

-

**AGENDA**

Notice is hereby given of a meeting of the Board of Commissioners of Burkburnett to be held on **Monday, January 20, 2014 at 7:00 p.m.** at City Hall-Council Chambers, 501 Sheppard Road, Burkburnett, Texas for the purpose of considering the following agenda items. The Board of Commissioners may discuss and take action on any item on this agenda. The Board of Commissioners reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public may speak on items listed on the posted agenda. All persons desiring to address a specific agenda item must submit an "Appearance before the City Commissioners" form prior to the reading of the item to the City Clerk, Janelle Dolan. The Mayor will allow comments before each agenda item for which they have requested to be heard. Comments will be limited to three (3) minutes with a maximum two (2) minute extension following approval by a majority of the members of the Board of Commissioners.

**Item 1.** Mayor: Call meeting to order.

**Item 2.** Invocation- Carl English, Associate Pastor, Providence Baptist Church.

**Item 3.** Pledge of Allegiance.

**Item 4. CONSENT AGENDA:**

A. Approval of Minutes from December 9 Special Called Meeting and December 16, 2013

**Item 5.** Resolution Number 554. A resolution with Texas Community Development Program Block Grant (TxCDBG) to help fund a Water System Improvement Project.

**Item 6.** Ordinance Number 849. An ordinance re-appointing Dan Tompkins as the municipal judge.

**Item 7.** Ordinance Number 850. An ordinance amending the Fiscal 2014 General Budget for Police Department longevity pay per Texas Local Government Code.

**Item 8.** Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the Board of Commissioners may convene in Executive Session regarding the following matters:

A. SECTION 551.074(a)-Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1) Assistant City Manager Evaluation Report

**Item 9.** Reconvene to regular session and take action, if any, on matters discussed in Executive Session.

**Item 10.** Review of monthly reports.

A. Administration

- B. Public Works
- C. Public Safety
- D. Economic Development

**Item 11.** Public Comments.

The Board of Commissioners invites citizens to speak on any topic.

Please fill out an "Appearance before City Commissioners" form in order to address the Commissioners and turn the form in prior to 7:00 p.m. to City Clerk, Janelle Dolan.

Public Comments are limited to five minutes. Time limits can be adjusted by the Mayor as to accommodate more or fewer speakers.

**Unless the item is specifically noted on this agenda, the Board of Commissioners is required under the Texas Open Meetings Act to limit its response to one of the following:**

**\*Responding with a statement of specific factual information or reciting the City's existing policy on that issue.\***

**Item 12.** City Manager's report.

- A. Charter Review

**Item 13.** Commissioner's Comments.

**Pursuant to Government Code Section 551.0415, City Commissioner Members may make a report about items of Community interest during a meeting of the governing body without having given notice of the report. Items of community interest include:**

**\*Expressions of thanks, congratulations, or condolence;**

**\*Information regarding holiday schedules;**

**\*An honorary or salutary recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of the person's public office of public employment is not an honorary or salutary recognition for purposes of this subdivision;**

**\*A reminder about an upcoming event organized or sponsored by the governing body;**

**\*Information regarding a social, ceremonial, or community event organized or sponsored by an entity other than the governing body that was attended or is scheduled to be attended by a member of the governing body or an official or employee of the municipality; and**

**\*Announcements involving an imminent threat to the public health and safety of people in the municipality that has arisen after the posting of the agenda.**

**Item 14.** Adjournment.

I, Janelle Dolan, City Clerk for the City of Burkburnett, Texas do hereby certify that I posted this agenda on the glass front door of the City Hall, facing the outside at 11:00 a.m. on January 17, 2014 in compliance with the Open Meeting Act Chapter 551.



Janelle Dolan, City Clerk

Posted 1/17/2014 @ 11:00 am

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 72 hours prior to this meeting. Please contact the City Clerk's office at (940) 569-2263 for further information.

**MINUTES**  
**BOARD OF COMMISSIONERS**

The Board of Commissioners of the City of Burkburnett, Texas met in a special called meeting on December 9, 2013 at 7:00 p.m. in the Council Chambers of the City Hall, 501 Sheppard Road, Burkburnett, Texas. The meeting was open to the public with notice being given in compliance with the Open Meeting Act. The following Commissioners were present:

Carl Law	Mayor
Bill Lindenborn	Mayor Pro-Tem
Josh Andrajack	Commissioner
Randy Brewster	Commissioner
Don Hardy	Commissioner
Marguerite Love	Commissioner
Michael Tugman	Commissioner

Others present: Chester Nolen, Interim City Manager; Mike Whaley, Assistant City Manager; Trish Holley, Director of Administration; Janelle Dolan, City Clerk and Ed Stahr, Police Chief.

Item 1. Mayor Law called the meeting to order.

Item 2. Invocation was given by Commissioner Hardy.

Item 3. The pledge was led by Commissioner Lindenborn.

Item 4. Mike Whaley, Assistant City Manager, addressed the Mayor and Commissioners and stated two bids were received for the New Well Field package. LBG-Guyton completed the bid tabulation and the low bidder was Zack Burkett Co. DBA Water Well Drilling and Service of Graham, Texas with a total bid of \$370,485. Mr. Whaley stated Water Well Drilling and Service did submit a correction to their bid for Part 3 Item 4 which increased their total bid by \$30,800. Mr. Whaley stated this correction did not affect the low-bidder status.

Motion was made by Commissioner Hardy, seconded by Commissioner Lindenborn to approve the bid submitted by Zack Burkett DBA Water Well Drilling and Service to complete the wells. Motion carried unanimously.

Item 5. Mr. Whaley addressed the Mayor and Commissioners and stated he received a quote from Flowpoint Environmental Services for an automated punch-key code water vending system which would allow the City to set parameters for

consumption. Mr. Whaley stated the quote total is \$43,632.38. Mr. Whaley stated there will also be additional costs for piping, concrete costs for pads and approaches which the City will be installing with an approximate cost of \$3500.00 for a total cost of \$47,132.38. Mr. Whaley stated City Staff recommends utilizing a portion of the revenue bonds for these costs.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Andrajack to approve the quote and finance with existing revenue bonds the water vending system. After more discussion Commissioner Lindenborn withdrew his motion and requested this item be put on the agenda of the next scheduled council meeting.

Item 6. Mr. Whaley addressed the Mayor and Commissioners and stated the agreement before them is in response to a previous agreement between the former owners of 106 S. Red River Expressway (old Walmart property) now currently owned by Lee Brumfield and 100 S. Red River (old Safeway Stores Inc.) which is now owned by the City. Mr. Whaley stated within the former agreement there were stipulations pertaining to parking lot ratio requirements. Mr. Whaley stated this is an amendment to the old agreement which would eliminate the previous requirements. Mr. Whaley stated the current site plan does meet the parking requirements set forth by the Zoning Ordinance. Mr. Whaley reported attorneys for property owner, Lee Brumfield, Tractor Supply Company and the City attorney have reviewed the amendment and find no reason that would prohibit the City from agreeing to the amended document.

Motion was made by Commissioner Tugman, seconded by Commissioner Lindenborn to approve the amendment to easements with covenants and restrictions affecting the land occupied by the old Walmart. Motion carried unanimously.

Item 7. City Manager Comments

- Mr. Nolen announced the City Christmas Party will begin at 6pm.

Item 8. Council comments.

Item 9. Motion was made by Commissioner Tugman, seconded by Commissioner Lindenborn to adjourn. Motion carried unanimously.

---

Carl Law, Mayor

**ATTEST:**

Janelle Dolan, City Clerk

## ***MINUTES***

### ***BOARD OF COMMISSIONERS***

The Board of Commissioners of the City of Burkburnett, Texas met in a regular meeting on Monday, December 16, 2013 at 7:00 p.m. in the Council Chambers of the City Hall, 501 Sheppard Road, Burkburnett, Texas. The meeting was open to the public with notice being given in compliance with the Open Meetings Act. The following Commissioners were present:

Carl Law	Mayor
Bill Lindenborn	Mayor Pro-Tem
Josh Andrajack	Commissioner
Randy Brewster	Commissioner
Don Hardy	Commissioner
Marguerite Love	Commissioner
Michael Tugman	Commissioner

Others present: Chester Nolen, Interim City Manager; Mike Whaley, Assistant City Manager; Trish Holley, Director of Administration; Janelle Dolan, City Clerk and Ed Stahr; Police Chief.

Item 1. Mayor Law called the meeting to order and welcomed the visitors.

Item 2. Invocation was given by Commissioner Love.

Item 3. The Pledge of Allegiance was led by Johnathon Sanchez, Boy Scout Troop 600.

Item 4. Consent Agenda.

- A. Approval of Minutes from November 4 and November 15 Special Called Meetings and November 18, 2013.

Motion was made by Commissioner Brewster, seconded by Commissioner Lindenborn to approve Consent Agenda 4. Motion carried unanimously.

Item 5. Chester Nolen, Interim City Manager, addressed the Mayor and Commissioners and stated at its regular meeting in December, the Burkburnett Development Corporation (BDC) Board unanimously approved submitting the name of Brint Richter to the Board of Commissioners for appointment to the BDC Board as an Ex-Officio member.

Motion was made by Commissioner Tugman, seconded by Commissioner Lindenborn to approve the appointment of Brint Richter to the BDC Board as an Ex-Officio member. Motion carried unanimously.

Item 6. Resolution Number 553 was presented in its entirety. A resolution designating signatures for all City of Burkburnett checking accounts.

Motion was made by Commissioner Andrajack, seconded by Commissioner Tugman to approve Resolution Number 553 with the following correction: change five to six in the second paragraph. Motion carried unanimously.

Item 7. Mike Whaley, Assistant City Manager, addressed the Mayor and Commissioners and informed them the term for Lyn Seebo, Zoning Board of Adjustment (ZBA) board member expired and she has indicated she is willing to serve another two year term on the ZBA.

Motion was made by Commissioner Love, seconded by Commissioner Andrajack to approve the re-appointment of Lynn Seebo to the ZBA. Motion carried unanimously.

Item 8. Motion was made by Commissioner Tugman, seconded by Commissioner Brewster to approve the reappointment of Dan King to the Emergency Medical Service Advisory Board. Motion carried unanimously.

Item 9. Mr. Whaley addressed the Mayor and Commissioners and reported eight bids were received for the Family Aquatic Center project. Mr. Whaley stated the Mega Prime Contractors submitted the lowest total bid including all four alternate bid items at \$3,982,373. Kimley-Horn also provided a letter stating both Mega Prime and their pool subcontractor, Sunbelt Pools, have performed in an acceptable manner on multiple similar projects and they can find no reason why the City should not award the project to the low bidder, Mega Prime Contractors for the base bid and all four alternate bid items. Mr. Whaley stated it is the Staff's recommendation to accept the low bid from Mega Prime Contractors for \$3,982,373.

Motion was made by Commissioner Brewster, seconded by Commissioner Hardy to accept the bid from Mega Prime Contractors for the Family Aquatic Center project.

Ayes: Mayor Law; Commissioners Lindenborn, Brewster, Hardy, Love, and Tugman

Abstained: Commissioner Andrajack

Motion carried.

Item 10. Mayor Law closed the meeting at 7:11 p.m. and opened the Executive Session pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code; the Board of Commissioners may convene in Executive Session regarding the following matters:

SECTION 551.074(a)-Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

1) Assistant City Manager Evaluation Report

Item 11. Mayor Law reconvened the regular meeting at 7:28 p.m. No action was taken.

Item 12. Review of monthly reports.

- A. Administration-
- B. Public Works-
- C. Public Safety-

Item 13. There were no public comments.

Item 14. City Manager's report.

- A. Holiday Schedule- 12/24-early closing  
12/25-Christmas closed

Item 15. Commission comments.

Item 16. Motion was made by Commissioner Tugman, seconded by Commissioner Hardy to adjourn. Motion carried unanimously.

---

Carl Law, Mayor

**ATTEST:**

---

Janelle Dolan, City Clerk



## City Commission Agenda Memo

**From:** Mike Whaley,  
Assistant City Manager

**Date:** Jan 20, 2014

**Item:** Resolution Number 554 - CDBG Resolution (Community Development Block Grant)

### Background

The City was awarded the CDBG from the Texas Dept of Agriculture for the amount of \$275,000.00. These funds will be utilized to replace undersized water mains and increase fire protection for the Troy Mills Addition between Oklahoma Cut Off and the Sevrice Rd. This resolution allows the City to accept the grant from TDA and accepts the Nortex Regional Planning Commission to provide general administrative services as required by TDA.

### Fiscal Impact

**\$27,500.00**

### Options

### Staff Recommendation

Recommend approval

### Attachments

Resolution Number 554  
Contract

## **RESOLUTION NUMBER 554**

**WHEREAS**, the City of Burkburnett, Texas recently received a Texas Community Development Program (TCDP) Block Grant of \$275,000.00 to help fund a Water System and Street Improvement Projects from the Texas Department of Agriculture (TDA), and

**WHEREAS**, this Water System and Street Improvement Projects is urgently needed, consequently the City Council wishes to move forward on this work as expeditiously as possible:

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS IN REGULAR SESSION THIS THE 20<sup>th</sup> DAY OF JANUARY, 2014:**

1. That the City of Burkburnett accepts the TCDP Grant from the Texas Department of Agriculture and directs and authorizes the Mayor or City Manager to execute a contract with TDA to this end.
2. That the City of Burkburnett accepts the offer of Nortex Regional Planning Commission to provide General Administrative Services required by this TCDP Grant to the City of Burkburnett for a fee of \$27,500.00.
3. That the City of Burkburnett directs Nortex Regional Planning Commission to initiate a request for proposals and other steps as specified in the current TxCDBG Project Implementation Manual, which are necessary for the procurement of engineering services needed for this Water System and Street Improvement Projects.
4. That the City of Burkburnett appoints the Mayor, City Manager, Director of Administration, and City Clerk as signatories authorized to sign all documents and/or checks associated with a non-interest bearing bank account dedicated to the financial transactions associated with this Community Development Block Grant and to sign Requests For Payment which are sent to the TCDP of the Texas Department of Agriculture to obtain funding from the Treasury of the State of Texas for activities covered by this TDA Grant.
5. That the City of Burkburnett appoints the Administrative Technician of the Regional Services Department of Nortex Regional Planning Commission as Labor Standards Officer for the TDA Grant.
6. That the City of Burkburnett appoints the Mayor or City Manager as the Certifying Environmental Officer for this TDA Grant.

**PASSED AND APPROVED on this 20th DAY OF JANUARY, 2014.**

---

CARL LAW, MAYOR

**ATTEST:**

---

JANELLE DOLAN, CITY CLERK

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT  
FOR GENERAL ADMINISTRATIVE SERVICES  
TEXAS COMMUNITY DEVELOPMENT PROGRAM

---

\*\*\*\*\*

THE STATE OF TEXAS

AGREEMENT FOR SERVICES

COUNTY OF WICHITA

WHEREAS, this contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of **Burkburnett**, acting by its duly authorized Mayor, after obtaining a resolution of its governing body authorizing this contract, and the Nortex Regional Planning Commission, hereinafter referred to as Nortex R. P. C. or as the Firm, a political subdivision of the State of Texas organized under Local Government Code, Subtitle C, Chapter 391, Regional Planning Commissions, Vernon's Texas Codes Annotated, acting by its duly authorized Executive Director; and,

WHEREAS, both parties to this contract are local governments as defined by Article 4413(32c), Vernon's Annotated Civil Statutes, and this contract is entered into pursuant to the provisions of said article which is commonly referred to as The Interlocal Cooperation's Act; and,

WHEREAS, the City of **Burkburnett** desires to implement a Texas Community Development Block Grant under the general direction of the Texas Department of Agriculture (TDA); and Whereas the City desires to engage Nortex Regional Planning Commission to render General Administrative Services in connection with Contract No. **713059**.

NOW, THEREFORE, the parties do mutually agree as follows:

1. **Scope of Services**

Part II, Scope of services, is hereby incorporated by reference into this agreement.

2. **Time of Performance** – The services of Nortex R. P. C. shall commence on start date of TDA contract with the city or a date determined by Nortex and the City of Burkburnett. In any event, all of the services required and performed hereunder shall be completed no later than sixty (60) after project completion or the end of the contract period including all TDA sanctioned extensions with the City.

3. **Access to Information** - It is agreed that all information, data, reports, records and maps as are existing, available and necessary for the carrying out of the work outlined above shall be furnished by the City and its agencies. No charge will be made to Nortex R. P. C. for such information and the City will cooperate with Nortex R. P. C. in every way possible to facilitate the performance of the work described in this contract.

4. **Compensation and Method of Payment** – The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ **27,500.00** or the addition of any TDA sanctioned budget changes. Payment to Nortex R. P. C. shall be based upon satisfactory completion of identified milestones in Part III – Payment Schedule of this Contract.

5. **Indemnification** – Nortex shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify and hold harmless the City and its agency members from and against them, and shall assume full responsibility for the payments of Federal, State, and local taxes on contributions imposed or required under the Social Security, worker’s compensation and income taxes.
  
6. **Miscellaneous Provisions**
  - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all Obligations of the parties created hereunder are performable in Wichita County, Texas
  - b. This agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representative, successors and assigns where permitted by this Agreement.
  - c. If in any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.
  - d. If any action at law or equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
  - e. This agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to this agreement.
  - f. Nortex R. P. C. and no official or employee thereof shall have any personal financial interest, direct or indirect, in this Agreement; and Nortex R. P. C. shall take steps to assure compliance
  
7. **Terms and Conditions** – This Agreement is subject to the provisions titled, “Part IV Terms and Conditions” and attached hereto and incorporated by reference herein.

**IN WITNESSETH HEREOF; the parties have hereunto set their hands and seals.**

**NORTEX REGIONAL PLANNING COMMISSION**

By \_\_\_\_\_  
**Dennis Wilde, Executive Director**

**CITY OF BURKBURNETT, TEXAS**

By \_\_\_\_\_  
**Carl Law, Mayor**

## PART II PROFESSIONAL MANAGEMENT SCOPE OF SERVICES

The Management Firm shall provide the following scope of services:

### A. Project Management

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

### B. Financial Management

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

### C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to TxCDBG.

### D. Acquisition

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

E. Construction Management

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

F. Fair Housing / Equal Opportunity

1. Assist the Grant Recipient in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation

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

H. Rehabilitation of Private Property

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

I. Audit / Close-out Procedures

1. Prepare the Project Completion Report.
2. Assist Grant Recipient in resolving any monitoring and audit findings.
3. Assist Grant Recipient in resolving any third party claims.
4. Provide auditor with CDBG audit guidelines.

**PART III**

**PAYMENT SCHEDULE**

**PROFESSIONAL MANAGEMENT SERVICES**

Locality shall reimburse Nortex Regional Planning Commission for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount.

<u>Milestones</u>	<u>% of Contract Fee</u>
Project Management	15%
Financial Management	20%
Environmental Review	20%
Acquisition	5%
Construction Management	20%
Fair Housing/Equal Opportunity	10%
Audit/Close-out Procedures	10%
<b>Total</b>	<b>100%</b>

## PART IV TERMS AND CONDITIONS

### *PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL SERVICES*

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, the City/County shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the City/County, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Contract by the Firm, and the City/County may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due the City/County from the Firm is determined.

2. Termination for Convenience of the City/County. The City/County may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the City/County as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.
3. Changes. The City/County may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between the City/County and the Firm, shall be incorporated in written amendments to this Contract.
4. Personnel.
  - a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City/County.
  - b. All of the services required hereunder will be performed by the Firm or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
  - c. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the City/County thereto: Provided, however, that claims for money by the Firm from the City/County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
6. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.
7. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.
8. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

9. Copyright. No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Firm.
10. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
11. Equal Employment Opportunity. During the performance of this Contract, the Firm agrees as follows:
  - a. The Firm will not discriminate against any employee or applicant for employment because of race, creed, sex, color, handicap or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, handicap or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City/County setting forth the provisions of this non-discrimination clause.
  - b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.
  - c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
  - d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.
12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
13. Section 109 of the Housing and Community Development Act of 1974.
  - a. No person in the United States shall on the ground of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.
  - a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Office of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in, or owned in substantial part by persons residing in the area of the project.
  - b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of TxCDBG issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
  - c. The Firm will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The Firm will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers
  - a. The Firm will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Firm agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- b. The Firm agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - c. In the event of the Firm's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
  - d. The Firm will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.
16. Interest of Members of a City/County. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract. And the Firm shall take appropriate steps to assure compliance.
17. Interest of Other Local Public Officials. No member of the governing body of the Grant Recipient and no other public official of such Grant Recipient, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.
18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.



## City Commission Agenda Memo

**From:** Trish Holley  
**Date:** 1-20-2014  
**Item:** Ordinance Number 849

### Background

On February 18, 2008 the Board of Commissioners approved Ordinance Number 746 creating a Municipal Court of Record. In doing so, the ordinance set qualifications for the Municipal Judge with a beginning and ending date of his term. Ordinance Number 849 re-appoints Dan Tompkins as the municipal judge for a two-year term, commencing on the effective date of this Ordinance and ending September 30, 2015.

### Fiscal Impact

No additional cost to City

### Options

Approve Ordinance as submitted.

### Staff Recommendation

Approve Ordinance Number 849

### Attachments

Ordinance Number 849

**ORDINANCE NUMBER 849**

**AN ORDINANCE RE-APPOINTING DAN TOMPKINS AS MUNICIPAL JUDGE FOR A TWO-YEAR TERM COMMENCING ON THE EFFECTIVE DATE OF THIS ORDINANCE AND ENDING SEPTEMBER 30, 2015; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners established a Municipal Court of Record in Ordinance Number 746;

**WHEREAS**, the Board of Commissioners set two year terms for each municipal judge.

**WHEREAS**, the Board of Commissioners desires to appoint Dan Tompkins as municipal judge.

**BE IT ORDAINED BY THE BOARD OF COMMISSIONERS FOR THE CITY OF BURKBURNETT, TEXAS:**

**Section 1.**

That Dan Tompkins is re-appointed as Municipal Judge for a two-year term, commencing on the effective date of this Ordinance and ending September 30, 2015.

**Section 2.**

This ordinance shall be cumulative of all provisions of ordinances and the City of Burkburnett, Texas Code of Ordinances, as amended, except where provisions of this ordinance are in direct conflict with the provisions of such ordinances and Code, in which event such conflicting provisions of such ordinances and Code are hereby repealed.

**Section 3.**

It is hereby declared to be the intention of the Board of Commissioners that the sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and, if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared void, ineffective or unconstitutional by the valid judgment or final decree of a court of competent jurisdiction, such ineffectiveness or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the Board of Commissioners without the incorporation herein of any such void, ineffective or unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4.**

This ordinance shall take effect upon adoption.

PASSED AND APPROVED by the Board of Commissioners of the City of Burkburnett, Texas on this the 20<sup>th</sup> day of January, 2014.

**CITY OF BURKBURNETT**

\_\_\_\_\_  
CARL LAW, MAYOR

ATTEST:

\_\_\_\_\_  
Janelle Dolan, City Clerk



## City Commission Agenda Memo

**From:** Trish Holley, Director of Administration

**Date:** January 20, 2014

**Item:** Ordinance Number 850

### Background

Budget Amendment-Police Officer Longevity Pay. Per Texas Local Government Code, Section 141.032 requires a municipality with a population of 10,000 or more, each police officer is entitled to receive, in addition to all other money paid for services rendered in the department, \$4.00 a month for each year of service in the department not to exceed 25 years.

The 2014 Fiscal Year Budget needs to be amended to increase longevity pay by \$5,232.00 and decrease the contingency fund by same amount.

### Staff Recommendation

Approve Ordinance Number 850

### Fiscal Impact

\$5,232.00

### Attachments

Ordinance Number 850

**ORDINANCE NUMBER 850**

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AMENDING THE FISCAL YEAR 2014 GENERAL BUDGET TO REFLECT THE ADJUSTMENT OF LONGEVITY PAY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.**

**WHEREAS**, the Fiscal Year 2014 General Budget needs to be amended for the adjustment of Longevity Pay;

**WHEREAS**, the adjustment is required by Texas Local Government Code Section 141.032 Longevity Pay;

**WHEREAS**, a municipality with a population of 10,000 or more, each police officer is entitled to receive, in addition to all other money paid for services rendered in the department, \$4.00 a month for each year of service in the department not to exceed 25 years;

**NOW, THEREFORE, BE IT ORDINATED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS THAT:**

**SECTION 1.**

The following line items of the City's Fiscal 2014 General Budget be amended:

	<u>Acct #</u>	<u>Account Name</u>	<u>Amount</u>
Increase	01-405-4001	Longevity	\$5,232.00
Decrease	01-401-4096	Contingencies	\$5,232.00

**SECTION 2.** That this ordinance shall take effect immediately after passage.

**SECTION 3.** In the event any one or more of the provisions of this Ordinance should be declared to be invalid, unenforceable or illegal; such invalidity, unenforceability or illegality shall not affect the validity, enforcement or legality of the remaining portions of this Ordinance.

**SECTION 4.** It is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and notice of time, place and purpose of said meeting was given as required by law.

**PASSED AND APPROVED** on this 20<sup>th</sup> day of January 2014.

---

Carl Law, Mayor

**ATTEST:**

---

Janelle Dolan, City Clerk