint	One Color Paint	
Bumpers	Mfg.Std Front, Step-Type Rear	
License Plate Brackets	Front and Rear Brackets	
Windshield Washer	Windshield Washer & Multi-Speed Wipers	
<b>Doors &amp; Windows</b>		
Doors	4 Full-Size Doors	
Mirrors	Two Outside, Right & Left. One Interior	
<b>Interior</b>		
Air Conditioning	AC Factory Installed	
Radio	Audio system with AM/FM Stereo	
Tilt Steering	Tilt Steering Wheel	

Cruise Control	Cruise Control	
Steering	Power Steering	
Tinted Glass	Mfg. Std.	
Gauges/Indicators	Mfg. Std.	
Flooring	Mfg. Std.	
<b>Seats</b>		
Seats	Mfg. Std., Colors Must Blend With Interior & Exterior Color	
<b>Safety</b>		
Brakes	Anti-Lock Brake System (ABS) - List Disc/Drums	4 WHEEL DISC AND ABS
Restraint System All Pass	Required	
Air Bags, Front, Both Sides	Required	
<b>Tires &amp; Wheels</b>		
Tires & Wheels	Mfg. Std. - List Size	P265/70R17
Spare	Mfg. Std. - List Size (Full or Space Saver)	FULL SIZE
Wheel Covers	Mfg. Std.	
<b>Warranty</b>		
Bumper to Bumper Warranty	3 Years or 36,000 miles, whichever comes first	
Drive Train Warranty	List Warranty	5 YEARS OR 100,000 MILES

ITEM 66	VEHICLE OPTIONS		STEVE LANDERS CHRYSLER DODGE JEEP Dealer Name:	
<b>TYPE PRP</b> <b>Dodge RAM 1500</b> <b>Special Service</b> <b>Pickup Vehicle, 4WD</b> <b>(NO SUBSTITUTES)</b> <b>(NO SUBSTITUTES)</b> <a href="#">Back to Table of Contents</a>				
Body and Chassis	Code	Option Minimum Requirement	Enter Optional Equip. Desc. & Mfg. Option Codes	Price
Bed	QH	Long Wide Bed		N/A
Unmarked Police Package	ZI	Unmarked Police Package	AED CHROME PKG	\$732.00
Engine				
Flex Fuel	FFV	Add Flex Fuel		N/A
Engine Block Heater	HB	Add Block Heater	NHK	\$106.00
Diesel Engine	CA	Diesel Engine Factory Installed		N/A
Bio Diesel	BD	Bio Diesel with OEM Warranty		N/A
PTO	PTO	Power Take Off		N/A
Transmission/Drive Train				
Skid Plate	KO	Add Skid Plate	ADB	\$409.00
Limited Slip Differential	LS	Limited Slip Differential	DSA	\$501.00
Electrical				
Daytime Running Lights	DL	Add Daytime Running Lights	LM1	\$56.00
Spot Lamp: Front, Left	SL	Spot Lamp: Front, Left		N/A
Spot Lamps: Front, Left And Right	ON	Spot Lamps: Front, Left And Right		N/A
Alternator	HA	Heavy Duty Alternator - List Amps		N/A
Batteries	DB	Dual Batteries		N/A
Power Outlet	EP	Add 12-Volt Power Outlet		N/A
Doors & Windows				
Deep Tinted Windows	TG	Add Deep Tinted Glass	TG	\$245.00
Power Windows & Door Locks	XX	Power Windows & Door Locks		STD
Keyless Entry	KE	Keyless Entry		STD
Interior				
Radio Upgrade	RU	Premium Audio System with AM/FM Stereo & MP3 Capability	RA2 BLUETOOTH	\$695.00
Cruise	PO	Cruise Control, Factory Installed		STD
Rubber/Vinyl Flooring Rear Only	VF	Rubber/Vinyl Flooring Rear Only		STD
Carpeted Floor, Front and Rear	CF	Carpeted Floor, Front and Rear	CKE	\$125.00
Cloth Seats, Front and Rear	CS	Cloth Seats, Front and Rear		N/A
Vinyl Seat Rear Only	VS	Vinyl Seat Rear Only		STD

Front Buckets	<b>FB</b>	Front Bucket Seats with Console		<b>N/A</b>
Front Seat Center Floor Space	<b>FS</b>	15" Front Seat Center Open Floor Space		<b>N/C</b>
Backup Camera	<b>BR</b>	Backup Camera		<b>STD</b>
Rear Air Conditioning	<b>RA</b>	Factory Installed Rear Air Conditioning		<b>N/A</b>
Backup Sensor	<b>BS</b>	Backup Sensor		<b>N/A</b>
<b>Tires and Wheels</b>				
All Terrain Tires	<b>AT</b>	All Terrain Tires	TTB	<b>\$328.00</b>
Spare	<b>WL</b>	Mounted Full Size Spare		<b>STD</b>
<b>Towing</b>				
Towing	<b>XO</b>	Towing Package Including: Hitch, Wiring Harness, Upgraded Radiator, Transmission Cooler	TP	<b>\$225.00</b>
Electric Brake Controller	<b>BC</b>	Add Electric Brake Controller	XHC	<b>\$319.00</b>
Trailer Mirrors	<b>TM</b>	Manual Telescoping Trailer Mirrors	GPG	<b>\$214.00</b>
Towing Differential	<b>BO</b>	Differential for Extra Towing Capability	DMH 3.92	<b>\$138.00</b>

TEXARKANA -AR-TX FIRE DEPT

SP-20-  
0019 PRP 10133435

<b>STATE CONTRACT</b>	<b>ITEM #</b>	<b>66</b>	
<b>RAM</b>			
<b>SSV</b>	<b>1500 4X4</b>	<b>BASE PRICE</b>	<b>\$24,160.00</b>
<b>YEAR</b>	<b>2020</b>		
	<b>MODEL CODE</b>	<b>DS6T98</b>	
		<b>OPTION CODE</b>	
	DAY LIGHTS	DL	\$56.00
	DEEP TINT GLASS	TG	\$245.00
	ALT TIRES	AT	\$328.00
	TOWING	BC	\$225.00
	<b>TOTAL</b>	<b>EACH</b>	<b>\$25,014.00</b>

STEVE LANDERS CDJ RAM TOYOTA KIA  
BRYAN EIFERT  
CELL 501 467  
0909

[bryan.eifert@landerscorp.com](mailto:bryan.eifert@landerscorp.com)

[bwe@ipa.net](mailto:bwe@ipa.net)

OK BY \_\_\_\_\_

NUMBER OF UNITS 1

COLOR RED

ATT: DAVID

DATE \_\_\_\_\_

WITHOUT CENTER CONSOLE

SPECIAL INSTRUCTION \_\_\_\_\_



## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt a Resolution to set the date for a public hearing to be held on March 2, 2020, concerning a request for a right-of-way abandonment for the part of the platted undeveloped 1200 Block of Mitchell Street establishing and retaining utility easements. (PWD-Planning)

**AGENDA DATE:** February 18, 2020

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Planning

**PREPARED BY:** Mary Beck, City Planner

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**REQUEST:** Set the date for a public hearing

**EMERGENCY CLAUSE:** N/A

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**SUMMARY:** Set the date for a public hearing to be held on March 2, 2020, concerning a request for a right-of-way abandonment for the part of the platted undeveloped 1200 Block of Mitchell Street establishing and retaining utility easements.

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**EXPENSE REQUIRED:** N/A

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**AMOUNT BUDGETED:** N/A

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**APPROPRIATION  
REQUIRED:** N/A

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**RECOMMENDED  
ACTION:** The City Manager and staff recommend approval.

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**EXHIBITS:** Map

## **RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, Thomas Looney has petitioned the City for a right-of-way abandonment of an eighty (80) foot wide unimproved portion of Mitchell Street beginning at the centerline of the easternmost end of Mitchell Street as shown on that plat recorded in Volume 179, at Page 110, of the official records of Miller County, Arkansas, and going west along the centerline of such eighty (80) foot wide unimproved street, until reaching the point where the westernmost boundary of Lot Numbered Three (3) of FOREST ACRES (REVISED), previously called Lot Numbered Three (3) in Block Numbered One (1) of FOREST ACRES (REVISED), a Subdivision of Block Nos. 44, 45, 46 and 47 of Kirby College Addition to the City of Texarkana, Miller County, Arkansas, on the plat recorded in Volume 179, Page 110 that intersects with Mitchell Street (provided all utility easements shall remain); and

**WHEREAS**, A.C.A. 14-301-301 to 14-301-306 provides for a public hearing prior to abandonment of a public right-of-way; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City of Texarkana, Arkansas, that a public hearing to receive comments regarding the petition concerning the right-of-way abandonment is set for March 2, 2020.

**PASSED AND APPROVED** this 18<sup>th</sup> day of February, 2020.

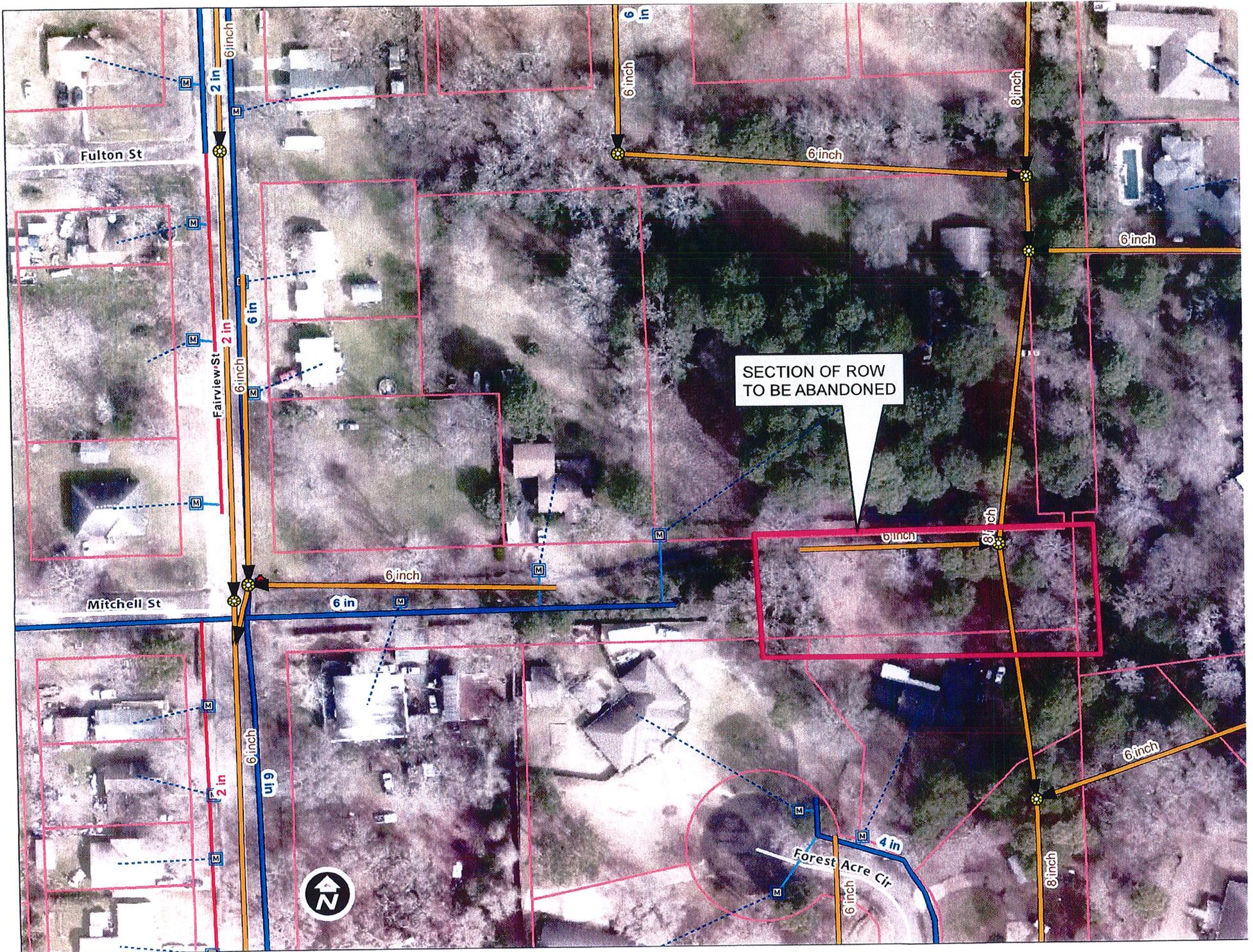
\_\_\_\_\_  
Allen L. Brown, Mayor

**ATTEST:**

\_\_\_\_\_  
Heather Soyars, City Clerk

**APPROVED:**

\_\_\_\_\_  
George Matteson, City Attorney





## CITY OF TEXARKANA, AR BOARD OF DIRECTORS

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**AGENDA TITLE:** Adopt an Ordinance authorizing the City Manager to purchase a three year Microsoft Enterprise License Agreement for licenses used by all departments of the City of Texarkana, Arkansas in an amount not to exceed the annual fee of \$45,912.70. (TWU-IT)

**An emergency clause is requested. An emergency clause requires a separate and distinct vote of the board and is valid only if there is a two-thirds vote of approval by the board.**

**AGENDA DATE:** February 18, 2020

**ITEM TYPE:** Ordinance  Resolution  Other : \_\_\_\_\_

**DEPARTMENT:** Texarkana Water Utilities -IT

**PREPARED BY:** Kevin Davenport, IT Manager

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**REQUEST:** Purchase a three year Microsoft Enterprise License Agreement.

**EMERGENCY CLAUSE:** Yes

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**SUMMARY:** The Texarkana Water Utilities (TWU) Information Technology (IT) Division is requesting the enterprise agreement proposal from SHI Government Solutions of Somerset, New Jersey for Microsoft licenses to be accepted, and authorizing the city manager to negotiate a final enterprise agreement at a total cost over a three-year period not to exceed one hundred thirty-seven thousand seven hundred thirty eight and 10/100 dollars (\$137,738.10) with the Texarkana Arkansas annual cost not to exceed forty-five thousand nine hundred twelve and 70/100 dollars (\$45,912.70).

The IT Division of TWU budgets and requests software licenses for the computer systems of City of Texarkana, Arkansas; utilizing an Enterprise Agreement managed by TWU to purchase these licenses that will allow for software consistency across departments. The execution of this Enterprise Agreement will continue the maintenance on existing Microsoft licenses and the type and number of licenses to be acquired through this purchase agreement as shown on the attached documents marked as Exhibits "A" through "H". TWU has received the following documents, from SHI Government Solutions of Austin, TX, for Microsoft licensing: a Microsoft Enterprise Agreement Pricing Proposal (**Exhibit "A"**), a proposed Microsoft Enterprise Agreement Enrollment (Indirect) form (**Exhibit "B"**), a proposed Microsoft Enterprise Agreement Product Selection Form (**Exhibit**

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“C”), a proposed Microsoft Enterprise Agreement Previous Enrollment/Agreement Form (**Exhibit “D”**) , a proposed Microsoft Enterprise Agreement Signature Form (**Exhibit “E”**) , a proposed Microsoft Enterprise Agreement Sub250 Form (**Exhibit “F”**) , a proposed Microsoft Enterprise Agreement Amendment M97 Form (**Exhibit “G”**) , and a proposed Microsoft Enterprise Agreement Discount Transparency Disclosure Form (**Exhibit “H”**)

The funds for the first-year payment have been appropriated in the City of Texarkana Arkansas General Fund, and funds for future payments are anticipated to be appropriated in the same fund. Utility staff recommends approval.

The total purchase cost is \$137,738.10 and an exact purchase breakout of Texarkana, Arkansas costs are as follows:

<b>2020</b>	<b>\$45,912.70</b>
<b>2021</b>	<b>\$45,912.70</b>
<b>2022</b>	<b>\$45,912.70</b>
<b>Totals</b>	<b>\$137,738.10</b>

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**EXPENSE REQUIRED:** \$45,912.70

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**AMOUNT BUDGETED:** \$45,912.70

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**APPROPRIATION REQUIRED:** 0

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**RECOMMENDED ACTION:** The City Manager and Utility Staff recommend approval.

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**EXHIBITS:** Ordinance and:  
 A – Enterprise Agreement Pricing Proposal  
 B – Enterprise Enrollment (Indirect) Form  
 C – Product Selection Form  
 D - Previous Enrollment/Agreement Form  
 E – Microsoft Enterprise Agreement Signature Form  
 F – Sub250 Form  
 G – Amendment M97 Form  
 H – Discount Transparency Disclosure Form

# ORDINANCE NO. \_\_\_\_\_

## **AN ORDINANCE WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE EXECUTION OF A MICROSOFT ENTERPRISE LICENSE AGREEMENT; DECLARING AN EMERGENCY; AND FOR OTHER PURPOSES**

**WHEREAS**, it is time to renew certain Microsoft Licenses utilized by the City of Texarkana, Arkansas, through the Information Technology Division of Texarkana Water Utilities (TWU); and

**WHEREAS**, the Information Technology Division of TWU is the facilitator of the agreement with Microsoft and the management agency for all Microsoft licenses used by the City; and

**WHEREAS**, SHI Government Solutions of Somerset, New Jersey, a sole provider for the product, has purposed a three (3) year license agreement with the total cost of \$137,738.10, which is anticipated to be paid out in three (3) equal annual installments of \$45,912.70; and

**WHEREAS**, the funds are currently budgeted in the Arkansas Technology Fund and have been reserved in a sufficient amount to cover the entire amount, irrespective of time of payment; and

**WHEREAS**, because this purchase involves a unique product which is only available from a single source, an exceptional situation exists where it is not feasible or practical to utilize ordinary competitive bidding practices to make such purchase; and

**WHEREAS**, TWU does request, and the City Manager and staff do recommend, that the competitive bidding practices otherwise required by applicable statute and ordinance be waived as permitted by Ark. Code. Ann. § 14-47-138 and § 2-27 of the *City of Texarkana, Arkansas, Code of Ordinances* and the execution of the three (3) year license agreement described herein be authorized;

**NOW, BE IT ORDAINED** by the Board of Directors of the City of Texarkana, Arkansas, that:

**Section 1.** The competitive bidding practice as contemplated by applicable law and ordinance are waived and the City Manager is authorized to enter into a three (3) year license agreement with SHI Government Solutions for certain Microsoft licenses in the total amount of \$137,738.10 with an amount not exceeding \$45,912.70, in the aggregate, over three (3) years.

**Section 2.** This action being necessary for the preservation of the public peace, health and safety, to avoid disruption or interruption of service, and a separate and distinct vote having been taken on this emergency clause, an emergency is therefore declared to exist, and this ordinance shall be in full force and effect from and after its passage and approval.

**PASSED AND APPROVED** this the 18<sup>th</sup> day of February, 2020.

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Allen L. Brown, Mayor

**ATTEST:**

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Heather Soyars, City Clerk

**APPROVED:**

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George Matteson, City Attorney



Pricing Proposal  
Quotation #: 17825372  
Created On: 10/1/2019  
Valid Until: 1/31/2020

## Texarkana Water Utilities

## Inside Account Manager

### Kevin Davenport

801 WOOD STREET  
TEXARKANA WATER UTILITIES  
Texarkana, TX 75501  
United States  
Phone: 9037983815  
Fax:  
Email: kevind@txkusa.org

### Jeff Rosen

1301 South Mo-Pac Expressway  
Suite 375  
Austin, TX 78746  
Send PO to: Texas@shi.com  
Phone: 800-870-6079 ext 8686150  
Fax: (512)732-0232  
Email: Jeff\_Rosen@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 CoreCALBridgeO365 ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-12414 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021	183	\$19.20	\$3,513.60
2 O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: U4S-00002 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021	56	\$78.60	\$4,401.60
3 O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-11894 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021	127	\$216.12	\$27,447.24
4 WINENTperDVC ALNG UpgrdSAPk MVL Microsoft - Part#: KV3-00381 Contract Name: Microsoft Software VAR Contract #: DIR-TSO-4092 Coverage Term: 2/1/2020 – 1/31/2021	179	\$58.94	\$10,550.26
		<b>Total</b>	<b>\$45,912.70</b>

### Additional Comments

### Service Level Agreements:

1. **Quotes:** Quote requests will be acknowledged within 4 business hours of each request. Under normal circumstances, quotes will be provided within 24-48 hours of the initial request. If quotes will take longer than this timeframe, status updates will be provided at reasonable intervals.

2. **Orders:** All valid orders will be processed within 24 hours.

**3. Contract Documents: All submissions will be reviewed and responded to within 24 business hours. Actual processing time will vary based on quality and complexity of the submission.**

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*The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.*

# Enterprise Enrollment

# State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	82348542	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	74230182		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of

Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

“Reserved License” means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’s jurisdiction and geographic boundaries.

“Tribal Entity” means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate’s use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term “price” refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or

Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
  - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

    - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## 6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud

Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** Texarkana Water Utilities

**Contact name\* First** Kevin **Last** Davenport

**Contact email address\*** kevind@txkusa.org

**Street address\*** 808 Olive St, Suite A

**City\*** Texarkana

**State\*** TX

**Postal code\*** 75501-3570-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 903-792-8855

**Tax ID**

*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\*** First Kevin Last Davenport

**Contact email address\*** kevind@txkusa.org

**Street address\*** 808 Olive St, Suite A

**City\*** Texarkana

**State\*** TX

**Postal code\*** 75501-3570-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

**Country\*** United States

**Phone\*** 903-792-8855

**Language preference.** Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

*\* indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*:** First Kevin Last Davenport

**Contact email address\*** kevind@txkusa.org

**Phone\*** 903-792-8855

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** SHI International Corp.

**Street address (PO boxes will not be accepted)\*** 290 Davidson Ave

**City\*** Somerset

**State\*** NJ

**Postal code\*** 08873

**Country\*** United States

**Contact name\*** Destinee Michalsky

**Phone\*** 888-764-8888

**Contact email address\*** msteam@shi.com

*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> <b>Printed name*</b> <b>Printed title*</b> <b>Date*</b>
--

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
  - (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

**Proposal ID**

0915554.005

**Enrollment Number**

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:					
Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	179	183	1.0	No	User Licenses

Products	Enterprise Quantity
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Bridge for Office 365	183
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	179
<b>Office 365 Plans</b>	
O365 GCC E1	56
O365 GCC E3	127

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	127	183	0	179

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
<b>Note 1:</b> Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
<b>Note 2:</b> Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.	
<b>Note 3:</b> If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
<b>Note 4:</b> Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	

# Previous Enrollment(s)/Agreement(s) Form

**Entity Name:** Texarkana Water Utilities

**Contract that this form is attached to:** State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	74230182	X	X

# Program Signature Form

MBA/MBSA number

Agreement number 01E73535
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5-0000004861003
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**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10635
Sub250 Form	W29
Enterprise Amendment	M97 (NEW)
Product Selection Form	0915554.005_PSF
Discount Transparency Disclosure Form	0915554.005_DTDF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> Texarkana Water Utilities
<b>Signature*</b>
<b>Printed First and Last Name*</b>
<b>Printed Title</b>
<b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

Enterprise  
**Sub 250 Program**  
**Amendment ID W29**

The parties agree that the Enrollment is amended as follows:

**1. On the first page of the Enrollment, the following is added after the second paragraph:**

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

**2. Section 2a of the Enrollment titled "Order Requirements", is hereby amended and restated in its entirety with the following:**

- a. Minimum Order Requirements.** Enrolled Affiliate's Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
- (i) Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
  - (ii) If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate's initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
  - (iii) Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
  - (iv) Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
  - (v) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

**3. Software Assurance renewal.**

<b>Renewing Software Assurance:</b> If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input checked="" type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled "Software Assurance Addition."

**Software Assurance Addition.** Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program's identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be

transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	74230182	1/31/2020

## Amendment to Contract Documents

Enrollment Number

5-0000004861003

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAA-12414	CoreCALBridgeO365 ALNG SubsVL MVL PerUsr	183	0
U4S-00002	O365GCCE1 ShrdSvr ALNG SubsVL MVL PerUsr	56	0
AAA-11894	O365GCCE3 ShrdSvr ALNG SubsVL MVL PerUsr	127	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

**Microsoft Internal Use Only:**

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2019)(IU) .docx		M97	B
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# Microsoft | Volume Licensing

## Discount Transparency Disclosure Form

Date: 1/14/2020  
Program: Enterprise 6  
Enrollment Number: Renewal  
Quote Number: 0915554.005  
Partner Name: SHI International Corp.  
Reseller Address: 290 Davidson Ave  
Somerset, NJ, United States, 08873-4145

### Discount Details

For this enrollment, Microsoft provided the Customer's Partner an additional discount off of the Partner's Net Price. The Partner is required, by Microsoft, to pass on the additional discount to the Customer by reducing the Microsoft Product resale price by an amount equal to or greater than the discount.

Listed in the table below is the maximum price the partner may charge for the Microsoft Products to be ordered under this enrollment. The Maximum Resale Price (MRP) is calculated by subtracting the additional discount provided to the Partner, from the total estimated resale price for the Microsoft Products.

The requirement to pass through the additional discount, does not mean that Microsoft is setting the Customer's actual price. Partners remain free to set the price charged for Microsoft Products at any point equal to or below MRP. The Customer's actual price will be established by a separate agreement between Customer and its Partner.

### Ordered Products

Currency	Maximum Resale Price
US Dollar	168,367

Note: The Maximum Resale Price listed in the table above only pertains to the Microsoft Products to be ordered under this Enrollment. The content of this form has no impact on the Customer's price for Non-Microsoft products and services.

In this form, the following definitions apply:

"Customer" means the entity that may enter or has entered into a Contract with the Partner.

"Contract" means a binding agreement between the Partner and Affiliate, under which Customer orders Products from Partner.

"Microsoft" means (1) the entity that has entered into an agreement with Partner under which Partner may place orders for Microsoft Products for use by the Customer and (2) the affiliates of such entity, as appropriate.

"Maximum Resale Price" means the sum of the Estimated Retail Price for all Microsoft Products ordered under the Customer Contract minus the aggregated discount off of the Partner's Net Price provided by Microsoft listed in the currency in which the Partner or Partner's reseller transacts with Microsoft.

"Product" means all Microsoft Products identified in the Product Terms, such as all Software, Online Services, and other web-based services, including pre-release or beta version. Microsoft product availability may vary by region.

**Partner:** SHI International Corp  
**Customer:** Texarkana Water Utilities  
**Signature of Customer's authorized representative:** \_\_\_\_\_  
**Printed name:** \_\_\_\_\_  
**Printed title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_