

NOTICE OF PUBLIC MEETING



FEBRUARY 26, 2013

11:30 A.M.

The Board of Directors of the TexAmericas Center will meet to conduct business on Tuesday, February 26, 2013 at 11:30 a.m. in the offices of TexAmericas Center, 107 Chapel Lane, New Boston, Bowie County, Texas.

AGENDA

1. Pledge of Allegiance and Reflection.
2. Call to Order.
3. Roll Call of Directors.
4. Public Comment Period. Members of the public may speak on any topic. Comments are limited to 5 minutes per speaker.
5. Hear and discuss reports from the standing Committees of TexAmericas Center. Committees that met since the last board meeting are: Hunting Advisory, Utilities and Infrastructure & Real Estate and Marketing.
6. Consider and take action upon a **Resolution #20130226-01** to authorize the Executive Director/CEO to execute contracts for purchase of Auto, Employment Liability, Public Entity Management, General Liability, Inland Marine, Property and Umbrella Insurance with **Conner and Duffer Insurance through Traveler's** or its affiliates to cover related aspects of TexAmericas Center operations not to exceed **\$236,143.00**.
7. Consent Agenda:
 - a. Approve Minutes of Board Meeting from January 22, 2013.
 - b. Approve General Fund Check Book Register and Deposits Summary from January 12, 2013 – February 14, 2013.
 - c. Approve Enterprise Fund Check Book Register and Deposits Summary January 12, 2013 – February 14, 2013.
 - d. Consider and take action upon **Resolution #20130226-02** authorizing the Executive Director/CEO to execute a **Direct Sales Contract with Red River Army Depot for Analytical Services** for testing of wastewater samples.
 - e. Consider and take action upon **Resolution #20130226-03** authorizing the Executive Director/CEO to amend a contract with **Kingwood Forestry Services, Inc. (Resolution #20120925-09)** for certain forestry management services for FY2013.
8. Adjourn to Executive Session pursuant to the following Sections:
 - a. Section 551.071 of the Texas Government Code; Consultation with attorney regarding legal issues relating to pending or contemplated litigation.

- b. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease, or value of real property.
 - c. Section 551.087 of the Texas Government Code; Deliberation regarding Economic Development Negotiations.
 - d. Section 551.074 of the Texas Government Code; Personnel Matters.
9. Reconvene in Open Session.
10. Consider and take action upon **Resolution #20130226-04** authorizing the Executive Director/CEO to execute a professional engineering services agreement with **Hayes Engineering, Inc.** for certain professional engineering services for FY2013.
11. Consider and take action upon **Resolution #20130226-05** authorizing the Executive Director/CEO to execute a professional engineering services agreement with **Electrique Corporation** for certain electrical services for FY2013.
12. Consider and take action upon **Resolution #20130226-06** authorizing the Executive Director/CEO to execute a lease with **M2 Services, Inc. for land on TexAmericas Center West.**
13. Consider and take action upon **Resolution #20130226-07** authorizing the Executive Director/CEO to execute a lease with **University of Alabama-Huntsville at 11A Chapel Ln., New Boston, TX 75570.**
14. Consider and take action upon **Resolution #20130226-08** authorizing the Chairman of the Board of Directors, Mr. Denis Washington, to execute an extension of the **Management and Personnel Services Contract with William V. Cork** to extend the period of performance until September 30, 2014 and other considerations.
15. Adjournment.



HUNTING ADVISORY COMMITTEE MEETING MINUTES

January 25, 2013

10:00 A.M.

Hunt House

The Hunting Advisory Committee for TexAmericas Center met at the Hunt House located at 320 Cypress, Hooks, Bowie County, Texas on Friday, January 25, 2013.

Directors in attendance were:

Mark Mayo Terry Ruth Larry Sullivan Roy Cardwell
James Prince

Directors absent were:

Joe Ford Gabe Tarr Scott Van Zile Chuck Sanderson

Staff and others in attendance were:

Beth Corbin Scott Norton Bill Cork

1. Mark Mayo called the meeting to order at 10:20 a.m.
2. **Discuss 2012-2013 Deer Season.** Beth gave a harvest update and reported that 72 permits have been sold.
3. **Discuss Hog Hunting Policy and Procedures.** The committee discussed that we would not allow the use of a rifle but approved the use of a pistol.
4. **Discuss Squirrel Hunting on TAC-E.** The committee discussed squirrel season and that we could utilize the WEP when there was a conflict with turkey season.
5. **Discuss Bird Hunt on February 9, 2013.** Discussed that to date only 7 people have registered for this event. It was decided that if we did not have at least 24 people signed up by Monday, February 4, 2013 we would cancel the event. Also, there was discussion on scheduling this event in the fall before deer season starts.
6. **Discuss Any Other Business as Needed.** Turkey season will take place from April 15 – May 14, 2013.

With no more business to discuss at this time, Mark Mayo adjourned the meeting at 10:50 a.m. The vote carried unanimously by voice.



Utilities and Infrastructure Committee Meeting

*Oversees water, Sewer, Roads, Railroads, Electric, Gas, Phone/Fiber, Facilities
Master Planning and Personal Property Disposal*

The TexAmericas Center Utilities and Infrastructure Committee met at TexAmericas Center 107 Chapel Lane New Boston, TX 75570 on Tuesday, February 5, 2013.

Committee Members, Staff and Others in attendance were:

Don Morris	Mark Mayo	Ron Collins	Boyd Sartin
Bill Cork	Monica Griffin	Scott Norton	Nate Hahm
Eli Hunt	David Williams		

Committee Members, Staff and Others absent:

Billy Sams Cyd Collins

1. Ron Collins called the meet to order at 10:05 a.m.
2. Considered and took action to review and approve Committee Minutes from November 6, 2012 meeting. A motion was made by Boyd Sartin and seconded by Ron Collins. Motion carried unanimously by voice vote.
3. Scott Norton briefed the Committee on the last few weeks of activities at Elliott Lake.
4. Bill Cork briefed the Committee on the Hooks Entrance project.
5. Bill Cork briefed the Committee on the New Office Remodel project. Move-In is estimated for Mid-March – early April 2013.
6. Scott Norton briefed the Committee on the collaboration with Red River Army Depot in the Fiber Optics upgrade.
7. Scott Norton briefed the Committee on the progress with the New Sewer Plant.
8. Nate Hahm notified Committee of completion of Area "A" Water Tower Removal.
9. Nate Hahm and Bill Cork briefed the Committee of implementation of signage with long standing tenants.
10. Scott Norton briefed the Committee on the progress with the Army Renegotiation.
11. Scott Norton discussed SCADA. Everything is on track to be in place in time for the Office Remodel completion.



12. Scott Norton briefed the Committee on Gas for TAC-C customers. Information is being gathered to meet with Centerpoint.
13. Nate Hahm briefed the Committee on the ongoing Government Liquidation sales. He also mentioned possibly handling the sales "in house" in the future.
14. Eli Hunt briefed the Committee on the Compliance Calendar, concerns, Bio Monitoring and flea reproduction.
15. Ron Collins adjourned the meeting at 11:21 a.m.



**Real Estate, Marketing and Business Development
Committee Meeting Minutes
February 19, 2013
12:00 P.M.**

The TexAmericas Center Real Estate, Marketing and Business Development Committee met at TexAmericas Center 107 Chapel Lane New Boston, TX 75570 on Tuesday, November 06, 2012.

Committee Members, Staff and Others in attendance were:

Gabe Tarr	Jay Wommack	Justin Powell	Bill Cork
Scott Norton	Derrick McGary	Cyd Collins	

Committee Members, Staff and Others absent:

Brenda Rochelle Leroy Jones

1. Derrick McGary called the meeting to order at 12:31 p.m.
2. Considered and took action to review and approve Committee Minutes from November 6, 2012 meeting. A motion was made by Gabe Tarr and seconded by Justin Powell. Motion carried unanimously by voice vote.
3. Derrick McGary briefed the Committee on the status of the FY2013 Budget. We are 37% through the year.
4. Derrick McGary briefed the Committee on our lease portfolio YTD.
5. Scott Norton briefed the Committee on the Sales of Personal and Real Properties upon TexAmericas Center. We have already exceeded our projected budget in sales for the year.
6. Derrick McGary briefed the Committee on the Social Media Plan.
7. Derrick McGary briefed the Committee on the direction of the new .com website with Ed Suite and Chabin Concepts. New website to be launch on March 1, 2013.
8. Adjourn to Executive Session pursuant to the following Sections:
 - a. Section 551.072 of the Texas Government Code; Deliberation of the purchase, exchange, lease, or value of real property.
9. With no other business to conduct meeting adjourned at 1:30 p.m.



RESOLUTION NO. 20130226-01

PURCHASE OF AUTO, EMPLOYMENT LIABILITY, PUBLIC ENTITY MANAGEMENT, GENERAL LIABILITY, INLAND MARINE, PROPERTY AND UMBRELLA INSURANCE WITH CONNER AND DUFFER INSURANCE THROUGH TRAVELER'S OR ITS AFFILIATES TO COVER RELATED ASPECTS OF TEXAMERICAS CENTER OPERATIONS (\$236,143.00)

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center Board of Directors deems it necessary to procure the insurance to fulfill certain contractual obligations and to protect TexAmericas Center from risks of loss; and

WHEREAS, the insurance agency of Conner and Duffer has brokered a competitively priced product for the covered list of services through Traveler's Insurance as per the attached bid;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of TexAmericas Center that the Executive Director/CEO, William V. Cork, shall be and is hereby authorized to enter into a contract with Conner and Duffer Insurance and Traveler's Insurance or their affiliates to procure insurance for TexAmericas Center in an amount not to exceed \$236,143.00.

PASSED AND APPROVED THIS 26th day of February, 2013.

Denis Washington, Chairman of the Board

ATTEST:

Wayne Cranfill, Secretary-Treasurer

Attached: Conner and Duffer Bid

TexAmericas Center

Travelers Policy Summary

Effective 04/01/2013

Travelers is the leading provider of coverage for public entities.

Risk control and additional services available up request.

Property Schedule	32 Million scheduled
Annual Premium: \$133,794	\$25,000 Deductible -- All locations but 2 \$1,000 Deductible RRRR Office Contents \$1,000 Deductible New Pump House Contents
Inland Marine	\$330,000 limit 5 Generators 1 Cat Dozer \$1,000 Deductible
Annual Premium: \$2,310	
General Liability	\$2,000,000 Aggregate / \$1,000,000 Occurrence \$250,000 limit Sewage Backup Negligent Acts \$250,000 limit Failure to Supply \$10,000 Deductible
Annual Premium: \$43,479	
Public Entity Management Liability	\$2,000,000 Aggregate \$1,000,000 Occurrence \$10,000 Deductible
Annual Premium: \$6,699	
Public Entity Employment-Related Practices Liability	\$1,000,000 Aggregate \$1,000,000 Per Occurrence \$15,000 Deductible
Annual Premium: \$18,618	
Auto Liability	\$1,000,000 Limit Uninsured motorist -- \$100,000 limit Hired and Non-Owned -- \$500 Deductible Personal Injury Protection -- \$2,500 limit Physical Damage Deductible: \$1,000
Annual Premium: \$22,457	
Umbrella Excess Liability	\$1,000,000 over underlying General Liability Employer's Liability Auto Public Entity Management NOT Employment Practices
Annual Premium: \$8,779	

TexAmericas Center
Premium Summary Comparison

<u>POLICY TYPE</u>	<u>2012</u>	<u>2013</u>
Auto	\$18,510.00	\$22,459.00
Employment Liability	\$15,495.00	\$18,618.00
Public Entity Management	\$6,702.00	\$6,699.00
General Liability	\$44,777.00	\$43,479.00
Inland Marine	\$2,310.00	\$2,310.00
Property	\$116,000.00	\$133,799.00
Umbrella	\$8,040.00	\$8,779.00
<u>TOTALS</u>	\$211,834.00	\$236,143.00

Changes in exposure from 2012:

Increase in auto is due to 3 more vehicles -- same rates
Liability premium flat
Property limit now \$31,883,078; an increase of \$3,428,826
Added buildings and a change in values
Rate changed 3%

TexAmericas Center (Red River Redevelopment Authority)

Loc#	Bldg#	Occupancy	Address	City	State	Zip	Building	Values	Contents	Total	Valuation	Const	Prot	Year	Sq. Ft.	ITV	Bldg Updates - Year			
													Class	Build		\$/Sq. Ft.	Roof	Wiring	Plumb	Heat
1	1	Storage & Shop Bldg 312	107 Chapel Lane	New Boston	TX	75570	5,200,000	0	0	5,200,000	RC	FR	6	1989	126,700	41				
1	2	Warehouse Bldg 133	107 Chapel Lane	New Boston	TX	75570	607,426	0	0	607,426	RC	MNC	6	1942	14,300	41				1990
1	3	Army Depot Bldg 150	107 Chapel Lane	New Boston	TX	75570	450,897	0	0	450,897	RC	JM	6	1942	12,460	35				1990
1	4	Office Building 11	107 Chapel Lane	New Boston	TX	75570	500,000	250,000	250,000	750,000	RC	NC	6	1982	5,000	100				
1	5	RRRA Bldg 107	107 Chapel Lane	New Boston	TX	75570	300,000	100,000	100,000	400,000	RC	NC	6	1988	5,000	60				
1	6	Army Depot Bldg 333	107 Chapel Lane	New Boston	TX	75570	14,017,536	0	0	14,017,536	RC	FR	6	1984	218,857	64				
1	7	Maintenance Shop Bldg 164	107 Chapel Lane	New Boston	TX	75570	155,210	0	0	155,210	RC	MNC	6	1942	4,300	36				1990
1	8	Army Depot Bldg 154	107 Chapel Lane	New Boston	TX	75570	696,204	0	0	696,204	RC	MNC	6	1942	19,226	36				1990
1	9	WW Williams Bldg 135	107 Chapel Lane	New Boston	TX	75570	607,426	0	0	607,426	RC	MNC	6	1942	15,000	40				1990
1	10	Office Building 342	107 Chapel Lane	New Boston	TX	75570	240,634	0	0	240,634	RC	FR	6	1990	4,000	60				
1	11	Office Building 123	107 Chapel Lane	New Boston	TX	75570	192,741	0	0	192,741	RC	Frame	6	1986	8,000	24				
1	12	Office Building 125	107 Chapel Lane	New Boston	TX	75570	45,557	0	0	45,557	RC	MNC	6	1980	1,075	42				
1	13	Office Building 12	107 Chapel Lane	New Boston	TX	75570	248,000	0	0	248,000	RC	FR	6	1942	4,000	60				
1	14	Storage Building 175	107 Chapel Lane	New Boston	TX	75570	180,475	0	0	180,475	RC	MNC	6	1980	5,000	36				
1	15	Texarkana College Bldg 115	107 Chapel Lane	New Boston	TX	75570	655,449	0	0	655,449	RC	FR	6	2005	19,600	33				
1	16	Genova Bldg 139	107 Chapel Lane	New Boston	TX	75570	89,945	0	0	89,945	RC	FR	6	1986	2,576	35				
1	17	Storage and Warehouse Bldg 170	107 Chapel Lane	New Boston	TX	75570	55,000	0	0	55,000	RC	MNC	6	1942	1,530	36				1990
1	18	Shop Building 320	107 Chapel Lane	New Boston	TX	75570	1,203,171	0	0	1,203,171	RC	FR	6	2005	75,000	16				
1	19	Cass Utilities Bldg 245	107 Chapel Lane	New Boston	TX	75570	541,427	0	0	541,427	RC	Frame	6	1955	15,000	36				1990
1	20	Army Depot Bldg 228	107 Chapel Lane	New Boston	TX	75570	788,486	0	0	788,486	RC	JM	6	1986	12,500	63				
1	21	Pumps, Motors, Control Panels Bldg 361/361A	107 Chapel Lane	New Boston	TX	75570	0	216,000	0	216,000	RC	JM	6	1942						
1	22	Chrome Systems Contents Bldg 354	107 Chapel Lane	New Boston	TX	75570	0	500,000	0	500,000	RC	JM	6	1942						
1	23	Pumps, Control Panels Electric Bldg 1185	107 Chapel Lane	New Boston	TX	75570	0	250,000	0	250,000	RC	JM	6	1942						
1	24	Pumps, Motors, Control Center Bldg 1191	107 Chapel Lane	New Boston	TX	75570	0	250,000	0	250,000	RC	JM	6	1942						
1	25	Sewer Plant/Pumps/Motors/Panels	107 Chapel Lane	New Boston	TX	75570	0	86,400	0	86,400	RC	JM	6	1942						
1	26	Vehicle Repair Shop Bldg 290	290 Combat Drive	New Boston	TX	75570	70,086	0	0	70,086	RC	MFR	6	1986	1,920	37				
1	27	Commander's Home Bldg 20	20 Circle Drive	New Boston	TX	75570	385,482	0	0	385,482	RC	FR	6	2007	3,500	110				
1	28	Office Bldg 318	318 Combat Drive	New Boston	TX	75570	252,315	0	0	252,315	RC	MFR	6	1980	4,000	63				
1	29	Office Bldg 5	255 Oak Street	Hooks	TX	75561	54,000	0	0	54,000	RC	Frame	6	2007	1,600	53				
1	30	E 142	107 Chapel Lane	New Boston	TX	75570	728,000	0	0	728,000	RC	MFR	4	1943	19,600	37				1990
1	31	Shop #1 TexAmericas	255 Oak Street	Hooks	TX	75561	86,740	0	0	86,740	RC	Frame	6	1982	4,337	20				
1	32	Shop #2 TexAmericas	255 Oak Street	Hooks	TX	75561	82,181	0	0	82,181	RC	Frame	6	1962	4,109	20				
1	33	WW Williams Warehouse	556 Oak Street	Hooks	TX	75561	770,000	0	0	770,000	RC	Frame	6	1942	22,000	35				
1	34	WW Williams Warehouse	557 Oak Street	Hooks	TX	75561	770,000	0	0	770,000	RC	Frame	6	1942	22,000	35				
1	35	TexAmerica - Pump House	297 Cass Street	Hooks	TX	75561	50,000	25,000	25,000	75,000	RC	Frame	6	2012	600	83				
1	36	TexAmerica - Hunt House	320 Cypress Street	Hooks	TX	75561	58,290	0	0	58,290	RC	Frame	6	1970	1,943	30				
1	37	Murphy Timber	125 Austin Street	Hooks	TX	75561	32,000	0	0	32,000	RC	Frame	6	1970	1,600	20				
1	38	Ranger Systems	201 Bowie Parkway	Hooks	TX	75561	145,000	0	0	145,000	RC	Frame	6	1970	7,254	20				

Stories of Buildings: All shop buildings have full side walls and roof structures but none have a second story floor space

Only 2 buildings are sprinklered



MINUTES
January 22, 2013
11:30 A.M.

TexAmericas Center Board met at TexAmericas Center's office located at 107 Chapel Lane, New Boston, Bowie County, Texas on Tuesday, January 22, 2013.

1. The Directors and public began to assemble at 11:30 a.m. where lunch was served and the meeting was called to order at 12:08 p.m. by Denis Washington, Chairman of the Board of Directors, who certified that the meeting was properly posted, being held in accordance with the Texas Open Meetings Act and that a quorum was present.

2. The Pledge of Allegiance and Reflection were led by Cyd Collins.

3. Directors in attendance were:

Denis Washington	Ron Collins	Don Morriss	Billy Sams
Wayne Cranfill	Mark Mayo	Brenda Rochelle	Gabe Tarr
Mike Carter	Jay Wommack	Justin Powell	

Directors absent with excused absence:

Leroy Jones	Boyd Sartin	Jim Roberts	Mike Ashford
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Staff and others in attendance were:

Bill Cork	Cyd Collins	Scott Norton	Nate Hahm
Beth Corbin	Eli Hunt	Wes Jordan	Bill Cox
		Jordan Law Firm	Holiday Lemons & Cox
Jerry Sparks	Pat McCoy	Paige Alexander	
	Bowie Co. Commissioner	Texarkana Gazette	

4. Denis Washington asked for public comments, limited to 5 minutes per speaker. No one spoke.

5. Bill Cork briefed the Board on the meetings from the following standing Committees:

- a. **Investment & Finance Committee**
- b. **Environmental Committee**

6. A motion was made by Wayne Cranfill and seconded by Don Morriss to approve items listed under the Consent Agenda. The motion carried unanimously by voice vote. Those items included:

- a. Approve Minutes of Board Meeting from November 27, 2012.
- b. Approve General Fund Check Book Register and Deposits Summary from November 16, 2012 – January 11, 2013.
- c. Approve Enterprise Fund Check Book Register and Deposits Summary November 16, 2012 – January 11, 2013.

- d. Consider and take action upon **Resolution #20130122-01** authorizing the Executive Director/CEO to accept the **Fiscal Year 2013 – 1st Quarter Investment Report**.
 - e. Consider and take action upon **Resolution #20130122-02** accepting the **Fiscal Year 2013 – 1st Quarter Scrap Report**.
 - f. Consider and take action upon **Resolution #20130122-03** authorizing the Executive Director/CEO to enter into a contract with **Transamerica Life Insurance Co.** for supplemental benefits.
7. Consider and take action upon Resolution **#20130122-04** accepting the **Final Auditor's Report and Fiscal Year 2012 Financial Statements**. It was noted during discussion on the Audit Report that the Management Representation letter included a representation related to the timing of the sale of certain water assets to the City of Texarkana, TX. Specifically, the agreement to transfer the assets was completed in FY2012, however, the exact inventory of assets and their value along with a revised bill of sale was not completed until Q12013. It was decided by staff and the auditors concurred that that sale of the assets was recorded correctly as a Q12013 event. A motion was made by Brenda Rochelle and seconded by Ron Collins. The motion carried unanimously by voice vote.
 8. Consider and take action upon Resolution **#20130122-05** accepting the **Fiscal Year 2013 – 1st Quarter Financial Statements**. A motion was made by Gabe Tarr and seconded by Don Morriss. The motion carried unanimously by voice vote.
 9. Consider and take action upon Resolution **#20130122-06** authorizing the Executive Director/CEO to execute a service contract with **WorkCare, Inc., WorkCare Medical Group, Inc.** for a three-year term. A motion was made by Don Morriss and seconded by Brenda Rochelle. The motion carried unanimously by voice vote.
 10. Heard staff presentation on **Fiscal Year 2013 – 1st Quarter Environmental Compliance Calendar**.
 11. Heard a staff presentation and discussion on the Forestry Management and Hunting Programs. Staff discussed upcoming Prescribed Burns for 1,600 acres, Reforestation Project for 360 acres, Harvest numbers for FY2012-2013 Hunting Season and of \$3,000 Environmental Education Grant we received from International Paper.
 12. Consider and take action upon **Resolution #20130122-07** authorizing the Executive Director/CEO to execute a **Change Order One (1) with CAS Construction** for Remodel Project of TexAmericas Center Headquarters Project in the amount of **\$6,442.85**. A motion was made by Mark Mayo and seconded by Ron Collins. The motion carried unanimously by voice vote.
 13. Consider and take action upon **Resolution #20130122-08** authorizing the Executive Director/CEO to execute a time and materials contract with **Science Applications International Corporation** for certain environmental services work at TexAmericas Center – East not to exceed **\$60,000**. A motion was made by Ron Collins and seconded by Mark Mayo. The motion carried unanimously by voice vote.
 14. A motion was made to adjourn to Executive Session by Brenda Rochelle and was seconded by Gabe Tarr. The motion carried unanimously by voice vote.

15. A motion was made by Brenda Rochelle and seconded Justin by to reconvene into Open Session. The motion unanimously carried by voice vote.

With no other business to discuss a motion was made by Mike Carter and seconded by Justin Powell to adjourn meeting at 1:47 p.m. The motion unanimously carried by voice vote.

The above and foregoing minutes of TexAmericas Center Board of Directors meeting, January 22, 2013 were read and approved on the 26th day of February, 2013.

Denis Washington, Chairman of the Board

Attest:

Wayne Cranfill, Secretary-Treasurer

TexAmericas Center General Fund
Check Register & Deposit Summary
January 12 - February 14, 2013

Date	Num	Name	Memo	Amount
01/14/2013			Deposit	436.58
01/17/2013	11968	Airgas Mid South, Inc.	Fuel	(31.25)
01/17/2013	11969	Blackwood Service Group	Custodial Services	(585.00)
01/17/2013	11970	Bolls Distributing Co., Inc.	Office Water	(76.00)
01/17/2013	11972	Dot's Rentals & Sales	Equipment Rental	(717.08)
01/17/2013	11973	dye, van mol & lawrence	Marketing Services	(16,397.46)
01/17/2013	11974	Express Employment Professionals	Temporary Labor	(1,228.80)
01/17/2013	11975	Garrity and Knisely	Legal Services	(2,475.00)
01/17/2013	11976	I.T. Works	I.T. Services	(1,542.00)
01/17/2013	11977	Madison Services, Inc.	Property Maintenance	(2,368.00)
01/17/2013	11978	MTG Engineers & Surveyors	Consulting Services	(6,628.25)
01/17/2013	11979	Texarkana Water Utilities	Utilities	(31.84)
01/17/2013	11980	Vail & Knauth, LLP	Audit	(10,000.00)
01/17/2013	11981	Valley View Consulting, LLC	Investment Consulting	(2,500.00)
01/17/2013	11982	Regions	Credit Card Payment	(233.83)
01/17/2013	11983	Regions	Credit Card Payment	(319.25)
01/17/2013			Funds Transfer	20,000.00
01/17/2013	11984	Bumper to Bumper	Equipment Repairs	(166.64)
01/17/2013	EFT	TASC	Insurance Fees	(88.46)
01/17/2013			Funds Transfer	(20,000.00)
01/21/2013			Deposit	5,069.91
01/22/2013	E-pay	Texas Workforce Commission	Payroll Liabilities	(409.21)
01/22/2013	11985	Capital One Bank, N.A.	Debt Service Transfer	(13,330.37)
01/22/2013			Funds Transfer	(25,298.33)
01/22/2013	January Payment	Capital One Bank, N.A.	Debt Service Transfer	13,330.37
01/23/2013			Deposit	6,733.70
01/24/2013		QuickBooks Payroll Service	Payroll 1/25/13	(34,426.33)
01/24/2013			Funds Transfer	60,000.00
01/24/2013			Funds Transfer	(60,000.00)
01/25/2013	E-pay	United States Treasury	Payroll Liabilities	(14,063.65)
01/25/2013	11986	Texas Child Support SDU	Payroll Liabilities	(474.48)
01/25/2013	EFT	InWest Retirement Solutions	Payroll Liabilities	(8,253.15)
01/28/2013	EFT	Wright Express	Credit Card Payment	(1,063.85)
01/28/2013			Deposit	21,171.00
01/30/2013			Deposit	4,000.00
01/30/2013			Deposit	7,297.50
01/30/2013			Deposit	11,437.00
01/30/2013			Deposit	36,215.00
01/30/2013			Deposit	100.00
01/30/2013			Deposit	200.00
01/31/2013	EFT	TASC	Insurance Fees	(88.46)
01/31/2013			Deposit	189,817.70
01/31/2013			Interest	1,740.67
02/01/2013	EFT	Capital One Bank, N.A.	January Payment	(13,330.37)
02/04/2013	11987	USAbLe	Insurance	(8,929.09)
02/04/2013	11988	AT&T Mobility	Cell Phone	(1,390.81)

TexAmericas Center General Fund
Check Register & Deposit Summary
January 12 - February 14, 2013

Date	Num	Name	Memo	Amount
02/04/2013	11989	AEP Southwestern Electric Power Company	Utilities	(671.96)
02/04/2013	11990	Blackwood Service Group	Custodial Services	(585.00)
02/04/2013	11991	Bolls Distributing Co., Inc.	Office Water	(50.50)
02/04/2013	11992	CAS Construction	Building 11 Remodel	(26,907.59)
02/04/2013	11993	CenterPoint Energy	Utilities	(2,443.98)
02/04/2013	11994	Chef on the Run	Board Meeting Lunch	(475.00)
02/04/2013	11995	Cork, Bill	Per Diem	(365.00)
02/04/2013	11996	Defense Finance and Accounting Services	Utilities	(3,881.74)
02/04/2013	11997	Dish Network	Utilities	(59.90)
02/04/2013	11998	Federal Express	Postage	(61.57)
02/04/2013	11999	Garrity and Knisely	Legal Services	(9,900.00)
02/04/2013	12000	Hunt, Eli	Reimbursement	(25.00)
02/04/2013	12001	I.T. Works	I.T. Services	(1,388.87)
02/04/2013	12002	Jordan Law Firm, L.L.P.	Legal Services	(5,810.00)
02/04/2013	12003	McGary, Derrick	Per Diem	(142.50)
02/04/2013	12004	McWilliams & Associates	Contract Services	(6,000.00)
02/04/2013	12005	MTG Engineers & Surveyors	Consulting Services	(5,071.00)
02/04/2013	12006	New Boston Chamber of Commerce	Chamber Dinner	(130.00)
02/04/2013	12007	Phillips, Faith	Reimbursement	(55.23)
02/04/2013	12008	TASC	Insurance Fees	(268.50)
02/04/2013	12009	Texarkana Chamber of Commerce	EDC Dinner	(50.00)
02/04/2013	12010	Texarkana New Holland / JCB Rental and Us	Equipment Repairs	(926.95)
02/04/2013	12012	Verizon	Conference Calling	(68.26)
02/04/2013	12013	Waste Management	Waste Disposal	(265.95)
02/04/2013	12014	Windstream Communications, Inc.	Telephone	(2,360.50)
02/04/2013	EFT	TASC	HRA Funding	(1,250.00)
02/05/2013			Funds Transfer	135,000.00
02/05/2013			Funds Transfer	(135,000.00)
02/06/2013	EFT	Guaranty Bond Bank	Line of Credit Fee	(50.00)
02/07/2013		QuickBooks Payroll Service	Payroll 2/8/13	(33,898.39)
02/07/2013			Deposit	1,994.95
02/07/2013			Deposit	20.00
02/08/2013	E-pay	United States Treasury	Payroll Liabilities	(13,917.93)
02/08/2013	E-pay	InWest Retirement Solutions	Payroll Liabilities	(8,288.93)
02/08/2013		Texas Child Support SDU	Payroll Liabilities	(474.48)
02/08/2013		UNT -PFIA	Training & Education	(720.00)
02/08/2013			Deposit	29,166.27
02/11/2013			Deposit	233.96
02/12/2013	EFT	TASC	Insurance Fees	(257.76)
02/12/2013			Deposit	1,084.24
02/12/2013			Deposit	299,762.11
02/12/2013			Deposit	192,469.00
02/14/2013	EFT	Wright Express	Credit Card Payment	(710.71)

TexAmericas Center - Enterprise Fund Check Register & Deposit Summary

January 12 - February 14, 2013

Date	Num	Name	Memo	Amount
01/16/2013	EFT	Regions Bank - P Card	Credit Card Payment	(4,348.09)
01/17/2013	3754	Ana-Lab Corp.	Analytics	(1,530.00)
01/17/2013	3755	Berlin Packaging LLC	Sampling/Supplies	(1,169.76)
01/17/2013	3756	Bumper to Bumper	Equipment Repair	(105.15)
01/17/2013	3757	Cork, Bill	Per Diem	(138.00)
01/17/2013	3758	Directorate of Public Works	Analytics	(5,156.00)
01/17/2013	3760	Hach Company	Chemicals	(573.50)
01/17/2013	3761	Momar	Chemicals	(1,028.60)
01/17/2013	3762	Morrison Supply Company	Line Repairs	(136.00)
01/17/2013	3763	Sherrill Construction Company	Elliot Lake Project	(52,523.66)
01/17/2013	3764	Texarkana Water Utilities	Utilities	(15.89)
01/17/2013	3765	Texas Excavation Safety System, Inc.	Subscription Fees	(21.85)
01/17/2013	3766	Uni Pure Corporation	Plant Repairs	(1,945.09)
01/17/2013	3767	USA Bluebook Inc.	Supplies	(2,076.78)
01/17/2013	3768	Waste Management	Waste Disposal	(2,493.09)
01/17/2013	1022	Apex Geo Science, Inc.	X Plant	(3,988.50)
01/22/2013			Funds Transfer	25,298.33
01/23/2013	EFT	Wright Express	Credit Card Payment	(1,120.05)
01/29/2013	EFT	The Bank of New York Mellon	Bond Payment	(151,790.00)
01/31/2013	EFT	Regions Bank	Reverse Fee	23.00
01/31/2013			Service Charge	(23.00)
01/31/2013			Interest	1.80
01/31/2013	EFT	Regions Bank	Reverse Fee	23.00
01/31/2013			Service Charge	(23.00)
01/31/2013			Interest	0.23
01/31/2013	EFT	Regions Bank	Reverse Fee	23.00
01/31/2013			Service Charge	(23.00)
01/31/2013	EFT	Regions Bank	Reverse Fee	23.00
01/31/2013			Service Charge	(23.00)
01/31/2013			Interest	0.05
01/31/2013			Interest	1,848.84
01/31/2013			Interest	287.88
01/31/2013			Service Charge	(15.00)
01/31/2013			Interest	51.20
01/31/2013			Interest	64.76
02/04/2013	3769	AEP SWEPCO	Utilities	(5,270.80)
02/04/2013	3770	Ana-Lab Corp.	Analytics	(2,155.00)
02/04/2013	3771	Bumper to Bumper	Equipment Repair	(8.38)
02/04/2013	3772	Eagle Labs, Inc.	Analytics	(2,666.50)
02/04/2013	3773	Elliott Electric Supply, Inc.	Plant Repairs	(119.60)
02/04/2013	3774	Express Lube	Vehicle Maintenance	(35.95)
02/04/2013	3775	Federal Express	Postage	(70.45)
02/04/2013	3776	Jordan Law Firm, LLP	Legal Services	(70.00)
02/04/2013	3777	LCRA Environmental Laboratory Services	Analytics	(112.34)

TexAmericas Center - Enterprise Fund Check Register & Deposit Summary

January 12 - February 14, 2013

Date	Num	Name	Memo	Amount
02/04/2013	3778	Morrison Supply Company	Line Repairs	(1,583.00)
02/04/2013	3779	MTG Engineers & Surveyors	Consulting Services	(6,624.75)
02/04/2013	3780	South Ark Electric, Inc.	Electrical Repairs	(2,954.92)
02/04/2013	3781	Texarkana Water Utilities	Utilities	(1,862.03)
02/04/2013	3782	USA Bluebook Inc.	Supplies	(578.42)
02/04/2013	3783	Waste Management	Waste Disposal	(265.28)
02/04/2013	3784	Wright Brothers Excavating	Plant Repairs	(600.00)
02/04/2013	1024	Heritage Constructors, Inc.	X Plant	(1,185,289.15)
02/08/2013			Deposit	1,874.07
02/11/2013	3785	Red River Valley Association	Conference Fee	(300.00)
02/13/2013	EFT	Wright Express	Credit Card Payment	(1,043.21)



RESOLUTION NO. 20130226-02

AUTHORIZING THE EXECUTIVE DIRECTOR/CEO TO EXECUTE A DIRECT SALE CONTRACT WITH RED RIVER ARMY DEPOT FOR ANALYTICAL SERVICES

WHEREAS, TexAmericas Center is a political subdivision of the State of Texas with the powers and authorities specified in Chapter 3503 of the Special District Local Laws Code of the State of Texas; and

WHEREAS, TexAmericas Center has a need for laboratory services to support its utility and other environmental services; and

WHEREAS, Red River Army Depot's Chemistry Laboratory provides certain needed services and is fully qualified and State certified to perform these services;

NOW, THEREFORE, BE IT RESOLVED that the Executive Director/CEO shall be and he is here by authorized to enter into a direct sale contract with Red River Army Depot to provide analytical services for TexAmericas Center on terms substantially the same as attached hereto.

PASSED and APPROVED this 26th day of February, 2013.

Denis Washington, Chairman of the Board

ATTEST:

Wayne Cranfill, Secretary-Treasurer

Attached: Direct Sale Contract #W911RQ-13-C-DS02

DIRECT SALES CONTRACT W911RQ-13-C-DS02
TexAmericas Center
107 Chapel Lane
New Boston, TX 75570

This Direct Sales Contract, **W911RQ-13-C-DS02**, is entered into as of the day signed by the Government Contracting Officer, between TexAmericas Center (TAC), hereinafter referred to as the Buyer, and Red River Army Depot (RRAD), hereafter referred to as the seller.

1. PURPOSE. This contract establishes a contractual relationship and agreement between TexAmericas Center as the Buyer, and Red River Army Depot, as the seller, for the analytical testing of wastewater samples.

The testing and analytical services will be accomplished IAW Attachment A, Scope of Work/Specification for Analytical Services, dated 7 Feb 2013.

2. PRICING. Contract pricing is **\$5,473.00 per month** or \$65,676.00 per year for the services listed in the reportable analysis category for outfalls from the Industrial Waste Treatment Plant (IWTP) and the Sewage Treatment Plant (X-Plant), along with daily screening analysis of IWTP

3. TERMS AND CONDITIONS.

- A. **AUTHORITY.** This contract is entered into by the parties hereto under the authority of Title 10 US Code 2539b(a)(3) for the purposes set forth above.
- B. **ACCEPTANCE – ENTIRE AGREEMENT.** This document shall constitute the entire agreement between the parties, and no change or modifications thereof shall be binding upon the parties unless mutually agreed to and signed by an authorized representative of each party.
- C. **STANDARD OF SERVICE.** The Seller shall be responsible for, and shall cause others to be responsible for, compliance with all applicable laws, ordinances, rules, and regulations now in force or enacted or adopted in the future which pertain in any manner to the work to be performed under this agreement. Further, Seller shall ensure that all work under this agreement is performed in a professional manner. Seller warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Buyer shall have 30 days from receipt of items from Seller to inspect and accept the items. If any defect is discovered, Buyer shall give written notice within the

30-day acceptance period of the defect or nonconformance to the seller. This notice shall state either (1) that the Seller shall correct or remedially perform any defective or nonconforming services, or (2) that the Buyer does not require correction or remediation.

- D. **PAYMENT TERMS.** The Seller agrees to exert its best efforts to perform the services called for herein based on the Contract prices set fourth herein, but the parties further understand and agree that Federal law (10 US Code 4543) requires advance incremental funding by the Buyer before any such work is undertaken by the Seller. The advanced incremental funding required by this contract is set forth in the payment schedule below. The Buyer also understands and agrees that the Seller will perform no work if such advance funding has not been received. The Buyer further understands and agrees that the Seller is legally prohibited from incurring costs in excess of the funds actually received from the Buyer as advanced funding. When the advanced funding limit is reached and all such funds are expended, the Seller will cease performance of work and will not initiate further work until additional funding is received. Funds should be made payable to the U.S. Treasury and sent to the following address:

Red River Army Depot
Directorate for Resource Management TARR-R
Attention: Theresa Weaver
100 James Carlow Drive
Texarkana, TX 75507-5000

- E. **PAYMENT SCHEDULE.** The Buyer agrees to provide total or incremental funding for this contract in the amount of \$5,473.00 upon contract execution and an additional \$5473.00 per month for the performance of work in the SOW. Additional analysis requested by TexAmericas Center outside the normal scope of work will be billed on a per sample basis according to the Price List Guidelines found within the SOW.
- F. Payment to the Seller will be in accordance with the payment instructions to be provided by the Seller.
- G. **PRODUCTION AND DELIVERY SCHEDULE.** Buyer will provide samples to be tested to the Seller in accordance with the attached Scope of Work/Specification.

Seller will perform analytical service called for in this contract in accordance

with the delivery requirements in the attached Scope of Work/Specification. The period of service is 1 March 2013 through 28 February 2014.

- H. **DELAYS.** Seller agrees to notify the Buyer immediately if progress under this agreement is delayed in any manner. If delay is due to material breach in the responsibilities of the Buyer and over which the Buyer has control, the Seller agrees to notify the Buyer in writing of such a breach. However, in no case shall work be delayed due to a dispute under this contract. Any delay accepted by the Buyer shall be evidenced by written modification to this agreement. Seller shall continue to perform to the best of their ability until all work under this agreement is complete, subject to the availability of funding.
- I. **INDEMNIFICATION.** As required by Title 10 US Code 4543(a)(6), the Buyer expressly agrees to hold harmless and indemnify the Seller and the United States, except in a case of willful misconduct or gross negligence, from any and all claims for property damage (including repair and replacement cost, and loss of beneficial use) and all claims for injury (including bodily injury and disease) or death to any person arising out of the performance of this contract or the sale of any article or service contracted for in this agreement. This hold harmless and indemnification requirement includes, but is not limited to, the cost of litigation (including Alternate Dispute Resolution (ADR) expenses, court costs, and Government attorney's fees) and all reasonable settlement expenses and costs. The liability of Buyer is limited to the liability to which Buyer is responsible under the Texas Tort Claims Act.
- J. **TERMINATION.** The Buyer may terminate this Agreement, in whole or in part, at any time by providing written notice via registered or certified mail to the Seller. Such notice must be signed by an official of the TexAmericas Center with actual authority to issue such a contract termination. In such event the Seller will immediately comply with the termination directive and take all reasonable steps to minimize the incurrence of costs allocable to the termination. To the extent that an order is not terminated in whole, the Seller shall continue performance. Advanced incremental funding received in excess of cost incurred which results from such complete or partial termination will be reimbursed to the Buyer in an amount negotiated between the parties.
- K. **CANCEL OR SUSPEND.** The Seller and the US Government reserve the right to cancel or suspend all or part of its performance under this contract in the event that such performance is deemed by the Department of Defense, the Department of the Army, or other Defense Command Agency (e.g. US Army

Tank-automotive and Armaments Command), to interfere, for any reason, with the performance of work by the Seller on behalf of the Department of Defense in support of one of its contracts, or for any reason is determined to not be in the best interest of the United States. The right to cancel or suspend performance hereunder shall be in addition to the right reserved by the US Government to cancel or suspend performance under this contract for unusual and compelling circumstances when the national interest of the United States so requires. The Buyer agrees that the seller shall not become liable to the Buyer as a result of such cancellation or suspension. When such a cancellation or suspension occurs, the Seller will return to the Buyer any advanced incremental funding received but not yet expended or incurred against the contract. Seller agrees to promptly notify the Buyer in the event the performance of this Contract is canceled or suspended pursuant to this provision.

- L. **CHANGES.** During the performance of this Contract, the Buyer may require addition to, alterations of, or deductions or deviations (all hereinafter referred to as a "change") to the scope of work for services to be furnished by the seller. No change shall be considered as an addition, alteration, or deduction, or deviation to the scope of work, nor shall Seller be required to perform such "change" services, nor be entitled to compensation for performance of same or work done pursuant to or in contemplation of a change unless a written modification to this Agreement is mutually agreed to and signed by an authorized representative of each party.

- M. **DISPUTE PREVENTION.** Each party is committed to a dispute prevention atmosphere during the performance of this Agreement and each party recognizes that cooperation, rather than confrontation, is an effective and efficient way to accomplish a joint work effort. In furtherance of that goal, the parties agree to take steps to establish a cooperative process for evaluating progress and solving problems. The parties recognize that the development of a cooperative and structured team process for dealing with unexpected problems is a useful mechanism for establishing open communication and dispute prevention. The parties agree that the settlement of a dispute through a negotiated settlement or through alternate dispute resolution (ADR) methods to avoid litigation will increase the opportunity for relatively inexpensive and expeditious resolution of issues in controversy. The parties further agree that when both parties recognize the existence of an issue in controversy that cannot be resolved by a timely negotiated settlement, the parties will elect to participate in an ADR process by agreeing to alternate procedures and processes to be used in lieu of formal litigation which includes participation by officials, or their

representatives, of both parties that have the authority to resolve the issue in controversy.

N. **COMPLIANCE WITH LAWS.** Both parties recognize their responsibility to comply with all applicable federal laws, executive orders, and rules and regulations applicable to a Federal Installation during the performance of this Contract.

O. **DURATION.** This Contract is effective from the date of execution and will terminate upon 30 days written notice by either party, upon the completion of all Seller obligations under this Contract, or operation of Law.

P. **OPTIONS.**

a. Option for Increased Quantity. The Buyer may have a requirement for the Seller to produce and deliver additional items identified in paragraph 1 or may have a requirement for the Seller to produce other similar items or to perform additional services during the course of this contract. Upon notification by the Buyer and agreement of the Seller that additional quantities or items may be added or services performed, a modification to the contract will be prepared to identify those items, quantities, prices, and delivery requirement. Additional funding will be provided with the executed modification prior to the Seller beginning the added work.

b. Option to Extend the Term of the Contract. The term of this contract will not exceed 12 months unless otherwise extended. The contract may be extended beyond the 12-month period by modification of the contract; however, the contract, to include extensions, will not exceed a total of 24 months unless otherwise agreed to by both the Buyer and the Seller

IN WITNESS WHEREOF, the Parties hereto have executed this Contract effective as of the date indicated above.

Contracting Officer
Red River Army Depot

William V. Cork
Executive Director/CEO
TexAmericas Center

Date: _____

Date: _____

Scope of Work/Specification for Analytical Services

The services provided under this agreement are critical to the operation of the water, wastewater and industrial wastewater treatment systems of Buyer and are needed by Buyer in the operation of its systems in a time critical environment. The services are not immediately available by another supplier in the area which can meet the time constraints and requirements for operation of the systems. The provision of these services by Seller largely benefits Red River Army Depot by insuring that the quality of the potable water provided to Red River Army Depot is sufficient for Red River Army Depot to meet its mission requirements and that the treatment of the wastewater and industrial wastewater complies with applicable laws in order that the operations of Red River Army Depot in fulfilling its mission requirements may go unimpeded. Seller is to provide analytical laboratory testing of wastewater samples supplied by the Buyer. Testing will be for those chemical types, frequencies, methods and sample types, for both reportable and screening analysis, as outlined in this scope of work. Protocols and processes to be followed:

1. **Sample Custody** - A record of chain of custody will be maintained within the laboratory. A copy of that record can be made available to TexAmericas Center (TAC) when requested.
2. **Sample Handling** - All samples will be received, preserved and stored in accordance with established regulatory requirements. Holding times will be met and evidence of compliance will be available within the laboratory.
3. **Method Compliance** - Published methodology as listed in the scope of work will be complied with. Methods listed as "screen" are in-house variations documented in laboratory SOPs which provide quick predictive results suitable for operational purposes (as opposed to regulatory reporting requirements).
4. **Detection Limits** - Laboratory determination of method detection limits will be accomplished according to regulatory guidelines for applicable parameters. Records of such determinations will be maintained in the laboratory and made available upon request.
5. **Standard Traceability** - Records reflecting the traceability of reference standard materials used will be kept within the lab and made available upon request.
6. **Reporting** - Analytical results will be reported on our standard form and can be faxed or emailed. Verbal notification of quick screen results will be made as requested. The

applicable method detection limit or “minimum analytical level (MAL)” as specified by permit will be reported where appropriate. All measurements will be subjected to “statistical control” as delineated within the Laboratory Quality Control Plan.

7. **QC Data** - Records reflecting the results of QC measurements relevant to each analytical result will be maintained within the laboratory and made available upon request.
8. **Electronic Data** - Analytical results can be transmitted electronically as Excel files. These can be converted to ASCII format if required.
9. **Turn Around Time** - Completed analytical results of monthly samples will be reported to TAC on or before the 15th of the following month. In the event of lab equipment failure that will affect this delivery requirement for analytical results, RRAD will immediately notify TAC of the equipment failure. TAC will be responsible for obtaining the required services from other laboratories until such time equipment is restored to an operating condition. Adjustments will be made to the RRAD monthly invoice for analytical services not provided as a result of such failure.
10. **Disposal** - The laboratory will be responsible for the disposal of routine wastewater samples submitted within this scope of work. Sample portions preserved for metals will be disposed of upon successful analysis provided that all results are well within permit limitations. Any sample for which high or unusual results were obtained will be held in the laboratory for 30 days following delivery of the final report to TAC.
11. **Record Keeping** - The laboratory will maintain adequate records to support all analytical data relevant to analysis of TAC samples for a period of three (3) years from the date of sample receipt.
12. **Quality Program** - The laboratory will maintain an on-going quality management program. No certifications are required for the performance of the analyses contained in this scope of work. However, the laboratory will participate at least once annually in an externally administered assessment of laboratory performance.
13. **Sample Delivery** - Sample delivery will be made to the lab during normal operating hours of 0630 to 1700 hours, Monday through Thursday. Provision of the appropriate sampling containers is the responsibility of TAC.

14. **Additional pricing.** Services rendered outside of normal operating hours will be an additional cost billed at the current prevailing overtime rate of the depot. Additional analysis requested by TAC outside the normal scope of work will be billed on a per sample basis according to the Price List Guidelines in this SOW.

Scope of Work

Yearly Workload Approximation*

Reportable Analysis

IWTP	Frequency	Method	Sample Type	# Analysis
pH	Each Release	SM 4500-H+B	Grab	200
TSS	Each Release	SM 2540 D	Grab	200
HEM	1 Per Week	EPA 1664A	Grab	52
TPO4	Each Release	EPA 365.3	Grab	200
Hex Cr	Each Release	SM 3500Cr-D	Grab	200
Chromium	Each Release	EPA 200.7	Grab	200
Zinc	Each Release	EPA 200.7	Grab	200
Lead	Each Release	EPA 200.7	Grab	200
Copper	Each Release	EPA 200.7	Grab	200
Nickel	Each Release	EPA 200.7	Grab	200
Silver	Each Release	EPA 200.7	Grab	200
Cadmium	Each Release	EPA 200.7	Grab	200
Cyanide	1 per week	SM 4500-CN-E	Grab	52
Aluminum	Each Release	EPA 200.7	Grab	200

X-PLANT	Frequency	Method	Sample Type	# Analysis
TSS	2 Per Week	SM 2540 D	24 Hr Composite	104
NH3	1 Per day	SM4500NH3C	24 Hr Composite	365
HEM	1 Per Week	EPA 1664A	Grab	52
TRC	1 Per Week	SM 4500-Cl G	Grab	52
Copper	1 per year	EPA 200.7	24 Hr Composite	1
Cr,Ni,Ag,Pb,Cd,Al	1 each Per year	EPA 200.7	24 Hr Composite	6
COD	1 Per year	EPA 410.4	24 Hr Composite	1
TPO4	1 Per year	EPA 365.3	24 Hr Composite	1

Screening Analysis

Chrome tanks, phosphate treatment and final pre-screens

IWTP	Frequency	Method	Sample Type	# Analysis
pH	Each Release	Screen	Grab	400
TSS	Each Release	Screen	Grab	600
TPO4	Each Release	Screen	Grab	600
Hex Cr	Each Release	Screen	Grab	600
Chromium	Each Release	Screen	Grab	600

Zinc	Each Release	Screen	Grab	600
Lead	Each Release	Screen	Grab	600
Copper	Each Release	Screen	Grab	600
Nickel	Each Release	Screen	Grab	600
Silver	Each Release	Screen	Grab	600
Cadmium	Each Release	Screen	Grab	600
Aluminum	Each Release	EPA 200.7	Grab	600

Analysis is approximate number per year. This workload will satisfy regulatory requirements of TPDES permits for the specific outfalls and analytes listed. Numbers are based on an estimated 200 releases from the IWTP per year.

Price List Guideline for additional testing

<u>Screening Test *</u>	<u>Cost</u>
Total Phosphate	\$10
Hexavalent Chromium	\$20
Oil & Grease (HEM)	\$35
Total Suspended Solids	\$6
Total Dissolved Solids	\$8
Chemical Oxygen Demand	\$10
Total Residual Chlorine	\$20
Ammonia-Nitrogen	\$20
Cyanide	\$30
Metals	\$20 **
TCLP	\$150

* Wastewater analysis (TCLP can be sludge) for process purposes only.
Samples requiring additional QC for reporting to regulatory agencies will be more.
Difficult or concentrated matrices will be more.

** \$20 charge per sample for digestion and analysis of 1 metal -- each additional metal on the same sample will be \$2 more each.

Placeholder for

RESO 20130226-04

Professional Services
Agreement with Hayes
Engineering

Placeholder for

RESO 20130226-05

Professional Services
Agreement with
Electrique Corp.

Placeholder for

RESO 20130226-06

Lease with M2 Services

Placeholder for

RESO 20130226-07

Lease with University of
Alabama-Huntsville

Placeholder

for

RESO 20130226-08

Contract Amendment
with Executive Director