

AGENDA

Notice is hereby given of a meeting of the Board of Commissioners of Burkburnett to be held on **Monday, November 21, 2016 at 7:00 p.m.** at City Hall-Council Chambers, 501 Sheppard Road, Burkburnett, Texas for 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-

Item 3. Pledge of Allegiance.

Item 4. **CONSENT AGENDA:**

A. Approval of Minutes from October 17, 2016 and October 24, 2016 Special Called Meeting

Item 5. Discuss and take any action necessary on a final plat, Lot 1 Block 1 BISD Elementary School Addition (out of the Samuel Anderson Survey, A-3).

Item 6. Discuss and take any action necessary on site plan for Burkburnett Independent School District New Elementary School on County Road.

Item 7. Discuss and take any action necessary on site plan and floor plans of Police Department Complex.

Item 8. Ordinance Number 909. An ordinance adopting a Water Conservation Plan.

Item 9. Resolution Number 613. A resolution authorizing the filing of a grant application with the Nortex Regional Planning Commission for a Water System Improvement Project.

Item 10. Discuss and take any action necessary on Interlocal Governmental Cooperation Contract for application and administration services for the Texas Community Development Program.

Item 11. Ordinance Number 910. An ordinance amending Chapter 150, Building Regulations in the Code of Ordinances.

Item 12. Discuss and take any action necessary on the reappointment of Mike Avey to serve as Burkburnett's representative on the Wichita Appraisal District Board of Directors for a two-year term.

Item 13. Discuss and take any action necessary on appointments to the Cemetery Board.

Item 14. Discussion and possible action regarding the Charter review by the Ad Hoc Charter Commission.

Item 15. 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 16. City Manager's report.

- Thanksgiving Holiday- City Hall closed November 24th and 25th
- Christmas Dinner-December 8, 2016 @ 6pm
- Christmas Parade-December 9, 2016 @ 6pm
- Christmas in the Park -December 9, 2016 (after parade)

Item 17. 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 salutory 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 salutory recognition for purposes of this subdivision;

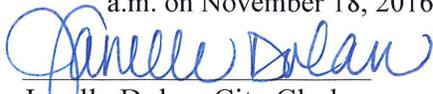
*A reminder about an upcoming event organized or sponsored by the governing body;

*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 18. 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 November 18, 2016 in compliance with the Open Meeting Act Chapter 551.



Janelle Dolan, City Clerk

Posted 11/18/16 @ 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 regular meeting on Monday, October 17, 2016 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
Randy Brewster	Commissioner
Frank Ducos	Commissioner
Jeremy Duff	Commissioner
Marguerite Love	Commissioner
Mike Tugman	Commissioner

Others present: Mike Whaley, City Manager; Trish Holley, Director of Administration; Janelle Dolan, City Clerk; Ed Stahr, Police Chief; and Mike Guevara and Nicole Burns, Shahan, Guevara, Decker and Arrott, Attorneys at Law.

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

Item 2. Invocation was given by Commissioner Brewster

Item 3. The Pledge of Allegiance was led by Boy Scout Troop and Pack 600.

Item 4. Consent Agenda.

- A. Approval of Minutes from September 6 and September 13, 2016 Special Called Meetings, September 19, 2016 Regular Scheduled Meeting, and September 29, 2016 Special Called Meeting

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

Item 5. Ordinance Number 902 was presented. Caption of same being:

AN ORDINANCE GRANTING TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC POWER FRANCHISE TO USE THE PRESENT AND FUTURE STREETS, ALLEYS, HIGHWAYS, PUBLIC UTILITY EASEMENTS, PUBLIC WAYS AND PUBLIC PROPERTY OF THE CITY OF BURKBURNETT, TEXAS, PROVIDING FOR COMPENSATION THEREFOR,

PROVIDING FOR AN EFFECTIVE DATE AND A TERM OF SAID FRANCHISE, PROVIDING FOR WRITTEN ACCEPTANCE OF THIS FRANCHISE, PROVIDING FOR THE REPEAL OF ALL EXISTING FRANCHISE ORDINANCES TO ONCOR ELECTRIC DELIVERY COMPANY LLC, ITS PREDECESSORS AND ASSIGNS, AND FINDING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC.

Mr. Whaley addressed the Mayor and Commissioners and stated the City's electric franchise with ONCOR Electric Delivery Company is set to expire on December 31st, 2016. The City attorney has reviewed and approved the ordinance supplied by ONCOR. The previous franchise agreement was passed and approved in 2006. The current franchise renewal has a term of 20 years and will expire on September 30, 2037. Gordon Drake, ONCOR West Regional Customer Operations Area Manager, was present to answer any questions. As required by Charter this is the third and final reading.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Love to approve Ordinance Number 902 as presented. Motion carried unanimously.

Item 6. Mayor Law closed the regular meeting at 7:03 p.m. and opened the "Public Hearing" for the following Planning & Zoning Commission Case:

- A. Case #2016-30, re-zone application for Highland Drive, rezoned as a carport overlay district.

Mr. Whaley addressed the Mayor and Commissioners and stated the application was presented by Eddie and Carla Morrow owners of property located at 103 Highland Dr. This request is to allow for a carport overlay district for Highland Dr. All publishing and mail out requirements have been met. Also, the required number of signatures (75%) has been satisfied and ownership was verified by City staff. 27 out of the 36 total property owners on the block signed the petition. Public Notices, as required by the Zoning Ordinance, were sent to the proposed district and all properties within a 200-foot radius. The Planning and Zoning Board met and staff presented the information for review. The vote was 4-0 in favor of approval of the request. 4 members were in attendance.

Item 7. Mayor Law closed the "Public Hearing" at 7:05 p.m. and reopened the regular meeting to take action on the Planning & Zoning Commission Case:

- A. Case #2016-30, re-zone application for Highland Drive, rezoned as a carport overlay district.

Motion was made by Commissioner Love, seconded by Commissioner Duff to approve Case #2016-30, re-zone application for Highland Drive, rezoned as a carport overlay district.

Ayes: Mayor Law; Commissioners Brewster, Ducos, Duff, Lindenborn, and Love

Abstained: Commissioner Tugman
Motion carried.

Item 8. Mr. Whaley addressed the Mayor and Board of Commissioners and stated it was brought to his attention that the Board of Commissioners may be interested in reviewing the procedures for obtaining an alcohol permit for events held at the Community Center as well as the possibility to allow liquor at these events which is currently restricted to beer and wine. Current procedures allow the City Manager review and approve private events, but requires the Board of Commissioners to review and approve public events. The recommendation is to allow the City Manager the authority to review and approve both public and private events.

Motion was made by Commissioner Tugman, seconded by Commissioner Duff for the City Manager to bring back on ordinance giving the City Manager authority to approve alcohol at both private and public events and to expand the definition of alcohol.

Ayes: Commissioners Ducos, Lindenborn, and Tugman
Nays: Mayor Law; Commissioners Brewster, Duff, and Law
Motion failed.

Item 9. Mr. Whaley addressed the Mayor and Commissioners and stated the Board of Commissioners appoints members to the Housing Authority Board. Currently, the Housing Authority Board of Directors consists of Chairman, Steve Schelter, Vice Chair Fred Hayes, Marion Weese, Doug Smith, and David Reed. Marion Weese resigned from the Board creating a vacancy. The Housing Authority Board has recommended Mr. Keith Myers to be placed on the board to fill the vacancy.

Motion was made by Commissioner Brewster to postpone action on this agenda item.
Motion died for lack of a second.

Motion was made by Commissioner Tugman, seconded by Commissioner Lindenborn to approve the appointment of Keith Myers to the Housing Authority Board of Directors.

Ayes: Mayor Law; Commissioners Ducos, Duff, Lindenborn, Love and Tugman
Nays: Commissioner Brewster
Motion carried.

Item 10. Mayor Law closed the meeting at 7:30 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:

- a. Mike Whaley, City Manager Evaluation

Item 11. Mayor Law reconvened the regular meeting at 9:35 p.m. No action was taken.

Item 12. No public comments.

Item 13. City Manager comments.

- Auditors in office November 7th -11th

Item 14. No Commissioner Comments.

Item 15. 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 special called meeting on October 24, 2016 at 8:00 a.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
Randy Brewster	Commissioner
Jeremy Duff	Commissioner
Michael Tugman	Commissioner

Commissioners Ducos and Love were not present.

Others present: Mike Whaley, City Manager; 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 Mike Whaley, City Manager.

Item 3. The Pledge of Allegiance was led by Commissioner Tugman.

Item 4. Resolution Number 612 was presented in its entirety. A resolution defining city manager's duties in regard to the "advice and consent" per City Charter Article V, Section 5 (c).

Mike Whaley, City Manager, addressed the Mayor and Commissioners and stated Resolution Number 612 makes the following changes to the list of Senior Staff Department positions: added Parks and Recreation Director and added Planning Director to the title of Executive Director of the Burkburnett Development Corporation.

Motion was made by Commissioner Lindenborn, seconded by Commissioner Brewster to approve Resolution Number 612 as presented. Motion carried unanimously.

Item 5. No City Manager Comments.

Item 6. No Commissioner Comments.

Item 7. Motion was made by Commissioner Lindenborn, seconded by Commissioner Tugman to adjourn. Motion carried unanimously.

Carl Law, Mayor

ATTEST:

Janelle Dolan, City Clerk



City Commission Agenda Memo

From: Mike Whaley, CPM
City Manager

Date: November 21, 2016

Item: Final Plat Lot 1 Block 1 BISD Elementary School Addition (out of Samuel Anderson Survey, A-3)

Background

Final Plat was prepared by Corlett, Probst, & Boyd for BISD for the purpose of constructing the new elementary campus. The City staff has reviewed the plat for utility, access, drainage, etc. and finds no conflict with the Subdivision Ordinance. The plat has also been reviewed by the P&Z Commission with a recommendation for approval.

Fiscal Impact

N/A

Options

- Approve plat as submitted
- Do not approve

Staff Recommendation

Staff recommends approval

Attachments

Final Plat Lot 1 Block 1 BISD Elementary School Addition (out of Samuel Anderson Survey, A-3)

STATE OF TEXAS
COUNTY OF WICHITA

WHEREAS the Burkburnett Independent School District is the owner of 18.69 acres out of the Samuel Anderson Survey A-3, Burkburnett, Wichita County, Texas, and more particularly described by meter and bounds as follows:

BEGINNING at an iron rod found in the West line of County Road, a distance of 50.82 feet to an iron rod found at the Northeast corner of a 11.86 acre tract of land conveyed to Howard R. Clement et al by deed recorded in Volume 1473, Page 660 and instrument #12922, Official Public Records of Wichita County, for the Northeast corner of this tract;

THENCE S 0° 44' 56" E, with the West line of County Road, a distance of 50.82 feet to an iron rod found at the Northeast corner of add 11.86 acre tract and in the North line of a tract of land conveyed to the Boys Club of Burkburnett, dba Burkburnett Boys and Girls Club by deed recorded in Volume 2565, Page 268, Official Public Records of Wichita County, for the Northeast corner of this tract;

THENCE S 89° 12' 52" W, with the North line of add 11.86 acre tract, a distance of 542.79 feet to an iron rod found at the Northwest corner of add 11.86 acre tract, for an all corner of this tract;

THENCE S 00° 11' 25" W, with the West line of add 11.86 acre tract, a distance of 749.90 feet to an iron rod found at the Southwest corner of add 11.86 acre tract and in the North line of a tract of land conveyed to the Boys Club of Burkburnett, dba Burkburnett Boys and Girls Club by deed recorded in Volume 2565, Page 268, Official Public Records of Wichita County, for the Northeast corner of this tract;

THENCE S 89° 12' 52" W, with the North line of add Boys Club tract, a distance of 32.28 feet to an iron rod found at the Northwest corner of add Boys Club tract and in the East line of a tract of land conveyed to Burkburnett Independent School District by deed recorded in Volume 2544, Page 475, Official Public Records of Wichita County, for an angle corner of this tract;

THENCE N 09° 45' 00" W, with the East line of add Burkburnett Independent School District tract, a distance of 200.25 feet to a fence corner at the Northwest corner of add Burkburnett Independent School District tract, for an angle corner of this tract;

THENCE S 89° 08' 26" W, with the North line of add Burkburnett Independent School District tract, a distance of 150.28 feet to an iron rod found at the Northeast corner of add Burkburnett Independent School District tract and in the East line of a second tract of land conveyed to the Burkburnett Independent School District by deed recorded in Volume 2605, Page 628, Official Public Records of Wichita County, for the Southwest corner of this tract;

THENCE N 02° 53' 03" W, with the East line of add second Burkburnett Independent School District tract, a distance of 882.23 feet to a T pipe fence at the Southwest corner of a tract of land conveyed to Emma Stoyan by deed recorded in Volume 1351, Page 326, Official Public Records of Wichita County, for the most Northern Northwest corner of this tract;

THENCE S 88° 28' 39" E, with the South line of add Stoyan tract, a distance of 152.72 feet to an iron rod found at the Southwest corner of add Stoyan tract, for an all corner of this tract;

THENCE N 00° 15' 36" E, with the East line of add Stoyan tract, a distance of 73.60 feet to a pit nail found at the Northeast corner of add Stoyan tract, for an all corner of this tract;

THENCE S 89° 40' 58" E, a distance of 50.08 to an iron rod found in the East line of Williams Drive, for an all corner of this tract;

THENCE N 00° 18' 28" E, with the East line of add Williams Drive, a distance of 24.13 feet to an iron rod found at the Southwest corner of a tract of land conveyed to Mullins Homes, LLC by deed recorded in Volume 3849, Page 268, Official Public Records of Wichita County, for the most Northern Northwest corner of this tract;

THENCE S 89° 33' 57" E, with the South line of add Mullins tract, a distance of 150.28 feet to an iron rod found at the Southwest corner of add Mullins tract and in the West line of add 19.12 acre tract, for an all corner of this tract;

THENCE S 00° 15' 26" W, with the West line of add 19.12 acre tract, a distance of 47.00 feet to an iron rod found at the Southwest corner of add 19.12 acre tract, for an all corner of this tract;

THENCE with the South line of add 19.12 acre tract as follows: S 89° 33' 39" E a distance of 911.09 feet to an iron rod found at an angle corner of add 19.12 acre tract and an angle corner of this tract and S 89° 12' 52" E a distance of 586.72 feet to the PLACE OF BEGINNING containing 18.69 acres of land.

WHEREFORE, the owner of the land shown on this plat and whose name is subscribed herein, and in person or through a duly authorized agent hereby dedicates to the use of the public for the purpose of a public school site the land shown on this plat and whose name is subscribed hereon for the purpose and consideration therein expressed and further certifies that he has lawful authority to make such dedications.

Tyler Chaplin, Superintendent

STATE OF TEXAS
COUNTY OF WICHITA

Before me, the undersigned authority, on this day personally appeared Tyler Chaplin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

Natery Public, Wichita County, Texas

This Plat of Lot 1, Block 1, 893D Elementary School Addition, an addition to the City of Burkburnett, Texas, has been submitted to and considered by the Commission of the City of Burkburnett, Texas, and is hereby approved by some _____.

Dated this _____ day of _____, 20____.

Dot Lok, Mayor

I hereby certify that this plat has been prepared from an actual and accurate field survey of the land under my control and supervision in May, 2016, and that all information shown is true and correct, and that all monuments shown thereon were properly placed under my personal supervision, in accordance with the addition regulations of the City of Wichita Falls, Texas.



DEVIN G. SMITH
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5849

This is to certify that all taxes due and collected by the Burkburnett Independent School District on the above described property have been paid up to and including _____ with the following exceptions:

This certification is conditional on values certified by the Appraisal District as of this date. Any changes to the certified value made subsequent to the date of the certification are not included.

Tax Collector: _____
by Deputy: _____

Date: _____ 2016

This is to certify that all taxes due and collected by Wichita County, and the City of Burkburnett on the above described property have been paid up to and including _____ with the following exceptions:

This certification is conditional on values certified by the Appraisal District as of this date. Any changes to the certified value made subsequent to the date of the certification are not included.

Tax Collector: _____
by Deputy: _____

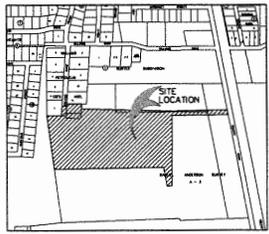
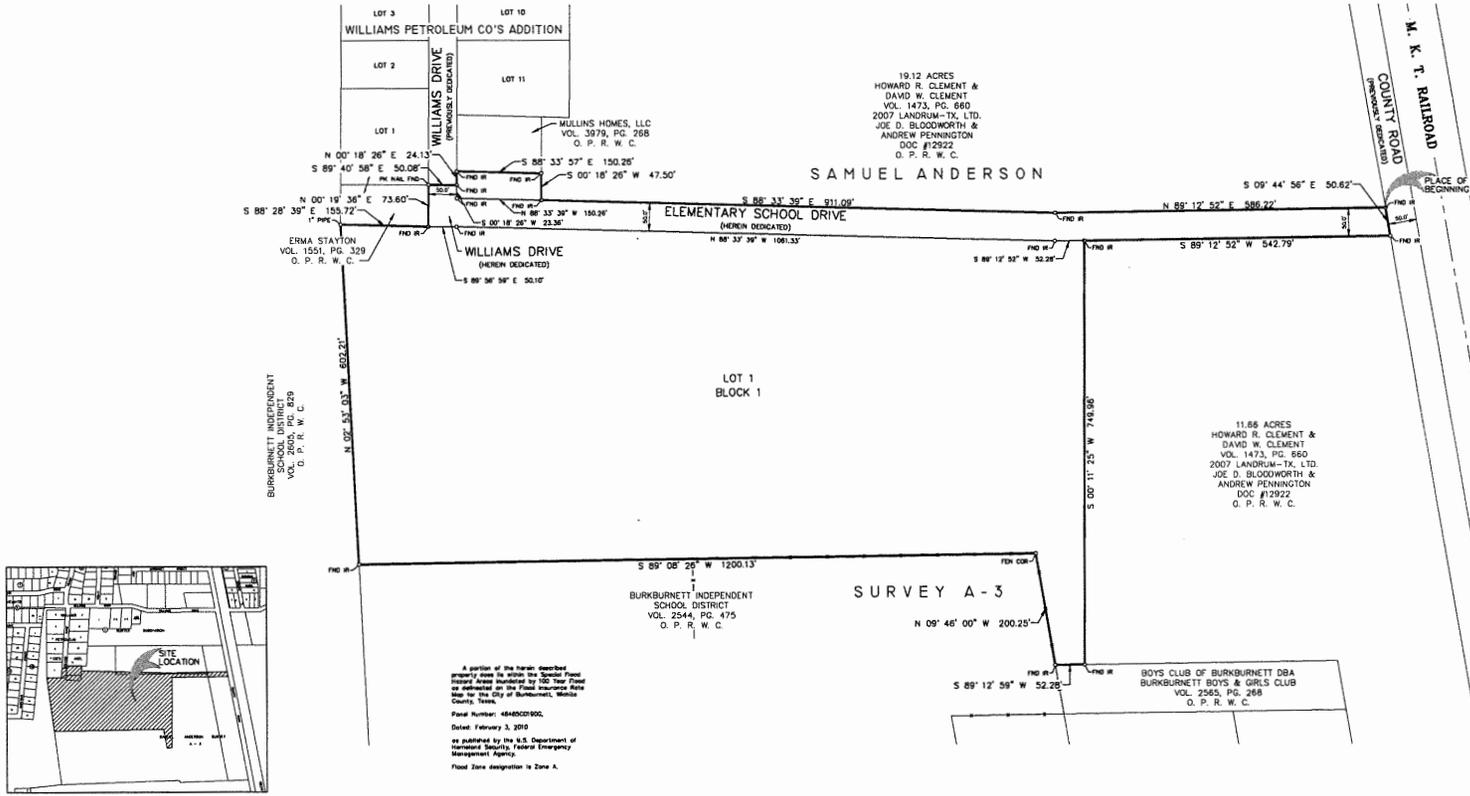
Date: _____ 2016

OWNER
BURKBURNETT INDEPENDENT
SCHOOL DISTRICT
416 GLENDALE STREET
BURKBURNETT, TEXAS 76304
PHONE (940) 566-3326

FINAL PLAT
LOT 1
BLOCK 1
BISD ELEMENTARY
SCHOOL ADDITION
BURKBURNETT, TEXAS
OUT OF THE SAMUEL ANDERSON SURVEY, A-3

SEPTEMBER, 2016
SCALE: 1" = 100'

PREPARED BY
CORLETT, FROST & BOYD, P.L.L.C.
ENGINEERS & SURVEYORS
4806 OLD JACOBORO HIGHWAY
WICHITA FALLS, TEXAS 76302
PHONE (940) 723-1455



A portion of the herein described property lies within the Special Flood Hazard Areas identified by 500 Year Flood as delineated on the Flood Insurance Rate Map for the City of Burkburnett, Wichita County, Texas.
Flood Number: 484802900.
Dated: February 3, 2010
as published by the U.S. Department of Homeland Security, Federal Emergency Management Agency.
Flood Zone designation is Zone A.



City Commission Agenda Memo

From: Mike Whaley, CPM
City Manager

Date: November 21, 2016

Item: Site Plan Review, BISD Elementary Campus

Background

Site Plan was prepared by Architects Bundy, Young, Sims, & Potter on behalf of the BISD. They are requesting approval of the site plan for the new elementary school campus. The City Staff has reviewed the site plan as well as preliminary construction details such as, storm drainage, proposed public or private streets or alleys, easements, set back, utilities and so forth. There is no zoning requirement for a public school, can be placed in any zone. The site plan has also been reviewed by the P&Z Commission with a recommendation for approval.

Fiscal Impact

N/A

Options

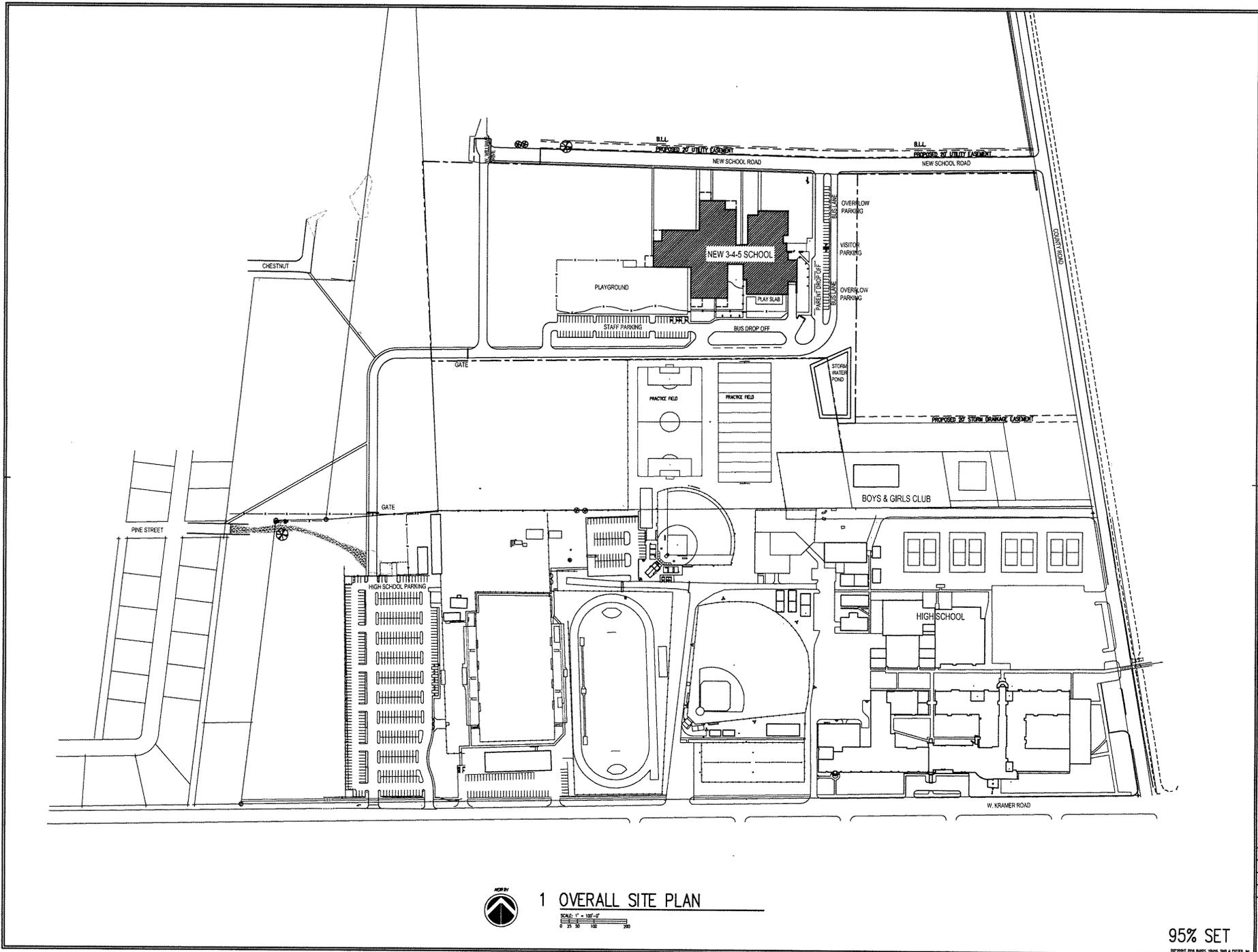
- Approve plat
- Do not approve

Staff Recommendation

The Staff recommends approval.

Attachments

Site plan
Landscape Plan
Drainage Plan



1 OVERALL SITE PLAN

SCALE: 1" = 100'-0"
 0' 25' 50'

95% SET

REV	DATE	DESCRIPTION


BUNDY, YOUNG, SIMS & POTTER, INC.
 ARCHITECTS/PLANNERS/INTERIOR DESIGN
 1000 W. 14th, Suite 2000
 Fort Worth, TX 76102-1400
 Tel: (817) 751-1100
 Fax: (817) 751-2118
 www.bundy.com Tom Young (940) 949-1600 Rob Simons David Potter, AIA

BURKBURNETT
 INDEPENDENT SCHOOL DISTRICT

NEW 3-4-5 SCHOOL
 COUNTY ROAD, BURKBURNETT, TEXAS

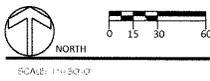
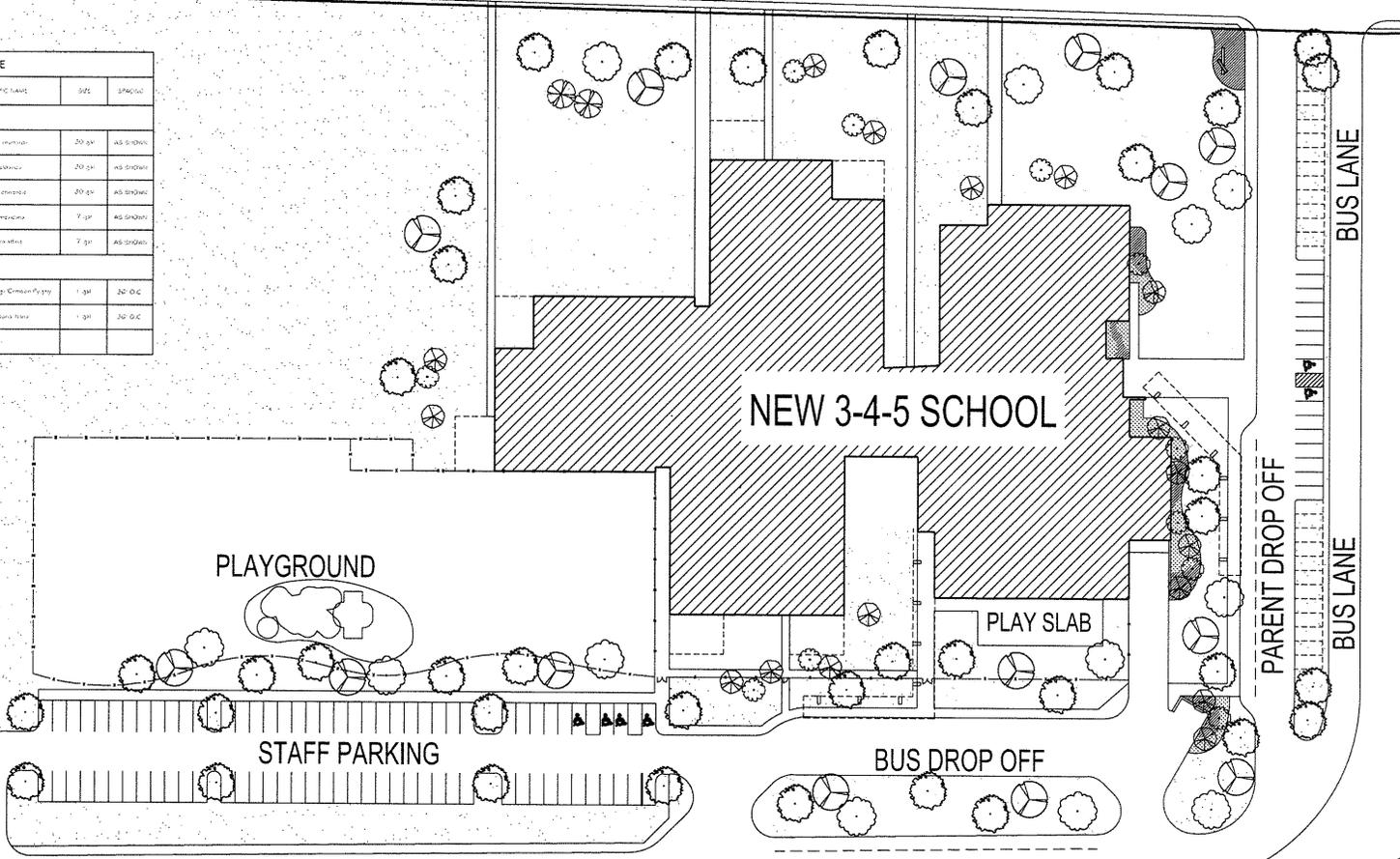
DRAWN BY: _____
 CHECKED BY: _____
 DATE: 10/26/14
 JOB NO.: 1501

OVERALL SITE PLAN
SP101
 OF 3 SHEETS

W. WILLIAMS DRIVE

B.L.L.
PROPOSED 20' UTILITY EASEMENT

PLANTING SCHEDULE					
SYMBOL	QTY	COMMON NAME	SCIENTIFIC NAME	SIZE	SPACING
TREES					
	28	SHUNKARD OAK	Quercus shumardii	20' gtr	45' SPACING
	12	WATERBURY OAK	Quercus waterburyi	20' gtr	45' SPACING
	12	CHINESE PISTACHIO	Platanus chinensis	20' gtr	45' SPACING
	12	MEXICAN PLUM	Prunus mexicana	7' gtr	45' SPACING
	12	DIYER NECTARINE	Prunus nectarina	7' gtr	45' SPACING
SHRUBS					
	1000	CRIMSON PLUM SAMBACA	Sorbus domestica 'Crimson Pl. 7.5'	1' gtr	30' O.C.
	2000	SMART HAZEL HEDG.	Hamamelis virginica	1' gtr	30' O.C.
	2000	ORANGE BURNING BUSH	Euonymus alatus	1' gtr	30' O.C.



PLANTING PLAN

DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 10/27/2016
 JOB NO.: 1500

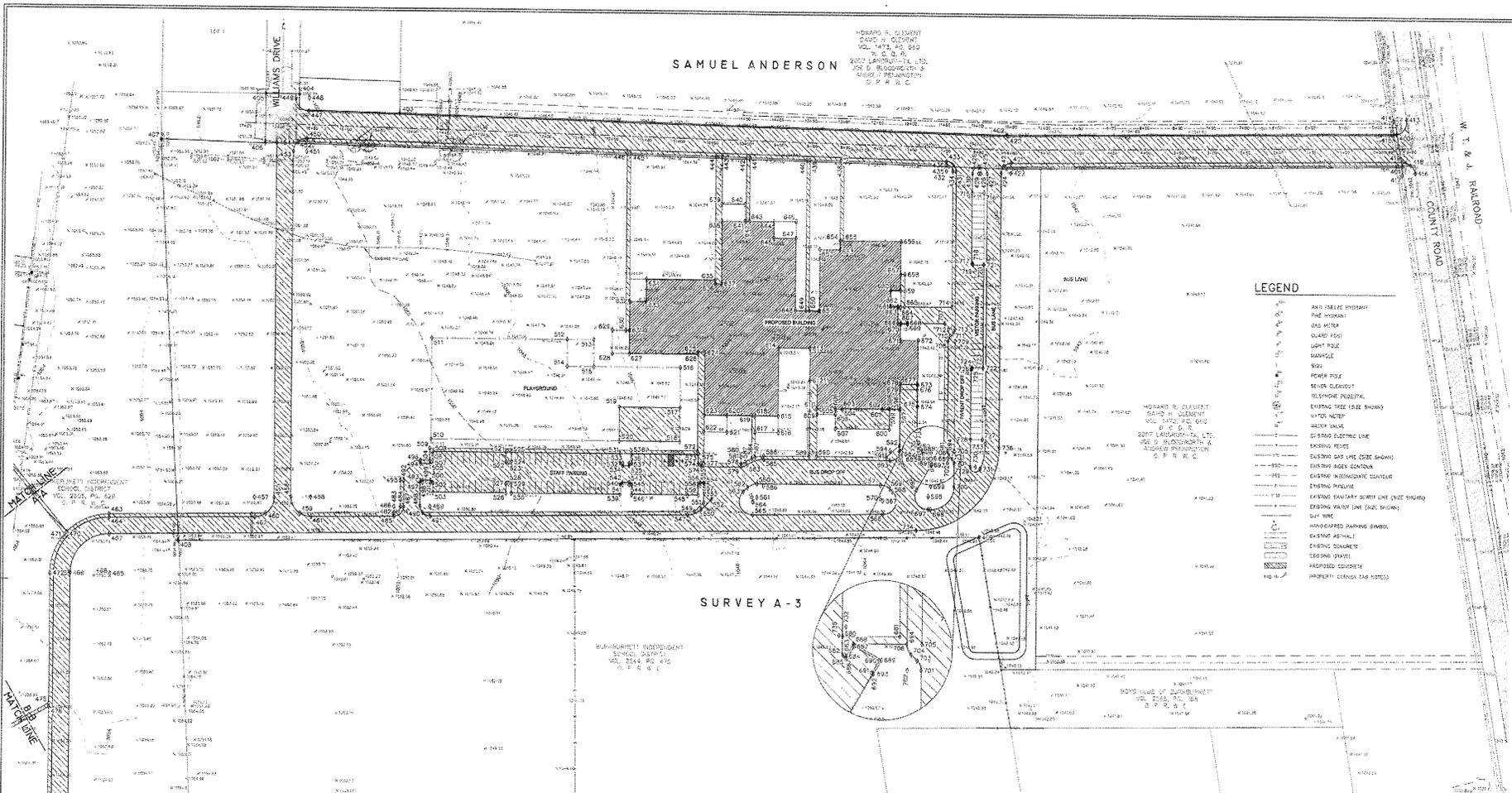
BURKBURNETT
 INDEPENDENCE SCHOOL DISTRICT

NEW 3-4-5 SCHOOL
 COUNTY ROAD, BURKBURNETT, TEXAS

REV. DATE: ESCORPION
 APR

SAMUEL ANDERSON

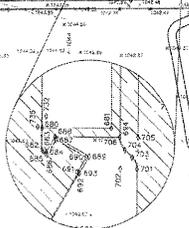
HOWARD R. GLENNY
 CLAYTON H. GLENNY
 1000 W. 14TH ST. 800
 C. D. S. 600
 2000 LAMAR ST. LTD.
 JOE D. BLOSSOMBY &
 ASSOCIATES FOUNDATION
 D. P. R. T. C.



LEGEND

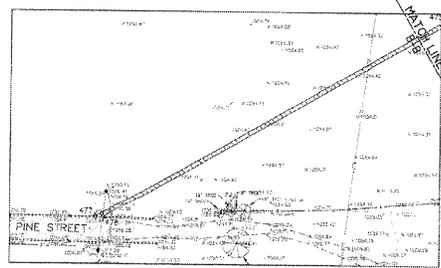
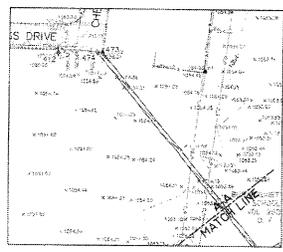
- AND DRAINAGE (HATCHED)
- THE HIGHWAY
- GAS METER
- GUARD FENCE
- LIGHT POLE
- MANHOLE
- ROAD
- POWER POLE
- SLOPE CLEAROUT
- TELEPHONE (HATCHED)
- EXISTING TREE (SEE SHOW)
- WATER VALVE
- EXISTING ELECTRIC LINE
- EXISTING GAS LINE (SEE SHOW)
- EXISTING ADGE CONTOUR
- EXISTING WINDSHIELD CONTOUR
- EXISTING WEDGE
- EXISTING EXISTANT SURVEY LINE (SEE SHOW)
- EXISTING WATER LINE (SEE SHOW)
- SURV LINE
- UNDESIGNED PARKING SYMBOL
- EXISTING ASPHALT
- EXISTING CONCRETE
- EXISTING GRAVEL
- IMPROVED CONCRETE
- PROPERTY CORNER (SEE NOTES)

SURVEY A-3



DETENTION & SITE GRADING NOTES.

1. ALL MATINGS AND CONNECTIONS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION-WITHOUT CHANGE, THESE SHALL AS FURNISHED BY THE MAIN CONTRACTOR, TEXAS COUNTY, TEXAS.
2. ALL MATERIAL AND PLACEMENT SHALL BE AS SPECIFIED BY THE DETENTION AND STRUCTURAL ENGINEER. ALL UTILITY SHALL BE PROTECTED AND REINFORCED.
3. ALL CONCRETE (UNLESS OTHERWISE NOTED) SHALL BE CLASS "A" 2000 PSI & 4" OR THICKER. ALL CONCRETE SHALL BE PLACED IN LAYERS NOT EXCEEDING 12" OR 18" THICK. ALL CONCRETE SHALL BE PLACED IN LAYERS NOT EXCEEDING 12" OR 18" THICK. ALL CONCRETE SHALL BE PLACED IN LAYERS NOT EXCEEDING 12" OR 18" THICK.
4. ALL REBAR SHALL BE GRADE 60 AND SHALL BE INSTALLED IN ACCORDANCE WITH ALL THE REQUIREMENTS OF THE CONCRETE REBAR SHALL BE TYPED UP INTO CURBS OR DOWNS INTO FOOTINGS OR WALLS.
5. ALL INTERSECTIONS AND THROUGH ACCESSORY ROADS SHALL HAVE A CROSS SLOPE OF 2% TO DRAINAGE.
6. ALL TRENCHING AND EXCAVATIONS SHALL COMPLY WITH THE LATEST REQUIREMENTS OF THE CONSTRUCTION SAFETY AND HEALTH ADMINISTRATION.
7. IMMEDIATELY AFTER THE DETENTION APPROXIMATIONS HAVE BEEN BROUGHT TO FINAL AND ALL OPERATIONS OF THE DETENTION SHALL BE COMPLETED WITH THE PLAN AND PLAN SET BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING A REPLY OF THE PUBLIC DEPARTMENT OF THE CITY.
8. IMMEDIATELY AFTER THE DETENTION APPROXIMATIONS HAVE BEEN BROUGHT TO FINAL AND ALL OPERATIONS OF THE DETENTION SHALL BE COMPLETED WITH THE PLAN AND PLAN SET BY THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND SHALL BE RESPONSIBLE FOR OBTAINING A REPLY OF THE PUBLIC DEPARTMENT OF THE CITY.
9. THE CONTRACTOR SHALL HAVE THE SOLE RESPONSIBILITY FOR CARE OF THIS PROJECT.
10. STORM SEWER SHALL BE CONCRETE POLYETHYLENE SHEATH (PERFORMANCE GRADE) SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2688 AND MANUFACTURER'S OUTLINES.



DIMENSION CONTROL PLAN
 SCALE: 1" = 60'



BURKBURNETT
 INDEPENDENT SCHOOL DISTRICT

NEW 3-4-5 SCHOOL
 COUNTY ROAD
 BURKBURNETT, TEXAS

BUNDY, YOUNG, SIMS & POTTER, INC.
 ARCHITECTURAL AND INTERIOR DESIGN

1000 W. 14TH ST. 800
 C. D. S. 600
 2000 LAMAR ST. LTD.
 JOE D. BLOSSOMBY &
 ASSOCIATES FOUNDATION
 D. P. R. T. C.

CORLETT, PROBST & BOYD, P.L.L.C.
 2000 W. 14TH STREET
 BURKBURNETT, TEXAS 76833

DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 DATE: OCTOBER, 2010
 205 NO. [Signature]

XX



City Commission Agenda Memo

From: Mike Whaley, CPM
City Manager

Date: November 21, 2016

Item: Review New PD Development Project

Background

Rick Sims will present the site plan, floor plan, and additional renderings for the facility for your review. After the presentation, we are requesting input and direction from the BOC to proceed with the project. With a motion to proceed, we would begin creating specs and construction documents and determining a timeline for bidding/awarding the project.

Fiscal Impact

Cost estimate to be provided by consultant

Options

- Motion to proceed
- Motion to proceed with recommendations/modifications

Staff Recommendation

N/A

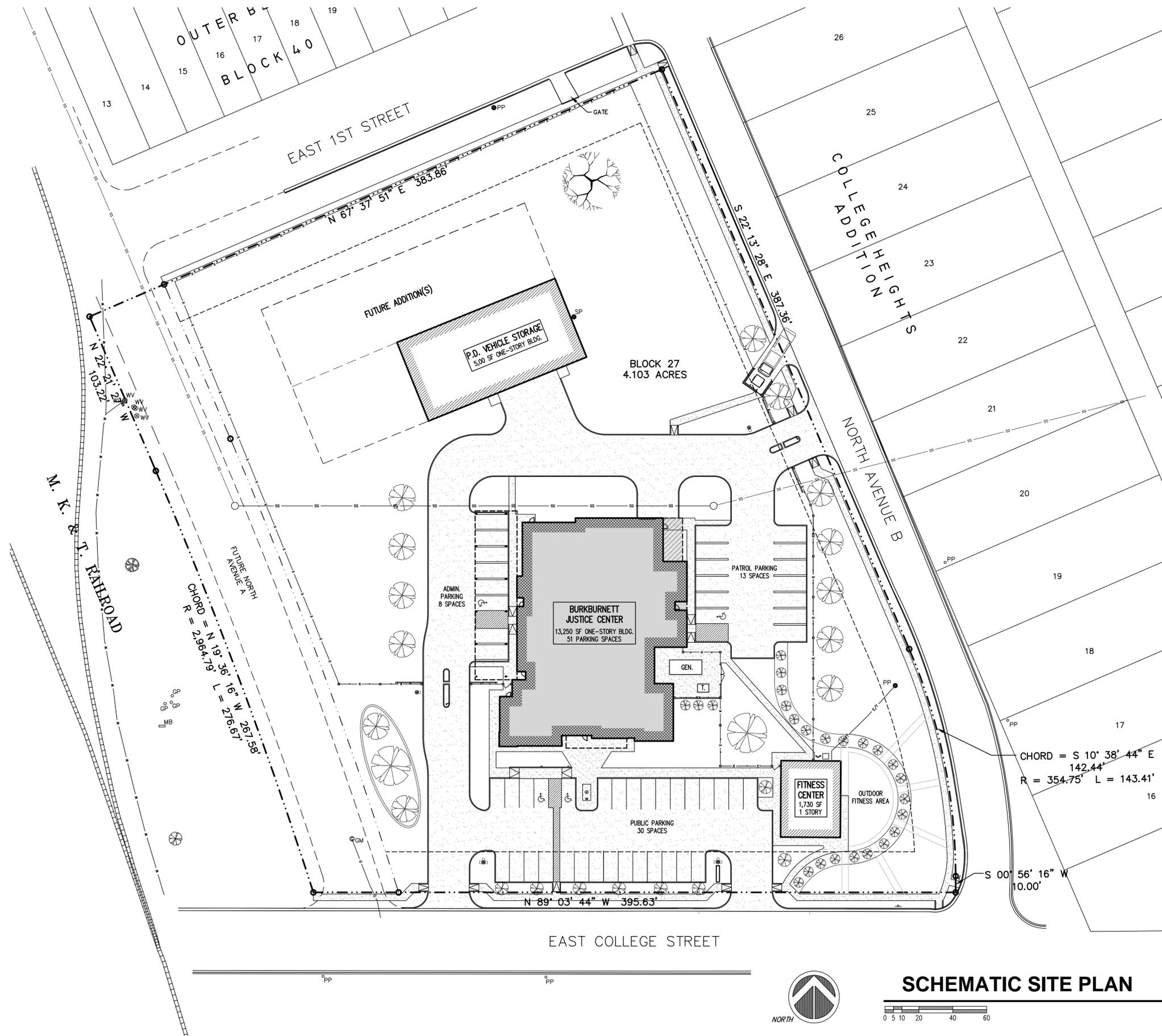
Attachments

Site plan

Floor Plan

A NEW POLICE STATION FOR:
THE CITY OF
BURKBURNETT

NOVEMBER 21, 2016



SCHEMATIC SITE PLAN



BIRD'S EYE VIEW



STREET VIEW

A NEW POLICE STATION FOR:
THE CITY OF
BURKBURNETT

NOVEMBER 21, 2016





City Commission Agenda Memo

From: Mike Whaley, CPM
City Manager

Date: November 21, 2016

Item: Revised Water Conservation Plan Ordinance 909

Background

Because the City of Burkburnett has more than 3,300 connections, we are required to adopt and implement a Water Conservation Plan. The original plan was adopted on 2009. The plan is submitted and reviewed by the Texas Water Development Board who works closely with the Texas Commission on Environmental Quality as it pertains to water conservation. City staff has been working with Dean Hinton of Corelitt, Probst & Boyd, PLLC to review and update the plan. We have also sent a draft to the TWDB for their review and comments. We are asking the BOC to approve Ordinance 761 adopting the revised plan contingent upon final approval of the TWDB.

I have attached a list of some of the items in the plan that were reviewed and updated.

Fiscal Impact

N/A

Options

- Approve
- Approve with modifications

Staff Recommendation

Staff recommends approval as presented

Attachments

List of changes and/or adjustments



City Commission Agenda Memo

From: Mike Whaley, CPM
City Manager

Date: November 21, 2016

Item: Revised Water Conservation Plan Ordinance 909

Changes/Updates:

1. Updated historical water consumption data
2. Updated water system improvement data including new wells
3. Updated the TWDB Utility Profile form (WRD-264)
4. Adjusted 5 year goal for "unaccounted for" water to 12.5%
5. Continued current operational goal of "unaccounted for" water at 15%
6. Adjusted 10 year goal for "unaccounted for" water to 10%
7. Adjusted per capita consumption goal to 100 gallons/capita/day
8. Updated the Water Conservation Plan Implementation Schedule
9. Included the revisions to the Drought Contingency Plan



City Commission Agenda Memo

From: Mike Whaley, CPM
City Manager

Date: November 21, 2016

Item: CDBG Resolution 613

Background

This resolution is a requirement of the TX Community Development Block Grant Program sponsored by the Texas Department of Agriculture. The City of Burkburnett has participated in this grant program in the past and has successfully completed various projects which allowed us to improve our firefighting capabilities and overall water quality by increasing main sizes and installing new or additional fire hydrants. The grant fund cap is \$275,000.00 with City matching fund required at \$55,000.00. This resolution (along interlocal agreement/contract) effectively assigns NORTEX as the facilitator of the grant for the City of Burkburnett at the cost of \$30,000. That cost will come out of the grant proceeds at no additional cost to the City.

Fiscal Impact

\$55,000 if awarded, due to the timeline of the grant, a portion or all of the funding may carry over to FY18

Options

- Approve Resolution
- Take no action

Staff Recommendation

Staff recommends approval of Resolution

Attachments

CDBG Resolution 613

RESOLUTION NUMBER 613

WHEREAS, the City of Burkburnett, Texas if they receive a Texas Community Development Program (TxCDBG) Block Grant of \$275,000.00 to help fund a Water System Improvement Project from the Texas Department of Agriculture (TDA), and

WHEREAS, this Water System Improvement Project 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 21st DAY OF NOVEMBER, 2016 contingent on award:

1. That the City of Burkburnett accepts the TxCDBG grant Contract No. TBA _____ from the Texas Department of Agriculture and directs and authorizes the Mayor 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 Grant Application/General Administrative Services as is required by this TxCDBG grant to the City of Burkburnett for a fee of **\$ 30,000.00**.
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 Improvement Project.
4. That the City of Burkburnett appoints the Mayor, and City Manager as signatories authorized to sign all contractual documents and Request for Payment forms. That the City of Burkburnett also appoints the Director of Administration and City Clerk as signatories to sign the Request for Payment form associated with this Community Development Block Grant, which are sent to 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 and the Director of Administration of Burkburnett as the Civil Rights Officer for the TDA Grant.
6. That the City of Burkburnett appoints the Mayor as the Certifying Environmental Officer and the Public Works Director as the Flood Plan Coordinator for this TDA Grant.

PASSED AND APPROVED on this 21st DAY OF NOVEMBER, 2016.

CARL LAW, MAYOR
CITY OF BURKBURNETT, TEXAS

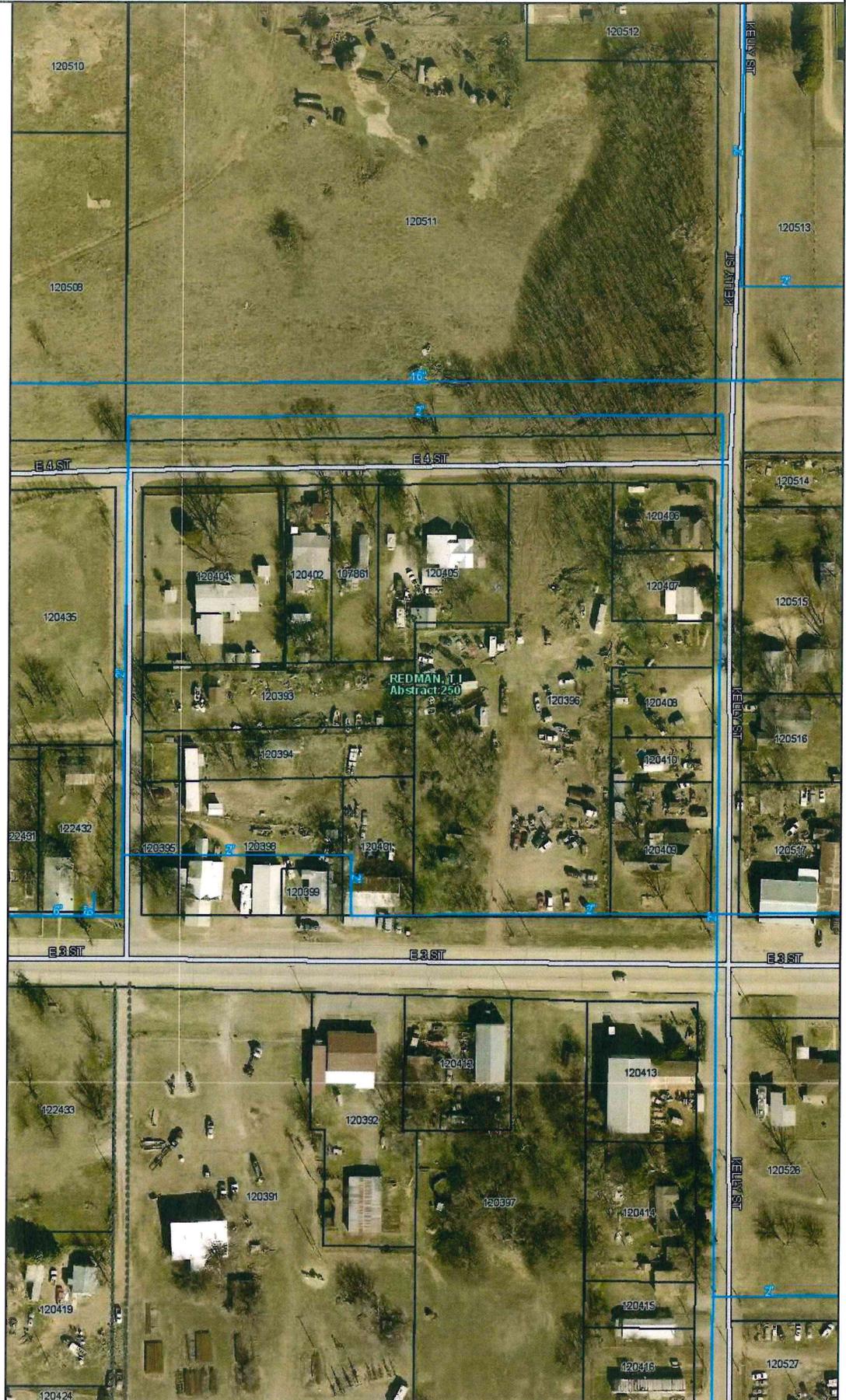
ATTEST:

JANELLE DOLAN, CITY CLERK
CITY OF BURKBURNETT, TEXAS



Map

- Water Mains
- Local Road Labels
- Local Roads
- Railroad
- Extra-territorial Jurisdiction
- City Limits
- Easements
- WCAD Tax Parcels
- Abstracts



Data displayed were gathered by the City of Burkburnett for municipal purposes. No guarantee is made regarding suitability for any other use or purpose.



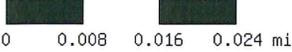
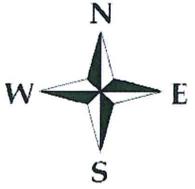
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Map

-  Water Mains
-  Local Road Labels
-  Local Roads
-  Railroad
-  Extra-territorial Jurisdiction
-  City Limits
-  Easements
-  WCAD Tax Parcels
-  Abstracts



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City Commission Agenda Memo

From: Mike Whaley, CPM
City Manager

Date: November 21, 2016

Item: INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT FOR APPLICATION AND ADMINISTRATION SERVICES TEXAS COMMUNITY DEVELOPMENT PROGRAM

Background

Also required for the CDBG program is an interlocal agreement/contract for administration services. This agreement would be between the City of Burkburnett and NORTEX for the purpose of facilitating the CDBG for the City of Burkburnett. The scope of services include: Grant Writing, Project Management, Financial Management, Environmental Review, Construction Management, Fair Housing/Equal Opportunity Management, Acquisition Management, and Audit/Close out Procedures for the grant.

Fiscal Impact

\$30,000 if awarded, paid by grant funds

Options

- Approve Interlocal Governmental Cooperation Contract with NORTEX
- Take no action

Staff Recommendation

Staff recommends approval

Attachments

Interlocal Governmental Cooperation Contract with NORTEX

**INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT
FOR APPLICATION AND ADMINISTRATION SERVICES
TEXAS COMMUNITY DEVELOPMENT PROGRAM**

THE STATE OF TEXAS

AGREEMENT FOR SERVICES

COUNTY OF WICHITA

PART I

WHEREAS, this agreement, if contract is awarded is made and entered into this 21st day of November, 2016, by and between the *CITY OF Burkburnett*, hereinafter called the "City", acting by its duly authorized Mayor, after obtaining a resolution of its governing body authorizing this agreement, and Nortex Regional Planning Commission, hereinafter called "Nortex RPC or as the Contractor", 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 agreement are local governments as defined by Article 4413(32c), Vernon's Annotated Civil Statutes, and this agreement 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 the following: 2017/2018 TxCDBG Fund under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program; and Whereas the City desires to engage Nortex RPC to render certain professional administrative services in connection with this TxCDBG Project, Contract Number pending.

NOW THEREFORE, the parties do mutually agree as follows:

1. Definitions:

Throughout this document:

- a. "Agreement" refers to the contract between a city and a professional or administrative services Contractor to assist with the application, administration, construction, engineering or implementation of all or any portion of a community development block grant from the Texas Department of Agriculture.
- b. "Contractor" refers to a professional or administrative services Contractor engaged to assist a City with the application, administration, construction, engineering or implementation of all or a portion of a community development block grant from the Texas Department of Agriculture.
- c. "Parties" refer to the Contractor and the City.

2. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services. Payment of fees associated with Part III – Payment Schedule of this Agreement shall be contingent upon TxCDBG funding. In the event that grant funds are not awarded to the City by TDA through the Community Development Block Grant program, this agreement shall be terminated by the City.

3. Time of Performance - The services of the Contractor shall commence on (TBD after contract award). In any event, all of the services required and performed hereunder shall be completed no later than TBD unless there is an approved TDA extension.
4. Local Program Liaison - For purposes of this Contract, the Director of Administration or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
5. Access to Information - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, and the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, and other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts and to close-out the City's TxCDBG contract with TDA.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ 30,000.00. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the CE contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Wichita County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement

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

The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

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

CITY OF BURKBURNETT, TEXAS

BY: _____
(Local City/County Official)
CARL LAW
(Printed Name)
MAYOR
(Title)

NORTEX REGIONAL PLANNING COMMISSION

BY: _____
(Contractor's Authorized Representative)
DENNIS WILDE
(Printed Name)
EXECUTIVE DIRECTOR
(Title)

PART II SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

A. Grant Writing Services

1. Application preparation and related services.

B. Project Management

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

B. Financial Management

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

C. Environmental Review

1. Prepare environmental assessment. (This does **not** include any required archeological surveys.)
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.

3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

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

E. Construction Management

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

F. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.

5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Audit / Close-out Procedures

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

PART III
PAYMENT SCHEDULE

City shall reimburse (Contractor) for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

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

PART IV
TERMS AND CONDITIONS

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

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

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

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

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to

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

5. Personnel.

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

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

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

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

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

2. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

3. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
4. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
5. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

MEMORANDUM

To: Mike Whaley, City Manager, City of Burburnett

From: Nicole R. Burns

Re: Building Regulations Ordinance Amendment

Date: November 16, 2016

The City's existing Building Regulations Ordinance is outdated. The Codes adopted by reference had not been updated since the passage of the existing ordinance. The notice to the owner and occupants of the property is inadequate to inform them of their rights and it lacks language required by statute.

This Ordinance Amendment addresses those issues by updating the Codes to their most current versions, incorporating the language required by statute, establishing methods of providing notice, and informing the owner and occupants of their duties at a hearing before the Board, and their rights to appeal. It also sets out who will present the cases to the Board on behalf of the City and the actions the Board may take after hearing the testimony. Finally, the proposed Amendment establishes the appropriate civil penalty for an owner's failure to comply with the orders.

ORDINANCE NUMBER 910

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AMENDING CHAPTER 150, BUILDING REGULATIONS IN THE CODE OF ORDINANCES, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Burkburnett may establish ordinances for the preservation of public safety relating to dangerously damaged or deteriorated buildings or improvements; and

WHEREAS, the municipality may require the vacation, relocation of occupants, securing, repair, removal, or demolition of dilapidated or substandard buildings, those unfit for human habitation, or those who are unoccupied by the owners, lessees, or other invitees, and is unsecured from unauthorized entry such that it could be entered or used by vagrants or other uninvited persons as a place of harborage or children; and

WHEREAS, the municipality must provide for a public hearing to determine whether a building complies with the standards for continued use and occupancy.

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the City of Burkburnett, Texas:

Part 1. Enacted.

THAT Chapter 150 of the Code of Ordinances of the City of Burkburnett be amended to read as follows:

SECTION 150.01 Standard Codes Adopted by Reference

The following codes, in their most recent edition, are hereby adopted by reference as though they were copied herein fully:

- Subchapter A, Chapter 214, Texas Local Government Code
- 2000 International Codes
- International Building Code (IBC)
- International Fire Code (IFC)
- International Energy Conservation Code (IECC)
- International Fuel Gas Code (IFGC)
- International Property Maintenance Code (IPMC)
- International Plumbing Code (IPC)
- International Mechanical Code (IMC)
- International Residential One/Two Family Dwellings Electrical Code Administrative Provision.
- Section 151.01 National Electric Code of NFPA-70.

SECTIONS 150.02 through 150.34 (reserved for future use)

DANGEROUS BUILDING

SECTIONS 150.35 Definitions

(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

“DANGEROUS BUILDING” Shall mean:

- (a) Any building, shed, fence, or other man-made structure which is dangerous to the public health because of its condition and which may cause or aid in the spread of disease or injury to the health of the occupants of it or neighboring structures;
- (b) Any building, shed, fence, or other man-made structure which because of faulty construction, age, lack of proper repair, or any other cause, is especially liable to fire and constitutes or creates a fire hazard;
- (c) Any building, shed, fence, or other man-made structure which by reason of faulty construction or any other cause, is liable to cause injury or damage by collapsing or by a collapse or fall of any part of such structure;
- (d) Any building, shed, fence, or other man-made structure which because of its condition or because of lack of doors or windows is available and frequented by malefactors or disorderly persons who are not lawful occupants of such structure;
- (e) Any building, shed, fence, or other man-made structure which has a foundation that is not so free of holes, cracks, buckling, crumbling, and defects as to support adequately the structure; or
- (f) Any building, shed, fence, or other man-made structure which exists in violation of any provision of the building code of the city or other ordinances of the city.

(B) Any such dangerous building in the city is hereby declared to be a public nuisance.

SECTIONS 150.36 through 150.41 REPEALED

SECTION 150.42 Regulation of Dangerous Structures

As authorized by Chapter 214 of the Texas Local Government Code, the City of Burkburnett requires the vacation, relocation of occupants, securing, repair, removal, or demolition of a building that is:

- (1) Dilapidated, substandard, or unfit for human habitation and a hazard to the public health, safety, and welfare;
- (2) Regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by

vagrants or other uninvited persons as a place of harborage or could be entered or used by children; or

- (3) Boarded up, fenced, or otherwise secured in any manner if:
- a. The building constitutes a danger to the public even though secured from entry; or
 - b. The means used to secure the building are inadequate to prevent unauthorized entry or use of the building in the manner described by Subdivision (2), above.

Any such structure in the city is hereby declared to be a public nuisance.

The City of Burkburnett hereby implements Chapter 214 of the Texas Local Government Code for Enforcement of Health and Safety Ordinances.

SECTION 150.43 Maintaining Existence of Dangerous Building Prohibited

It shall be unlawful to maintain or permit the existence of any dangerous building in the city; and it shall be unlawful for the owner, occupant, or person in custody of any dangerous building to permit the same to remain in a dangerous condition, or to occupy such building or permit it to be occupied while it is or remain in a dangerous condition.

As authorized by Chapter 214 of the Texas Local Government Code, the City of Burkburnett may secure a building the municipality determines violates the minimum standards and is unoccupied or is occupied only by persons who do not have a right of possession to the building.

SECTION 150.44 Notification Upon Determination

- (A) Whenever the Code Enforcement Officer shall be of the opinion that any building or structure in the city is a dangerous building, he shall issue a written notice to all property owners, lienholders, or registered agents stating the building has been declared to be in a dangerous condition; that the owner, lienholder, and/or mortgagee may appear at a public hearing before the Board of Commissioners to determine whether the building complies with the standards set out in this ordinance; and that the owner, lienholder, and/or mortgagee will be required to submit proof of the scope of any work that may be required to comply with the ordinance and the time it will take to reasonably perform the work.
- (B) The Code Enforcement Officer will search the following records to determine the identity and address of each property owner, lienholder, or registered agent:
- (1) Wichita County real property records;
 - (2) Wichita County appraisal district records;
 - (3) Records of the Secretary of State if the property owner, lienholder, or registered agent is a corporation, partnership, or other business association;
 - (4) Wichita County assumed name records;
 - (5) City of Burkburnett tax records; and
 - (6) City of Burkburnett utility records.
- (C) The Notice will be sent to the record owners of the affected property, and each holder of recorded lien against the affected property, as shown by the records in the office of the county clerk of the county in which the affected property is located if the address of the

lienholder can be ascertained from the deed of trust establishing the lien or other applicable instruments on file in the office of the county clerk;

(D) The Notice will be given as follows:

- (1) By personal delivery, by certified mail with return receipt requested, or by delivery by the United States Postal Service using signature confirmation service to the record owners of the affected property, and each holder of a recorded lien against the affected property, as shown by the records in the office of the Wichita County Clerk if the address of the lien holder can be ascertained;
- (2) To all unknown owners, by posting a copy of the notice on the front door of each improvement situated on the affected property or as close to the front door as practicable; and
- (3) By publication in a newspaper of general circulation in the municipality on one occasion on or before the 10th day before the date fixed for the hearing.

(E) The Notice must be posted and either personally delivered or mailed on or before the 10th day before the date of the hearing before the commission panel and must state the date, time, and place of the hearing.

(F) The Notice must include a statement that the owner, lienholder, or mortgagee will be required to submit at the hearing proof of the scope of any work that may be required to comply with the ordinance and the time it will take to reasonably perform the work.

(G) The Notice sent to the owner shall include the following statement: "According to the real property records of Wichita County, you own the real property described in this notice. If you no longer own the property, you must execute an affidavit stating that you no longer own the property and stating the name and last known address of the person who acquired the property from you. The affidavit must be delivered in person or by certified mail, return receipt requested, to this office not later than the 20th day after the date you receive this notice. If you do not send the affidavit, it will be presumed that you own the property described in this notice, even if you do not."

(H) When the Notice is mailed accordance with this section to a property owner, lienholder, or registered agent and the United States Postal Service returns the notice as "refused" or "unclaimed," the validity of the notice is not affected, and the notice is considered delivered.

SECTION 150.46 Hearings Before the Board of Commissioners

The Code Enforcement Officer, or his designee, shall file and present all cases to the Board of Commissioners on behalf of the City.

The Board of Commissioners shall consider the charges presented by the Code Enforcement Officer, or his designee, and the response presented by the Respondents or persons opposing charges brought by the Code Enforcement Officer, relating to alleged violations of this ordinance. After consideration of the evidence and testimony, the Board of Commissioners may:

- (1) Dismiss the charges brought by the Code Enforcement Officer or his designee;
- (2) Order the repair, within a fixed period of time, generally within 30 days, of structures found to be in violation of the ordinance;
 - a. If more than 30 days are required to repair, remove, or demolish the building, the Commission shall establish specific time schedules for commencement

and performance of the work, and shall require the owner, lienholder, or mortgagee to secure the property in a reasonable manner from unauthorized entry while the work is being performed.

- b. If the owner, lienholder, or mortgagee establishes at the hearing that the work cannot be reasonably completed within 90 days, the Commission may allow more than 90 days to repair, remove, or demolish the building, provided the owner, lienholder, or mortgagee submits a detailed plan and time schedule for the work at the hearing, and the Commission orders regular progress reports to be submitted by the owner, lienholder, or mortgagee to demonstrate compliance with the submitted time schedules. If the owner, lienholder, or mortgagee owns property within the municipal boundaries which exceed \$100,000.00 in total value, the Commission may require the owner, lienholder, or mortgagee to post a cash or surety bond or a letter of credit from a financial institution or guaranty from a third party approved by the municipality in an amount adequate to cover the costs of repairing, removing, or demolishing the building.
- (3) Declare the building substandard in accordance with the powers granted by this subchapter;
 - (4) Order, in an appropriate case, the immediate removal of persons or property found on private property, enter on private property to secure removal if it is determined the conditions exist on the property that constitute a violation of this ordinance, and order action to be taken as necessary to remedy, alleviate, or remove any substandard structure found to exist in violation of this ordinance;
 - (5) Issue orders or directives to any peace officer of the state, including a Sheriff or a Constable or the Chief of Police, to enforce and carry out the lawful orders or directives of the Board of Commissioners; and/or
 - (6) Determine the amount and duration of the civil penalty to be assessed against the owner of the property and/or structure.

Any owner, lienholder, or mortgagee of record jointly or severally aggrieved by any decision of the City may present a petition to the Wichita County District Courts pursuant to 214.0012 Texas Local Government Code.

SECTION 150.47 Upon Declaration of Substandard Building

Upon declaration by the Board of Commissioners that a building is substandard, a notice shall be placed on the dangerous building to read as follows:

“This building has been found to be a dangerous building by the Board of Commissioners. This notice is to remain on this building until it is repaired, vacated, or demolished in accordance with the notice which has been given the owner. It is unlawful to remove this notice until such notice is complied with.”

The Board of Commissioners Panel will have sent by personal delivery, or by certified mail, return receipt requested, to each owner, lienholder, or mortgagee of record a copy of the final decision of the Commission Panel. Additionally, within ten (10) calendar days after the date of

mailing the decision to the owner, lienholder, or mortgagee of record, the Commission panel shall cause to be published one time in a newspaper of general circulation in the municipality an abbreviated copy of the order, including the street address or legal description of the property, the date of the hearing, a brief statement of the results of the order, and instructions stating where a complete copy of the order may be obtained. The Commission Panel will also file a copy of their decision with the municipal secretary or clerk.

SECTION 150.48 Demolition of Building

If the building is declared substandard and is not vacated, secured, repaired, removed, or demolished, or the occupants are not relocated within the allotted time, the municipality may vacate, secure, remove, or demolish the building or relocate the occupants, and assess the expenses on or file a lien against the property on which the building was located, unless the property is properly designated as a homestead.

Nothing contained herein shall be deemed a limitation on the ability of the city to summarily order the demolition of any building or structure where it is apparent that the immediate demolition of such building or structure is necessary to the preservation of life and property in the city. In the event it is necessary during a fire or immediately after a fire that an emergency exists and the city has to contract with some company or individual for equipment to demolish or tear the walls of a building or the building itself where the fire exists or immediately after the fire, the cost of having hired such equipment to perform such duties shall be charged to and paid by the owner of the premises, and charged as a lien upon the real property on which the building or buildings are situated.

SECTION 150.99 PENALTY

The Board of Commissioners may assess a civil penalty for failure to comply with its orders issued under the authority of this Subchapter. The civil penalty may not exceed \$1,000.00 per day, or \$10.00 per day if the property is the owner's lawful homestead. The civil penalty shall be enforced as provided in Section 214.0015 of the Texas Local Government Code.

This subchapter does not affect the City's ability to proceed under the jurisdiction of the municipal court."

Part 2. Severability.

If any section, sub-section, clause, phrase or portion of this Ordinance shall be held unconstitutional or invalid by a court of competent jurisdiction, such section, sub-section, sentence, clause, phrase or portion thereof shall be deemed to be a separate, distinct and independent provision and such invalidity shall not affect the validity of the remaining portions.

Part 3. Repeal.

All ordinances or parts of ordinances in conflict herewith are repealed to the extent of the conflict.

Part 4. Open Meetings.

It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Government Code and Chapter 211, Texas Local Government Code.

Part 5. Publication.

The City Secretary is hereby authorized and directed to cause publication of this Ordinance in accordance with law.

Part 6. Effective Date.

This Ordinance shall be in force and effect from and after its publication as required by law.

PASSED AND APPROVED on this _____ day of _____, 2016.

Carl Law, Mayor

ATTEST:

Janelle Dolan, City Clerk



City Commission Agenda Memo

From: Mike Whaley
City Manager

Date: November 21, 2016

Item: Appointment to the Wichita Appraisal District Board of Directors

Background

Dr. Mike Avey currently serves as the representative for both the City of Burkburnett and the Burkburnett Independent School District on the Wichita Appraisal District Board of Directors. The City received notice that Dr. Avey's two year term will expire on December 31st of this year. Dr. Avey is eligible for reappointment. I have spoken with Mr. Trigg of the Wichita Appraisal District and Mr. Chaplin of the Burkburnett Independent School District regarding the reappointment. Both agree that Dr. Avey has done a great job as our representative and is an asset to the Wichita Appraisal District Board of Directors. The BISD is in agreement to reappointing Dr. Avey as our representative to the Wichita Appraisal District Board of Directors.

Fiscal Impact

N/A

Options

- Reappoint Dr. Avey
- Appoint another representative

Staff Recommendation

Staff recommends reappointment of Dr. Avey to the Wichita Appraisal District Board of Directors.

Attachments

Copy of current Board members



City Commission Agenda Memo

From: Mike Whaley, City Manager

Date: November 21, 2016

Item: Discuss and take any action necessary on Cemetery Board appointments.

Background

The terms of three Cemetery Board members expire in December. The members with terms expiring are: Kathy Patterson, Paula Smith, and Brenda Whaley. All members are eligible for re-appointment. All members were contacted and expressed willingness to continue to serve.

Fiscal Impact

N/A

Options

- Re-Appoint the existing members
- Make alternate appointments
- Take no Action

Staff Recommendation

Staff has no specific recommendation.

Attachments

None



City Commission Agenda Memo

From: Mike Whaley, CPM
City Manager

Date: November 21, 2016

Item: Charter Discussion

Background

I have attached the City Attorney Charter Review Summary that discusses the various recommendations made by the Charter Review Board. I have also attached Ordinance 871 (Charter Election Order) which shows what items from the recommended summary were placed on the ballot.

Fiscal Impact

N/A

Options

N/A

Staff Recommendation

N/A

Attachments

Ordinance 871 Charter Election Order
Attorney Summary Charter Review

ORDINANCE NUMBER 871

AN ORDINANCE ORDERING AND PROVIDING NOTICE OF A SPECIAL HOME-RULE ELECTION IN THE CITY OF BURKBURNETT, TEXAS, TO BE HELD ON MAY 9, 2015 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS, FOR ADOPTION OR REJECTION, PROPOSED AMENDMENTS TO THE EXISTING CHARTER OF THE CITY OF BURKBURNETT, TEXAS, AS AMENDED; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Burkburnett, Texas, in the exercise of the discretion reposed in it by the Constitution and laws of this State, and in accordance with the provisions of Chapter 9 of the Texas Local Government Code, has determined to submit the following proposed amendments of the existing Charter of the City of Burkburnett at a special election to be held concurrently with the general election to be held May 9, 2015;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BURKBURNETT, TEXAS:

**Section 1
ELECTION ORDER AND NOTICE OF ELECTION**

There is hereby ordered a Special Election to be participated in by the qualified voters of the City of Burkburnett, Texas, to be held on the 2nd Saturday in May, being the 9th day of May, 2015, between the hours of 7:00 a.m. and 7:00 p.m., for the purpose of submitting to the qualified voters of the City, for adoption or rejection, the following proposed amendments to the existing Charter of the City of Burkburnett, Texas.

**Section 2
PROPOSED AMENDMENTS**

I.

Amending Article III, Section 4 of the City Charter to correct a typographical error changing the word “choses” to “choices” so that the language shall read as follows:

“All real estate owned in fee simple title, or held by lease, sufferance, easement or otherwise; all public buildings, fire stations, parks, streets and alleys, and all property, whether real or personal, of whatever kind, character or description now owned or controlled by the City of Burkburnett, shall vest in, inure to, remain and be the property of said City of Burkburnett under this Charter; and all causes of action, choices in action, rights or privileges of every kind and character and all property of whatsoever character or description which may have been held, and is now held, controlled or used by said City of Burkburnett for public uses or in trust

for the public, shall vest in and remain and inure to the City of Burkburnett under this Charter, and all suits and pending actions to which the City of Burkburnett heretofore was or now is a party, plaintiff or defendant, shall in no wise be affected or terminated by the adoption of this Charter, but shall be continued unabated.

II.

Amending Article III, Section 10 of the City Charter clarifying the eminent domain authority for the City by authorizing the use of eminent domain authority as provided by the Constitution and laws of the State. The current language lists multiple areas of eminent domain authority. The new language will authorize the City to use the eminent domain authority provided by the Constitution and laws of the state of Texas so that the language will read as follows:

“The City shall have the full power and right to exercise the power of eminent domain where necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the Constitution and laws of the State of Texas. The City may exercise the power of eminent domain in any manner authorized or permitted by the Constitution and laws of the State. The power of eminent domain hereby conferred shall include the right of the City to take the fee in land so condemned and such power and authority shall include the right to condemn public property for such purposes. The City shall have and possess the power of condemnation for any municipal or public purposes even though not specifically enumerated in this Charter.”

III.

Amending Article III, Section 18 of the City Charter to correct a typographical error changing the word “damand” to “demand” so that the language shall read as follows:

“The City of Burkburnett shall have the power to buy, own, construct and to maintain and operate, within or without the city limits, a system or systems, of gas, or electric lighting plants, power plants, telephones, street railways, fertilizing plants, abattoirs, municipal railway terminals, loading and unloading devices, and shipping facilities, or any other public services or public utilities and to demand and receive compensation for services furnished for private purposes or otherwise, and to exercise the right to eminent domain for the appropriations of lands, rights-of-way or anything whatsoever that may be proper and necessary to efficiently carry out said objects. And said City of Burkburnett shall have the power to acquire by lease, purchase or condemnation, the property or any part thereof of any person, firm or corporation now or hereafter conducting any such business, for the purpose of operating such public utility or utilities and for the purpose of distributing such service throughout the city or any part thereof, and the governing body of said city shall pass all ordinances or resolutions necessary or proper to give full force and effect to the provisions contained in this section.”

IV.

Repealing Article III, Section 30 of the City Charter designating the fire limits within the City.

V.

Repealing Article III, Section 31 of the City Charter designating the materials that must be used for construction within the fire limits.

VI.

Repealing Article III, Section 32 of the City Charter authorizing the Board of Commissioners to extend the boundary of the fire limits.

VII.

Amending Article III, Section 34 of the City Charter by removing the requirement for fire escapes for all public buildings. The language will read as follows:

“In addition to the powers hereinbefore specifically enumerated, said city shall have the power to define all nuisances, prohibit the same within the city and outside the city limits for a distance of five thousand feet.

To police all parks, grounds, speed ways, streets, avenues and alleys owned by said city within or without the city limits.

To prohibit the pollution of all sources of water supply of said city, and to provide for the protection of water sheds.

To inspect dairies, slaughter pens, and slaughter houses, inside and outside the city limits of the city, from which meat or milk is furnished to the inhabitants of the city.

To license, operate and control the operation of all character of vehicles using public streets, and to prescribe the speed of the same, the qualifications of the operator of the same, and the lighting of the same by night and to provide for the giving of bond or other security for the operation of same.

To regulate, license and fix charges of fares made by any person owning, operating or controlling any vehicle of any character used for the carrying of passengers for hire or transportation of freight for hire on the public streets and alleys of the city.

To license any lawful business, occupation or calling that is susceptible to the control of the police power.

To license, regulate, control or prohibit the erection of signs or bill boards within the corporate limits of said city.

To provide for Police and Fire Departments.

To provide for a Health Department and to establish all necessary rules and regulations protecting the health of the city and the establishment of quarantine stations and pest houses, emergency hospitals and hospitals, and to provide for the adoption of necessary quarantine laws to protect the inhabitants against contagious or infectious diseases.

To require property owners to make connections with the sewer system with their premises and to provide for fixing a lien against any property owner's premises, who fails or refuses to make sanitary sewer connections and to charge the cost against said owner and make it a personal liability, also provide for fixing penalties for failure to make sanitary sewer connections, provided the sewer system is owned and operated by the city.

To provide that gas companies, street car companies, telephone companies, telegraph companies and electric light companies or any other companies or individuals enjoying a franchise now or hereafter from the city to make and furnish extension of their service to such territory within the corporate limits as may be prescribed from time to time by ordinance.

To provide for the regulation and control of plumbers and plumbing works and to require efficiency in the same.

To provide for the inspection of weights, measures and meters and fix a standard of such weights, measures and meters, and to require conformity to such standards, and to provide penalties for failure to use or conform to the same, and to provide for inspection fees.

To provide for the issuance of permits for erecting all buildings; for the inspection of the construction of buildings, in respect to proper wiring for electric lights and other electric appliances; piping for gas, flues, chimneys, plumbing and sewer connections, and to enforce proper regulations in regard thereto.

To provide for the enforcement of all ordinances enacted by the city, by a fine not to exceed the amount allowed by state law; provided, that no ordinances enacted by the city shall prescribe a greater or less penalty than is prescribed for a like offense by the laws of this State.”

VIII.

Amending Article III, Section 36 of the City Charter to reference Chapter 9 of the Texas Local Government Code as the statute that enumerates Home-Rule authority so that the language will read as follows:

“The enumeration of particular powers by this Charter shall not be held or deemed to be exclusive, but, in addition to the powers enumerated herein, implied thereby or appropriate to the exercise thereof, the City of Burkburnett shall have and may exercise all other powers which, under the Constitution and laws of this State, it would be competent for this Charter to specifically enumerate.”

IX.

Amending Article IV, Section 18(B) of the City Charter to change the time of filing and posting notice of the referenced measures to seventy-two (72) hours to be consistent with the time set forth in the Texas Open Meetings Act for notice of meetings. The language will read as follows:

“(B) Seventy-two (72) hours prior to the meeting at which a measure will be considered, a draft of the measure shall be filed with the City Clerk, and notice of

that filing shall be posted at City Hall. The notice shall consist of the caption of the measure.”

X.

Amending Article IV, Section 23 of the City Charter to allow for an ordinance amending the Code of Ordinances or a city ordinance to include only the language that is being amended. Since the City has codified many of its ordinances in the Code of Ordinances, there is no need for each ordinance that amends the Code of Ordinances to contain the entire language of the previous ordinances adopting that chapter or section. The revised language allows the ordinance to contain the entire language but does not make it mandatory. The language will read as follows:

“The Code of Ordinances and ordinances of the city may be amended by ordinance. The ordinance amending the Code of Ordinances or an ordinance may contain only the portion of the Code of Ordinances or ordinance that is being amended.”

XI.

Amending Article IV, Section 33 of the City Charter to cause that the audit of the City books of accounts of each and every department, although continuous, shall be completed annually or in accordance with state law and deleting the requirement that the auditor not be a resident of the City. The language will read as follows:

“The Board of Commissioners shall cause a continuous audit to be made of the books of accounts of each and every department of the city. Such audit shall be made by a certified public accountant, who shall be selected by said Board and contract entered into from year to year, and, if practicable, such contract shall provide that the books of the city shall be audited annually or in accordance with state law, the audit to be made at the close of the fiscal year and such auditor’s report to the Board, in a condensed form, shall be published at least once in the official paper of the city.”

XII.

Amending Article IVa, Section 1 of the City Charter to correct a typographical error changing the word “fall” to “fill” so that the language shall read as follows:

“Any member of the Board of Commissioners, whether elected to office by the qualified electors of the city or elected by said Board to fill a vacancy, shall be subject to recall and removal from office by the qualified electors of the city as in this Charter provided.”

XIII.

Amending Article IVa, Section 5 of the City Charter to allow for a period of twenty (20) days for the City Clerk to certify a recall petition and set procedures for recall petitions that do not meet the requirements for a recall petition. The language will read as follows:

“Within twenty (20) days after the date of the filing of the papers constituting the recall petition, the City Clerk shall certify to the Board of Commissioners the number of qualified voters within the City of Burkburnett, shall further certify the number of qualified voters signing said petition, and shall present such petition and their certificate thereto to said Board. The City Clerk shall declare void any papers constituting the recall petition which does not meet the requirements of Section 3 of this Article. If the papers constituting the recall petition are found by the City Clerk to be insufficient, the City Clerk shall notify the person filing the petition. The person filing the petition shall have fifteen (15) days from the date of such notice to file an amended or supplementary petition signed and filed as prescribed in the original petition. Within ten (10) days after the person files the supplemental petition, the City Clerk shall examine the amended or supplemental petition and certify its sufficiency. If the City Clerk finds the amended or supplementary petition to be insufficient, there shall be no further proceedings on the petition.

XIV.

Amending Article V, Section 2 of the City Charter to add language that the individual who is hired as City Manager and does not live within the City limits of the City of Burkburnett must move to and reside within the City limits within 90 days of employment as City Manager. The language will read as follows:

“The City Manager may or may not be a resident of the City of Burkburnett when appointed. The individual hired as City Manager will have ninety (90) days from their appointment as City Manager to move within the City limits of the City of Burkburnett and must continue to reside within the City limits of the City of Burkburnett during their term of employment as City Manager.”

XV.

Amending Article V, Section 5c of the City Charter to give the City Manager the authority to appoint and remove all other City employees”. The language will read as follows:

“(c) to appoint and remove all other City employees;”

Section 3

The official ballots to be used in this special election shall comply with the applicable provisions of the Texas Election Code, shall state each proposed amendment separately and distinctly so that the voters shall pass upon each amendment separately and apart from another so that each voter may vote “For” or “Against” any amendment or amendments without voting “For” or “Against” all such amendments, and shall have written or printed thereon the following:

CHARTER AMENDMENTS

I.

- FOR
- AGAINST

Shall Article III, Section 4 of the City Charter be amended to correct a typographical error changing the word “choses” to “choices”?

II.

- FOR
- AGAINST

Shall Article III, Section 10 of the City Charter be amended to clarify the authorization that the City has to exercise eminent domain authority as provided by the Constitution and laws of the State?

III.

- FOR
- AGAINST

Shall Article III, Section 18 of the City Charter be amended to correct a typographical error changing the word “damand” to “demand”?

IV.

- FOR
- AGAINST

Shall Article III, Section 30 of the City Charter regarding the setting of fire limits within the City be repealed?

V.

- FOR

AGAINST

Shall Article III, Section 31 of the City Charter regarding the requirement to use certain materials for construction within the fire limits be repealed?

VI.

FOR

AGAINST

Shall Article III, Section 32 of the City Charter allowing the Board of Commissioners to extend the boundary of the fire limits be repealed?

VII.

FOR

AGAINST

Shall Article III, Section 34 of the City Charter be amended to remove the language which requires the construction of fire escapes on all public buildings and to allow for an increase in fines as allowed by state law?

VIII.

FOR

AGAINST

Shall Article III, Section 36 of the City Charter be amended to reference Chapter 9 of the Local Government Code as the appropriate statute for the enumeration of Home-Rule municipal authority?

IX.

FOR

AGAINST

Shall Article IV, Section 18(b) of the City Charter be amended to change the time of filling and posting notice of certain measures to seventy-two (72) hours to be consistent with the time set forth in the Texas Open Meetings Act for notice of meetings?

X.

- FOR
- AGAINST

Shall Article IV, Section 23 of the City Charter be amended to allow for an ordinance amending the Code of Ordinances or a city ordinance to include only the language that is being amended or added?

XI.

- FOR
- AGAINST

Shall Article IV, Section 33 of the City Charter be amended to cause that the audit of the City books of accounts of each and every department shall be completed annually or in accordance with state law and allow the audit to be completed by a resident of the City?

XII.

- FOR
- AGAINST

Shall Article IVa, Section 1 of the City Charter be amended to correct a typographical error changing the word “fall” to “fill”?

XIII.

- FOR
- AGAINST

Shall Article IVa, Section 5 of the City Charter be amended to set a period of twenty (20) days for the City Clerk to certify a recall petition; to authorize the City Clerk to determine whether a recall petition is void, to set a period of fifteen (15) days for the person filing a recall petition to amend or supplement the petition to make it valid in the event a petition is

declared void and set a period of ten (10) days for the City Clerk to review an amended or supplemental documentation for certification?

XIV.

- FOR
- AGAINST

Shall Article V, Section 2 of the City Charter be amended to require that the individual who is hired as City Manager and does not live within the City limits of the City of Burkburnett must move within the City limits within 90 days of employment as City Manager and reside in the City limits during the term of employment as City Manager?

XV.

- FOR
- AGAINST

Shall Article V, Section 5c of the City Charter be amended to authorize the City Manager to appoint and remove all other City employees?

PASSED AND APPROVED this 16th day of February, 2015.

By: _____
Carl Law, Mayor

ATTEST:

Janelle Dolan, City Clerk

Charter Review Summary

Article I

Section 1: It was the consensus of the Committee that no changes were needed.

Article II

Section 1, 2, and 3: It was the consensus of the Committee that no changes were needed.

Article III

Section 1: it was the consensus of the Committee that no changes were needed.

Section 2: it was the consensus of the Committee that no changes were needed.

Section 3: it was the consensus of the Committee that no changes were needed.

Section 4: Discussion was held that there is a possible typo in first sentence (line 7) *and choses in action should be choices in action*. This will be reviewed by Tim James, City Manager. It was the consensus of the Committee that no other changes were needed.

Section 5: it was the consensus of the Committee that no changes were needed.

Section 6: it was the consensus of the Committee that no changes were needed.

Section 7: it was the consensus of the Committee that no changes were needed.

Section 8: Discussion was held regarding if the wording “unless the same shall have remained so for ten days after special notice in writing has been given to the City Manager” and “provided, the City of Burkburnett shall not be liable, under any circumstances, for damages...” should be included and/or could a clarification be obtained on the meaning of these phrases. Mr. James stated he will have the City Attorney review this section and ensure that it is in compliance. **No change is recommended.**

Section 9: it was the consensus of the Committee no changes were needed.

Section 10: it was the consensus of the Committee to have the City Attorney review this entire section to ensure is it up to date and in compliance. **I recommend the use of more generic language than language that attempts to list any use of eminent domain. The following is an example: “The City shall have the full power and right to exercise the power of eminent domain where necessary or desirable to carry out any of the powers conferred upon it by this Charter or by the Constitution and laws of the State of Texas. The City may exercise the power of eminent domain in any manner authorized or permitted by the Constitution and laws of the State. The power of eminent domain hereby conferred shall include the right of the City to take the fee in land so condemned and such power and authority shall include the right to condemn public property for such purposes. The City shall have and possess the power of condemnation for any municipal or public purposes even though not specifically enumerated in this Charter.”**

Section 11: it was the consensus of the Committee that no changes were needed.

Section 12: it was the consensus of the Committee that no changes were needed.

Section 13: it was the consensus of the Committee that no changes were needed.

Section 14: it was the consensus of the Committee that no changes were needed.

Section 15: it was the consensus of the Committee that no changes were needed.

Section 16: it was the consensus of the Committee that no changes were needed.

Section 17: it was the consensus of the Committee that no changes were needed.

Section 18: Discussion was held that there is a possible typo in first sentence (line 7) *damand should be demand*. This will be reviewed by Mr. James. It was the consensus of the Committee that no other changes were needed.

Section 19: Discussion was held on the structure of the Board of Arbitration and who shall have control of the proceedings and which laws govern the proceedings. It was the consensus of the Committee to have the City Attorney review this section to ensure it was up to date and in compliance. [No change recommended.](#)

Section 20: it was the consensus of the Committee that no changes were needed.

Section 21: it was the consensus of the Committee that no changes were needed.

Section 22: it was the consensus of the Committee that no changes were needed.

Section 23: it was the consensus of the Committee that no changes were needed.

Section 24: it was the consensus of the Committee that no changes were needed.

Sections 25, 26, and 27: Mr. James will be contacting Oncor regarding their interpretation of this section. It was the consensus of the Committee to have the City Attorney review these sections in their entirety. [No change recommended.](#)

Section 28: it as the consensus of the Committee that no changes were needed.

Section 29: it as the consensus of the Committee that no changes were needed.

Sections 30, 31, 32: Motion was made by Rick Sims, seconded by Jerry Johnson that Sections 30, 31, and 32 be amended to read all construction and renovations will follow the current City adopted building codes. Motion carried unanimously.

Section 33: It was the consensus of the Committee that no changes were needed.

Section 34: It was the consensus of the Committee that paragraph 16 referencing fire escapes for all public buildings should be removed.

Section 35: It was the consensus of the Committee that no changes were needed.

Section 36: It was the consensus of the Committee to have the City Attorney review this section to ensure the Chapters and Titles referenced are current and up to date. [Home-rule municipal authority is now found in Chapter 9 of the Local Government Code.](#)

Article IV

Section 1: it was the consensus of the Committee that no changes were needed.

Section 2: Motion was made by Bob Franklin, seconded by Mel Feller to go to a Place System for elections. Motion carried unanimously.

Section 2: Motion was made by Mark Swope, seconded by Jerry Johnson to change term limit of the Commissioners from two years to three years. Motion carried unanimously.

Section 3: It was the consensus of the Committee that no changes were needed.

Section 4: It was the consensus of the Committee that no changes were needed.

Section 5: Motion made by Mel Feller, seconded by Jeremy Duff to replace Section 5 with the following verbiage:

Term of office. No person shall be elected to and serve more than three (3) consecutive terms as a Commissioner, nor may any person be elected to serve more than three (3) consecutive terms as Mayor. Notwithstanding anything herein to the contrary, no person may be elected to and serve more than five (5) consecutive combined terms as a Commissioner and Mayor. For the purposes of this section, the fulfillment of an unexpired term, due to a vacancy in the Board of Commissioners or in the office of Mayor, whether by appointment, or election, shall not be considered as an elected term under provisions of this section. Motion carried unanimously.

Section 6: Motion was made by Jeremy Duff, seconded by Mike Crowley to replace Section 6 with the following verbiage:

Vacancies in Office.

A single vacancy in the Board of Commissioners shall be filled within thirty (30) days of the occurrence of the vacancy by a majority vote of the remaining members of the Board by selection of a person qualified for the position as described in this Charter. This appointee shall serve until the position can be filled at the next regular City election.

When more than one vacancy shall develop at any one time, a special election shall be called by the Board of Commissioners for the next date available under the Texas Election Code to fill the vacancies in the same manner as described herein for regular elections. However, if the vacancies occur within ninety (90) days of a regular election, then no special election shall be called and the remaining Commissioners shall appoint qualified persons to fill the vacancies until the regular election. Motion carried unanimously.

Section 6: Motion was made by Rick Sims, seconded by Mel Feller to change the following language: A single vacancy in the Board of Commissioners shall be filled within thirty (30) days of the occurrence of the vacancy by a majority vote of the remaining members of the Board...to A single vacancy in the Board of Commissioners shall be filled within thirty (30) days of the occurrence of the vacancy by a majority vote *of a quorum* of the remaining members of the Board...Motion carried unanimously.

Section 7: Motion was made by Mel Feller, seconded by Rick Sims that the Mayor will be elected by the citizens and the Mayor Pro-Tem will be elected by the Board of Commissioners. Motion carried unanimously.

Section 8: It was the consensus of the Committee that no changes were needed.

Mr. James will contact the City Attorney to see if changes can be made in the Charter so that it is not gender specific. Yes, changes can be made so that there are no gender specific references. However, it would likely be easier to add a section stating that all gender references are to be construed as neutral and singular/plural usage shall be considered in context. We can provide such language if the committee and Commission so desire.

Section 9: Motion made by Mel Feller, seconded by Jerry Johnson that the Board of Commissioners shall receive no compensation for their services. Motion carried unanimously.

Section 10: It was the consensus of the Committee that no changes were needed.

Section 11: It was the consensus of the Committee that no changes were needed.

Section 12: Motion was made by Jerry Johnson, seconded by Rick Sims that the first sentence of Section 12 shall be deleted from: The Mayor of the City...and who shall have been elected by the Board of Commissioners. Section 12 will now begin with The Mayor of the City of Burkburnett shall preside over the meetings of said Board, ...but shall have no veto power. The following sentence will also be deleted: He shall sign all contracts entered into by the city and all bonds issued under the provisions of this Charter, and shall be the chief executive officer of the city. Motion carried unanimously.

Section 13: It was the consensus of the Committee that no changes were needed.

Section 14: It was the consensus of the Committee that no changes were needed.

Section 15: It was the consensus of the Committee that no changes were needed.

Section 16: It was the consensus of the Committee that no changes were needed.

Section 17: It was the consensus of the Committee that no changes were needed.

Section 18: (B) Motion was made by Mel Feller, seconded by Rick Sims to change “Seven days prior” to be consistent with state law (72 hours). Motion carried unanimously.

Section 19: It was the consensus of the Committee that no changes were needed.

Section 20: It was the consensus of the Committee to insert “including electronic media” after ...be published in every issue of the official paper, *including electronic media*, for 10 days.

Section 21: It was the consensus of the Committee that no changes were needed.

Section 22: It was the consensus of the Committee that no changes were needed.

Section 23: Mr. James explained to the Committee that at this time when ordinances are revised or amended the new ordinance must contain the entire ordinance as revised or amended. This can make it difficult to show the Commissioners and the Public what has been revised or amended due to the length of the ordinance. Mr. James will get examples from other cities to review.

***Mr. James did not provide examples prior to leaving. This section will be reviewed by the City Attorney.** Legally, I have no issue with this section. This just means that any amendment to an ordinance must contain the entire language of the ordinance not just a paragraph stating a change. The Commission should consider whether this section is the most efficient way to handle ordinances since the City has a Code of Ordinances. With the Code of Ordinances, a record of the contents of the City ordinances is kept up to date.

Section 24: It was the consensus of the Committee that no changes were needed.
Section 25: It was the consensus of the Committee that no changes were needed.
Section 26: It was the consensus of the Committee that no changes were needed.
Section 27: It was the consensus of the Committee that no changes were needed.
Section 28: It was the consensus of the Committee that no changes were needed.
Section 29: It was the consensus of the Committee that no changes were needed.
Section 30: It was the consensus of the Committee that no changes were needed.
Section 31 and 32: It was the consensus of the Committee that no changes were needed.

Section 33: It was the consensus of the Committee to change ...such contract shall provide that the books of the city shall be audited quarterly, the last audit...to such contract shall provide that that the books of the city shall be audited *annually or in accordance with state law*, the last audit...

Article IVa

Section 1: There is a typo: fall should be fill. Discussion in earlier meetings was to check with City attorney to see what the cost would be to correct the typos in the Charter.

It was the consensus of the Committee that no other changes were needed. [I believe this issue was addressed at the November meeting.](#)

Section 2: Motion made by Cory Brinkley seconded by Mark Swope to substitute voters registration list for poll tax list through the entire Charter. Motion carried unanimously.

Section 3: It was the consensus of the Committee that no changes were needed.

Section 4: It was the consensus of the Committee that no changes were needed.

Section 5: Motion was made by Mel Feller seconded by Danny Cremeens to have the City attorney verify the date requirements and make it consistent with state requirements if longer than the two days listed. Motion carried unanimously. [I have not found a date requirement in state law and have found periods as long as 20 business days for the City secretary to provide the certification in other charters. I recommend increasing the two day period. The current charter does not contain any language regarding what happens if the secretary finds that the petition is deficient. The committee should consider adding such language to this section.](#)

Section 6: It was the consensus of the Committee that no changes were needed.

Section 7: It was the consensus of the Committee that no changes were needed.

Section 8: It was the consensus of the Committee that no changes were needed.

Section 9: It was the consensus of the Committee that no changes were needed.

Section 10: It was the consensus of the Committee that no changes were needed.

Section 11: It was the consensus of the Committee that no changes were needed.

Article IVb

Section 1: It was the consensus of the Committee that no changes were needed.

Section 2a, b, and c: It was the consensus of the Committee that no changes were needed.

Section 3: It was the consensus of the Committee that no changes were needed.
Section 4: It was the consensus of the Committee that no changes were needed.
Section 5: It was the consensus of the Committee that no changes were needed.
Section 6: It was the consensus of the Committee that no changes were needed.
Section 7: It was the consensus of the Committee that no changes were needed.
Section 8: It was the consensus of the Committee that no changes were needed.
Section 9: It was the consensus of the Committee that no changes were needed.

Section 10: Motion was made by Jeremy Duff seconded by Susan Mitchell to make this section consistent with state law. Motion carried unanimously.

Section 11: It was the consensus of the Committee that no changes were needed.
Section 12: It was the consensus of the Committee that no changes were needed.

Article V

Section 1. Motion was made by Rick Sims seconded by Mel Feller to add: *The Board of Commissioners shall enter into an employment agreement with the City Manager.* Motion carried unanimously.

Section 2: Motion was made by Susan Mitchell seconded by Bob Franklin to add the following: Upon appointment as City Manager he/she will have 90 days to become a resident of the City of Burkburnett.

Ayes: Chairman Carl English Sr., Cory Brinkley, Danny Cremeens, Mike Crowley, Bob Franklin, Sally Hood, Jason Jones, Rodney McCleskey Jr., Susan Mitchell, Rick Sims and Mark Swope

Nays: Mel Feller

Motion carried.

Section 3: It was the consensus of the Committee that no changes were needed.
Section 4: It was the consensus of the Committee that no changes were needed.

Section 5c: Motion was made by Rick Sims seconded by Mel Feller to strike the last seven words: *and all subordinate employees of the city.* Motion carried unanimously.

Section 6: It was the consensus of the Committee that no changes were needed.

Article VI

Section 1: It was the consensus of the Committee that no changes were needed.
Section 2 A, B, and C: It was the consensus of the Committee that no changes were needed.
Section 3 A, B, C, and D: It was the consensus of the Committee that no changes were needed.
Section 4: It was the consensus of the Committee that no changes were needed.
Section 5: It was the consensus of the Committee that no changes were needed.
Section 6: It was the consensus of the Committee that no changes were needed.

Article VII

Section 1: It was the consensus of the Committee that no changes were needed.

Section 2: It was the consensus of the Committee that no changes were needed.
Section 3: It was the consensus of the Committee that no changes were needed.
Section 4: It was the consensus of the Committee that no changes were needed.

Article VIII

Section 1: Motion was made by Cory Brinkley seconded by Mike Crowley and Bob Franklin to have the City Attorney review this section to ensure is it up to date and in compliance with state law. I find no requirement in state law that would require the City to hold an election based upon a request by the applicant. I reviewed the charters of cities the size of Austin to cities comparable to the size of Burkburnett. Each of the franchise regulation in those charters are similar and do not contain provisions for forced elections by the applicant. In addition, Chapter 311 of the Transportation Code allows for apportionment of the cost to improve a roadway with the abutting land owner. I recommend that the committee review this Article, compare it with other charters and Chapter 311 of the Transportation Code and make a recommendation regarding amending this Article and Section.

Section 2: It was the consensus of the Committee that no changes were needed.
Section 3: It was the consensus of the Committee that no changes were needed.
Section 4: It was the consensus of the Committee that no changes were needed.
Section 5: It was the consensus of the Committee that no changes were needed.
Section 6: It was the consensus of the Committee that no changes were needed.
Section 7: It was the consensus of the Committee that no changes were needed.

Section 8: Motion was made by Mel Feller seconded by Cory Brinkley to have the City Attorney review this section to ensure is it up to date and in compliance with state law. The Transportation Code says that the election is ordered by 10% of the registered voters of Burkburnett. State law would trump the ordinance. However, I suggest changing the language to “if requested by written petition signed by 10% of the registered voters of Burkburnett, at which election the registered voters of Burkburnett shall vote...”

Section 9: Motion was made by Mel Feller seconded by Mike Crowley to have city attorney review this section. Motion carried unanimously. No change recommended.

Section 10: It was the consensus of the Committee to have the city attorney review this section and make sure it is up to date. No change recommended.

Section 11: It was the consensus of the Committee that no changes were needed.
Section 12: It was the consensus of the Committee that no changes were needed.
Section 13: It was the consensus of the Committee that no changes were needed.
Section 14: It was the consensus of the Committee that no changes were needed.

Section 15: It was the consensus of the Committee to have the city attorney review this section and make sure it is up to date. No change recommended.

Section 16: It was the consensus of the Committee to have the city attorney review this section and make sure it is up to date. No change recommended.

Section 17: It was the consensus of the Committee that no changes were needed.

Article IX

Section 1: Motion was made by Bob Franklin seconded by Mel Feller to delete Section 1 of Article 9. Motion carried unanimously.

Section 2: It was the consensus of the Committee that no changes were needed.

Section 3: It was the consensus of the Committee that no changes were needed.

Section 4: It was the consensus of the Committee that no changes were needed.

Section 5 A and B: It was the consensus of the Committee that no changes were needed.

Section 6 A and B: It was the consensus of the Committee that no changes were needed.

Section 7 A: It was the consensus of the Committee that no changes were needed.

Section 7 B: It was the consensus of the Committee to have the city attorney review this section.

[Recommend change to read as follows “Upon securing a tax warrant as provided by Chapter 33 of the Texas Tax Code or other applicable state law...”](#)

Articles IXa, IXb, X, XI, XII: It was the consensus of the Committee that no changes were needed.

Article XIII

Section 1: It was the consensus of the Committee that no changes were needed.

Section 2: It was the consensus of the Committee that no changes were needed.

Section 3: It was the consensus of the Committee that no changes were needed.

Section 4: It was the consensus of the Committee that no changes were needed.

Section 5: It was the consensus of the Committee that no changes were needed.

Section 6: It was the consensus of the Committee that no changes were needed.

Article XIV

Section 1: It was the consensus of the Committee that no changes were needed.

Section 2: It was the consensus of the Committee that no changes were needed.