

AGENDA

Notice is hereby given of a meeting of the Board of Commissioners of Burkburnett to be held on **Monday, March 18, 2019, at 7:15 p.m.** at the **City Building, 108 Williams, Burkburnett, Texas** for the purpose of considering the following agenda items. The Board of Commissioners may discuss and take action on any item on this agenda. The Board of Commissioners reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public may speak on items listed on the posted agenda. All persons desiring to address a specific agenda item must submit an "Appearance before the City Commissioners" form prior to the reading of the item to the City Clerk, Janelle Stahr. 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 February 14, 2019, Special Called Meeting and February 18, 2019, Regular Meeting

Item 5. Discuss and take any action necessary on the Fiscal Year 2018 Audit.

Item 6. Discuss and take any action necessary on Resolution Number 658, Final Reading.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE BURKBURNETT DEVELOPMENT CORPORATION AND LEE HARVEY PROVIDING FOR THE PAYMENT OF ECONOMIC INCENTIVES IN RETURN FOR THE NEW BUSINESS DEVELOPMENT WITHIN BURKBURNETT, TEXAS.

Item 7. Mayor to close the regular meeting and open "Public Hearing" for the following permit requests to drill proposed Oil Wells located at:

- a) 0 Roller Rd, 558.472 AC E Rexford S/D ABST – 395
- b) S Preston Rd, Lot 1 Blk 1 Karnes Addn Replat of Blks 10 & 11 RRVL
- c) 1528 S Preston

Item 8. Mayor to close Public Hearing and reopen the regular meeting to discuss and take any action necessary on permit requests to drill proposed Oil Wells located at:

- a) 0 Roller Rd, 558.472 AC E Rexford S/D ABST – 395
- b) S Preston Rd, Lot 1 Blk 1 Karnes Addn Replat of Blks 10 & 11 RRVL
- c) 1528 S Preston

Item 9. Discuss and take any action necessary on a site plan to construct a locker room building at the Hardin Administrative Building at 100 N. Avenue D near the Tennis Courts.

Item 10. Discuss and take any action necessary on contract with Texas Communities Group, LLC.

Item 11. Presentation given by Dick Brock, Texas Municipal Police Association (TMPA), on civil service.

Item 12. Presentation given by Robert Jones on civil service.

Item 13. Discuss and take any action necessary on the permit application for the Taste of Town.

Item 14. Discuss and take any action necessary on appointment to the Zoning Board of Adjustment.

Item 15. Pursuant to the Texas Open Meetings Act, Chapter 551 of the Texas Government Code, the Board of Commissioners may convene in Executive Session regarding the following matters:

A. Section 551.071 – Consultation with Attorney

a. Discussion on potential personnel litigation.

Item 16. Reconvene to regular session and take action, if any, on matters discussed in Executive Session.

Item 17. 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 Stahr.

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

Meetings Act to limit its response to a statement of specific factual information or reciting the City's existing policy on that issue.

Item 18. City Manager's report.

- BISD Family Night at the Park – 6:00 p.m.-March 27th – United Friendship Amphitheatre.

Item 19. Commissioner's Comments.

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

- *Expressions of thanks, congratulations, or condolence;
- *Information regarding holiday schedules;

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

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

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

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

Item 20. Adjournment.

I, Janelle Stahr, 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 5:40 p.m. on March 15, 2019, in compliance with the Open Meeting Act Chapter 551.



Janelle Stahr, City Clerk

Posted 3/15/19 @ 5:40 p.m

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.

I certify that the attached notice of the Board of Commissioners was removed by me from the glass front door of City Hall on the _____ day _____ 2019.

Title: _____

MINUTES

BOARD OF COMMISSIONERS

The Board of Commissioners of the City of Burkburnett, Texas met in a special called meeting on February 14, 2019 at 12:00 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
Jeremy Duff	Commissioner
Don Hardy	Commissioner
Marguerite Love	Commissioner

Commissioner Andrajack was not present.

Others present: Lawrence Cutrone, City Manager, and Janelle Stahr, City Clerk.

Item 1. Mayor Law called the meeting to order.

Item 2. Commissioner Hardy gave the invocation.

Item 3. Commissioner Lindenborn led the Pledge of Allegiance.

Item 4. Ordinance Number 945 was presented in its entirety.

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD ON MAY 4, 2019 FOR THE PURPOSE OF SUBMITTING TO THE VOTERS THE POSSIBLE ADOPTION OF TEXAS LOCAL GOVERNMENT CODE CHAPTER 143 REGARDING THE IMPLEMENTATION OF CIVIL SERVICE FOR THE BURKBURNETT POLICE DEPARTMENT.

Lawrence Cutrone, City Manager, addressed the Mayor and Commissioners and stated the city received a petition requesting an election for the adoption of Texas Local Government Code, Chapter 143, Municipal Civil Service for the Police Officers. The petition met the required number of signatures. The election must be held on the first authorized uniform election date which is May 4, 2019.

Motion made by Commissioner Hardy, seconded by Commissioner Love to approve Ordinance Number 945 as presented. Motion carried unanimously.

Item 5. Mayor Law closed the meeting at 12:06 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. Section 551.074. Personnel Matters

- a. Discuss and take any action necessary on Chief of Police applicants.

Item 6. Mayor Law reconvened the regular meeting at 1:06 p.m. No action taken.

Item 7. City Manager Comments:

- Regular Meeting is Monday, February 18, 2019

Item 8. No Commissioner Comments.

Item 9. Motion made by Commissioner Duff, seconded by Commissioner Hardy to adjourn. Motion carried unanimously.

Carl Law, Mayor

ATTEST:

Janelle Stahr, City Clerk

MINUTES

BOARD OF COMMISSIONERS

The Board of Commissioners of the City of Burkburnett, Texas met in a regular meeting on Monday, February 18, 2019, at 7:00 p.m. in the Council Chambers of the City Hall, 501 Sheppard Road, Burkburnett, Texas. The meeting was open to the public with notice being given in compliance with the Open Meetings Act. The following Commissioners were present:

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

Others present: Lawrence Cutrone, City Manager; Trish Holley, Director of Administration; Brent Battista, Director of Parks and Recreation; Richard Gordon, Executive Director of Burkburnett Development Corporation/Director of Planning; Janelle Stahr, City Clerk; Ed Stahr, Chief of Police; and Barbara Quirk, with Shahan, Guevara, Decker and Arrott, Attorneys at Law.

Item 1. Mayor Law called the meeting to order.

Item 2. Commissioner Duff gave the invocation.

Item 3. Commissioner Hardy led the Pledge of Allegiance.

Item 4. Consent Agenda.

A. Approval of Minutes from January 21, 2019, Regular Meeting.

Motion made by Commissioner Brewster, seconded by Commissioner Love to approve the Consent Agenda. Motion carried unanimously.

Item 5. Resolution Number 657 was presented in its entirety.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AUTHORIZING THE BURKBURNETT DEVELOPMENT CORPORATION TO ENTER INTO A LINE OF CREDIT IN THE AMOUNT OF \$150,000 WITH FIRST BANK FOR THE PURPOSE OF FUNDING NEW GROWTH AND DEVELOPMENT IN THE CITY OF BURKBURNETT, TEXAS AND

DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

Richard Gordon, Executive Director of the Burkburnett Development Corporation, addressed the Mayor and Commissioners and stated Resolution Number 657 establishes a line of credit with First Bank for \$150,000. Mr. Gordon stated the BDC is in good shape, but the availability of the line of credit allows the BDC some flexibility to fund new development and growth opportunities.

Motion made by Commissioner Andrajack, seconded by Commissioner Lindenborn to approve Resolution Number 657 as presented. Motion carried unanimously.

Item 6. Resolution Number 658 was presented in its entirety, First Reading.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE BURKBURNETT DEVELOPMENT CORPORATION AND LEE HARVEY PROVIDING FOR THE PAYMENT OF ECONOMIC INCENTIVES IN RETURN FOR THE NEW BUSINESS DEVELOPMENT WITHIN BURKBURNETT, TEXAS.

Mr. Gordon addressed the Mayor and Commissioners and stated this is a joint request between Mr. Lee Harvey and the Texas A&M Forestry. The property is owned by Lee Harvey, and the request is for assistance for renovating 7500 Sq. Ft. of an existing building he owns at 1900 South FM 369 to serve as a Texas A&M Forest Service Field office. The incentive agreement consists of the following: \$50,000 forgivable loan for job creation and a \$50,000 grant for building renovations. More information will be provided at the final reading of the ordinance.

No action required on first reading.

Item 7. Lawrence Cutrone, City Manager, addressed the Mayor and Commissioners and stated the Friends of the Burkburnett Library is seeking assistance in purchasing a storage container. They are a 501(C)(3) Non-Profit organization that donates its proceeds from used book sales to the City's library. They also provide other means of assistance and programs to the City's library. They have submitted a cost estimate for a 40' Double Door Cargo Container at \$5,100 from Waters Ag. They are seeking financial assistance from the City with purchasing half of the storage container at \$2,550. They are also seeking permission for a storage site of the container if approved at the rear of the library.

The following addressed the Mayor and Commissioners:

- Diana Lochridge, President of the Friends of the Library – provided information on the Friends of the Library members, fundraising, and visitors to the library.

- Betty Kutchera, Chair Book Sale Committee-provided information on the storage of books for the Book Sale. Ms. Kutchera requested the City pay half of the cost of the container and the container be placed at the rear of the library. Ms. Kutchera stated the City would maintain ownership of the container.

Motion made by Commissioner Andrajack, seconded by Commissioner Duff to approve the City purchasing the 40' cargo container for the Friends of the Library for \$5,100 with the understanding the Friends of the Library will reimburse the City one-half of the cost, and the container be placed at the proposed location. Motion carried unanimously.

Item 8. Richard Gordon, Director of Planning, addressed the Mayor and Commissioners and stated Mr. Robert Jones term ends this month, and he has agreed to continue to serve as an alternate to the planning and Zoning Commission. Mr. Jones is the current President of the Burkburnett Development Corporation.

Motion made by Commissioner Duff, seconded by Commissioner Brewster to approve the reappointment of Robert Jones to the Planning and Zoning Commission as an alternate. Motion carried unanimously.

Item 9. Brent Battista, Director of Parks and Recreation, addressed the Mayor and Commissioners and stated the City of Burkburnett Parks and Recreation Board consists of seven (7) appointed members that serve two (2) year terms. Parks & Recreation Board has members up for term reappointments: Staff contacted Cory Brinkley, Brett Einhaus, and Brian Love and they are willing to serve another term.

Motion made by Commissioner Hardy, seconded by Commissioner Brewster to approve the reappointments of Cory Brinkley, Brett Einhaus, and Brian Love to the Parks and Recreation Board. Motion carried unanimously.

Item 10. Mr. Battista addressed the Mayor and Commissioners and stated the City posted the Parks and Recreation Board position openings on the city website and Facebook page. Brian Pindell submitted a volunteer application to serve on the for Parks and Recreation Board. Currently, the Parks Board is full having seven voting members at this time. Staff would like Brian Pindell to serve as an ex officio member on the Parks and Recreation Board.

Motion made by Commissioner Brewster, seconded by Commissioner Duff to approve the appointment of Brian Pindell, as an ex-officio member to the Parks and Recreation Board. Motion carried unanimously.

Item 11. Ordinance Number 946 was presented in its entirety.

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING THE CITY OF BURKBURNETT CODE OF

ORDINANCES BY AMENDING CHAPTER 36: CITY COMMISSIONERS BY REPEALING SECTION 36.24 SPECIAL MEETINGS AND SECTION 36.30 ABSENCE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT THEREWITH; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Law stated Ordinance Number 946 amends two sections of Chapter 36 that conflict with the Charter.

Motion made by Commissioner Brewster, seconded by Commissioner Duff to approve Ordinance Number 946 as presented. Motion carried unanimously.

Item 12. Mayor Law closed the meeting at 7:32 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. Section 551.071 – Consultation with Attorney

- a. Discuss and take any action necessary regarding instituting and implementing civil service in the Burkburnett Police Department.

B. Section 551.072-Deliberation Regarding Real Property

Item 13. Mayor Law reconvened the regular meeting at 8:53 p.m. No action taken.

Item 14. No Public Comments.

Item 15. City Manager’s report.

- Friends of the Library Book Sale February 28th – March 1st.

Item 16. No Commissioners Comments.

Item 17. Motion made by Commissioner Lindenborn, seconded by Commissioner Duff to adjourn. Motion carried unanimously.

Carl Law, Mayor

ATTEST:

Janelle Stahr, City Clerk

RESOLUTION NUMBER 658

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AUTHORIZING AN ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE BURKBURNETT DEVELOPMENT CORPORATION AND LEE HARVEY PROVIDING FOR THE PAYMENT OF ECONOMIC INCENTIVES IN RETURN FOR THE NEW BUSINESS DEVELOPMENT WITHIN BURKBURNETT, TEXAS.

WHEREAS, the Burkburnett Development Corporation (the “BDC”) is a Type B economic development corporation created by the City of Burkburnett, Texas (the “City”), a municipality with a population of less than 20,000;

WHEREAS, the BDC has proposed entering into an agreement with Lee Harvey wherein the BDC will provide Lee Harvey with economic incentives as set forth in the Economic Development Agreement (the “Agreement”) attached to this resolution as Exhibit A for the building improvements that will bring new business development to Burkburnett and will create at least five (5) new jobs in Burkburnett;

WHEREAS, this resolution has been given two readings before the Board of Commissioners: one on February 18, 2019 and another on the date this resolution was approved; and

WHEREAS, this resolution was approved in a meeting which was open to the public and preceded by proper notice as required by Chapter 551 of the Texas Government Code.

NOW, THEREFORE, BE IT RESOLVED that the BDC is hereby authorized to provide economic incentives to Lee Harvey as set forth in the Agreement.

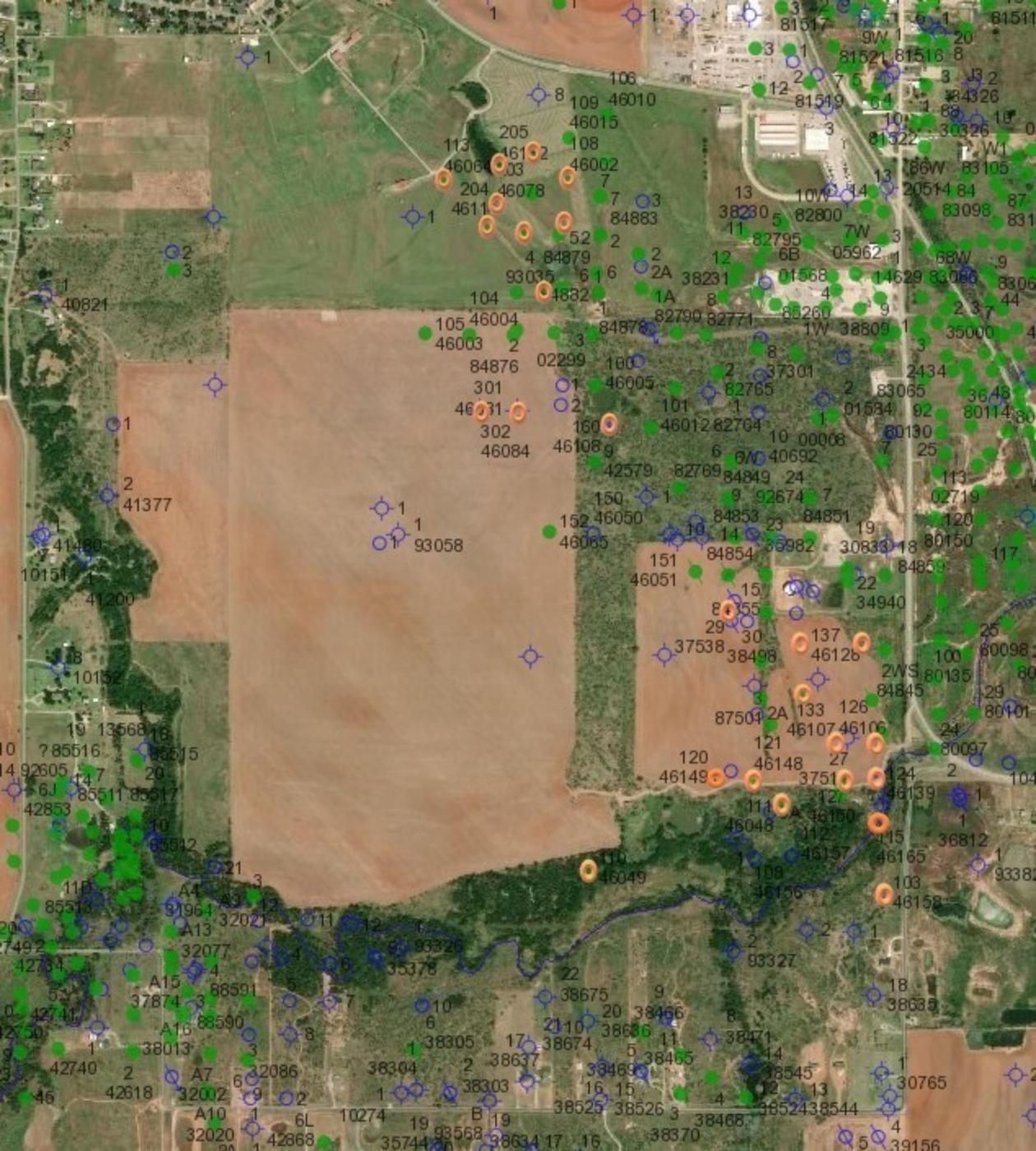
FURTHER RESOLVED that the officers of the City are hereby authorized and directed to take such action as may be reasonably necessary to carry this Resolution into effect.

First reading on February 18, 2019

APPROVED on this 18th day March 2019.

Carl Law, Mayor

Janelle Stahr, City Clerk



GENERAL NOTES – DEMOLITION:

- A. DEMOLITION DRAWINGS INDICATE APPROXIMATE LOCATION, QUANTITY, AND SIZE OF AREAS AND ITEMS TO BE REMOVED. THE CONTRACTOR SHALL VERIFY LOCATION, QUANTITY AND SIZE OF ALL ITEMS. COORDINATE WITH ARCHITECTURAL SHEETS FOR LIMITS OF DEMOLITION.
- B. FOR ITEMS INDICATED FOR DEMOLITION, IT IS INTENDED THAT DEMOLITION IS TO INCLUDE THE ITEM AND ITS RELATED SYSTEMS AND ACCESSORIES.
- C. PATCH AND REPAIR ALL DAMAGE INCURRED DURING DEMOLITION TO MATCH FINAL FINISH OF ADJACENT SURFACES TO WHERE DAMAGE OR REMOVAL IS NOT READILY APPARENT.
- D. COORDINATE MECHANICAL AND ELECTRICAL DEMOLITION AS SHOWN ON MECHANICAL AND ELECTRICAL DEMOLITION SHEETS WITH MECHANICAL AND ELECTRICAL CONTRACTORS.

KEY NOTES – DEMOLITION

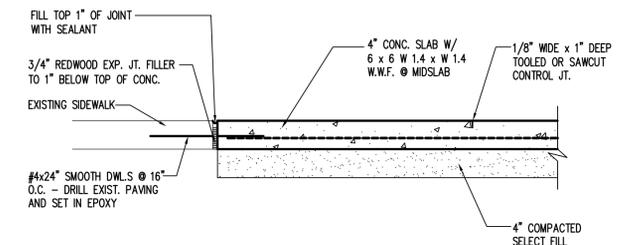
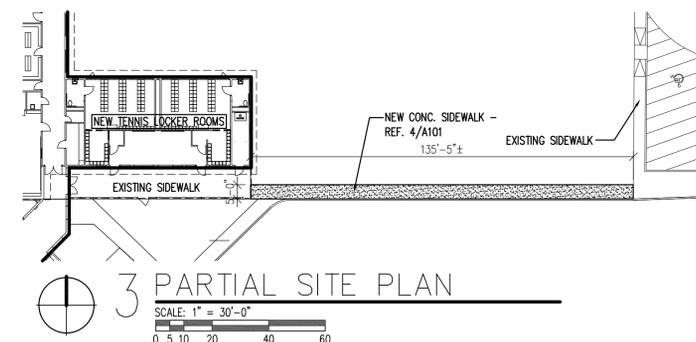
- 1 REMOVE PORTION OF WALL FOR NEW CONSTRUCTION. REF. FLOOR PLAN.
- 2 REMOVE DOOR AND FRAME COMPLETE.
- 3 REMOVE HAND SINK COMPLETE.
- 4 REMOVE CEILING TILES AND CEILING GRIDS COMPLETE.
- 5 REMOVE STORAGE CABINE.
- 6 REMOVE TOILET COMPLETE.
- 7 REMOVE GRAB BAR COMPLETE.
- 8 REMOVE BULLETIN BOARD COMPLETE.
- 9 REMOVE PROJECTOR COMPLETE AND TURN OVER TO OWNER.
- 10 REMOVE PARTITION COMPLETE.
- 11 REMOVE BLACKBOARD/DRYMARKER BOARD COMPLETE.
- 12 REMOVE LIGHT FIXTURE COMPLETE.
- 13 REMOVE PORTION OF EXTERIOR WALL FOR NEW DOOR/WINDOW ASSEMBLY.
- 14 REMOVE OUTLET AND RE-ROUT ELECTRICAL SERVICE TO NEW OUTLETS – REF. FLOOR PLAN AND INTERIOR ELEVATIONS.
- 15 REMOVE CONCENTRIC DIFFUSER & ASSOCIATED DUCTS COMPLETE.
- 16 REMOVE CEILING FAN COMPLETE.
- 17 REMOVE SHELVING COMPLETE.
- 18 REMOVE SPRAYED ON TEXTURE AND FRP WAINSCOT FROM CMU.
- 19 REMOVE DOOR. FRAME REMAINS.
- 20 REMOVE STUDENT STORAGE CUBBIES COMPLETE.
- 21 REMOVE SPEAKER COMPLETE.
- 22 SAW-CUT & REMOVE CONC. SLAB AS SHOWN.

KEY NOTES:

- 1 3 5/8" METAL STUDS @ 16" O.C. MAX. TO ROOF DECK – CLAD WITH 1 LAYER IMPACT RESISTANT 5/8" GYP. WALL BD. TO 8'-0" A.F.F. @ EXPOSED WALLS. STANDARD 5/8" GWB ABOVE 8'-0" AND BEHIND LOCKERS.
- 2 FUTURE 2 TIERED LOCKERS (DASHED). NO CONCRETE BASE AT FUTURE LOCKERS.
- 3 2 TIERED LOCKERS (PROVIDED BY OWNER) AND CONCRETE BASE – REF. 14/A201. OWNER FURNISHED/CONTRACTOR INSTALLED.
- 4 1 TIERED LOCKERS (PROVIDED BY OWNER) AND CONCRETE BASE – REF. 15/A201. OWNER FURNISHED/CONTRACTOR INSTALLED.
- 5 3'-0"x7'-0" SOLID CORE DOOR (FINISH AS SELECTED BY ARCHITECT) PAINT EXISTING DOOR FRAME.
- 6 3'-0"x7'-0" SOLID CORE DOOR (FINISH AS SELECTED BY ARCHITECT) AND HOLLOW METAL FRAME (PAINT).
- 7 3'-0"x7'-0" BRONZE ANODIZED ALUMINUM PANEL DOOR w/ 8"x60" VIEW PANEL (1/4" CLEAR TEMPERED GLASS) AND CLEAR ANODIZED ALUMINUM FRAME.
- 8 3'-0"x7'-0" BRONZE ANODIZED ALUMINUM PANEL DOOR AND CLEAR ANODIZED ALUMINUM FRAME.
- 9 LAVATORY (HANDICAP) – AMERICAN STANDARD LUCERNE 0365.012 – WALL HUNG 20"x18" VITREOUS CHINA LAVATORY COMPLETE WITH MCQUIRE 2165 SUPPLIES AND STOPS. MCQUIRE 8672 P-TRAP. ZURN Z-1231 CONCEALED ARM CARRIER. HERITAGE 5402-172H FAUCET WITH GRID DRAIN. MOUNT AT HANDICAP HEIGHT.
- 10 WATER CLOSET (HANDICAP) – AMERICAN STANDARD CADET 3045.102 – FLOOR MOUNTED SIPHON .JET ELONGATED WATER CLOSET COMPLETE WITH FLOWSE 6065.121, 1.28 GPF, BATTERY OPERATED FLUSH VALVE. 5001G055 WHITE SEAT.
- 11 ADA LOCKER ROOM BENCH – Penco #9623
- 12 INFILL OPENING WITH 6" CMU TO MATCH EXISTING.
- 13 INFILL OPENING WITH 6" CMU AND FACE BRICK TO MATCH EXISTING.
- 14 ICE MACHINE WITH – OWNER FURNISHED/OWNER INSTALLED. INSTALL NEW 2" FLOOR SINK AND CONNECT TO EXISTING SEWER LINE. PROVIDE 1/2" COPPER WATER SUPPLY w/ DOUBLE CHECK RPZ BACK FLOW PREVENTER AND SHUTOFF VALVE.
- 15 FURR-DOWN – 3 5/8" METAL STUDS @ 16" O.C. MAX. TO 8'-0" A.F.F. – CLAD WITH 5/8" GYP. WALL BD.
- 16 MARKER BOARD – 4'-0" T x 8'-0" W (MOUNT BOTTOM EDGE AT 30" A.F.F.)
- 17 TOILET PAPER DISPENSER (BOBRICK B-2740)
- 18 PAPER TOWEL DISPENSER MOUNTED @ 38" A.F.F. TO BOTTOM, OWNER FURNISHED & CONTRACTOR INSTALLED.
- 19 SOAP DISPENSER MOUNTED @ 38" A.F.F. TO BOTTOM, OWNER FURNISHED & CONTRACTOR INSTALLED.
- 20 36" GRAB BAR (BOBRICK B-5806, 36", 18 GA) MOUNTED AT 34" A.F.F. – REFER INTERIOR ELEVATIONS.
- 21 48" GRAB BAR (BOBRICK B-5806, 48", 18 GA) MOUNTED AT 34" A.F.F. – REFER INTERIOR ELEVATIONS.
- 22 24" GRAB BAR (BOBRICK B-5806, 24", 18 GA) VERTICAL MOUNTED AT 40" TO BOTTOM – REFER INTERIOR ELEVATIONS.
- 23 MIRROR (BOBRICK B-165 2440) MOUNTED @ 40" A.F.F. TO BOTTOM OF REFLECTIVE SURFACE – REFER INTERIOR ELEVATIONS.
- 24 ROBE HOOK (BOBRICK B-2116) MOUNTED @ 48" A.F.F.
- 25 FIRE EXTINGUISHER & CABINET

GENERAL NOTES

- A. CONTRACTOR SHALL VISIT THE SITE AND VERIFY EXISTING CONDITIONS. IF CONDITIONS OCCUR DIFFERENTLY THAN SHOWN NOTIFY ARCHITECT IMMEDIATELY.
- B. CONTRACTOR SHALL BE RESPONSIBLE FOR PATCH AND REPAIR WORK CREATED BY NEW CONSTRUCTION IN AREAS OF EXISTING CONSTRUCTION SUCH THAT IT IS NOT READILY APPARENT THAT ITEMS HAVE BEEN REMOVED OR ADDED.
- C. EXISTING CONSTRUCTION ELEMENTS ESTABLISH DIMENSIONAL CONTROL BOTH HORIZONTALLY AND VERTICALLY. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS TO SAID ELEMENTS. DIMENSIONAL VARIATIONS GREATER THAN 6" SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY.
- D. RE-ROOFING BY OWNER UNDER SEPARATE CONTRACT.
- E. DIMENSIONS TO NEW METAL STUD WALLS ARE TO FACE OF STUD.
- F. DIMENSIONS TO EXISTING CONSTRUCTION AND EXTERIOR WALLS ARE TO FINISHED SURFACES.
- G. CONTRACTOR SHALL FIELD VERIFY REQUIRED CLEARANCE FOR PLACEMENT OF LOCKERS.

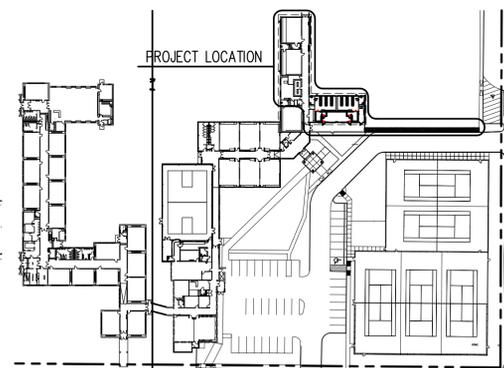
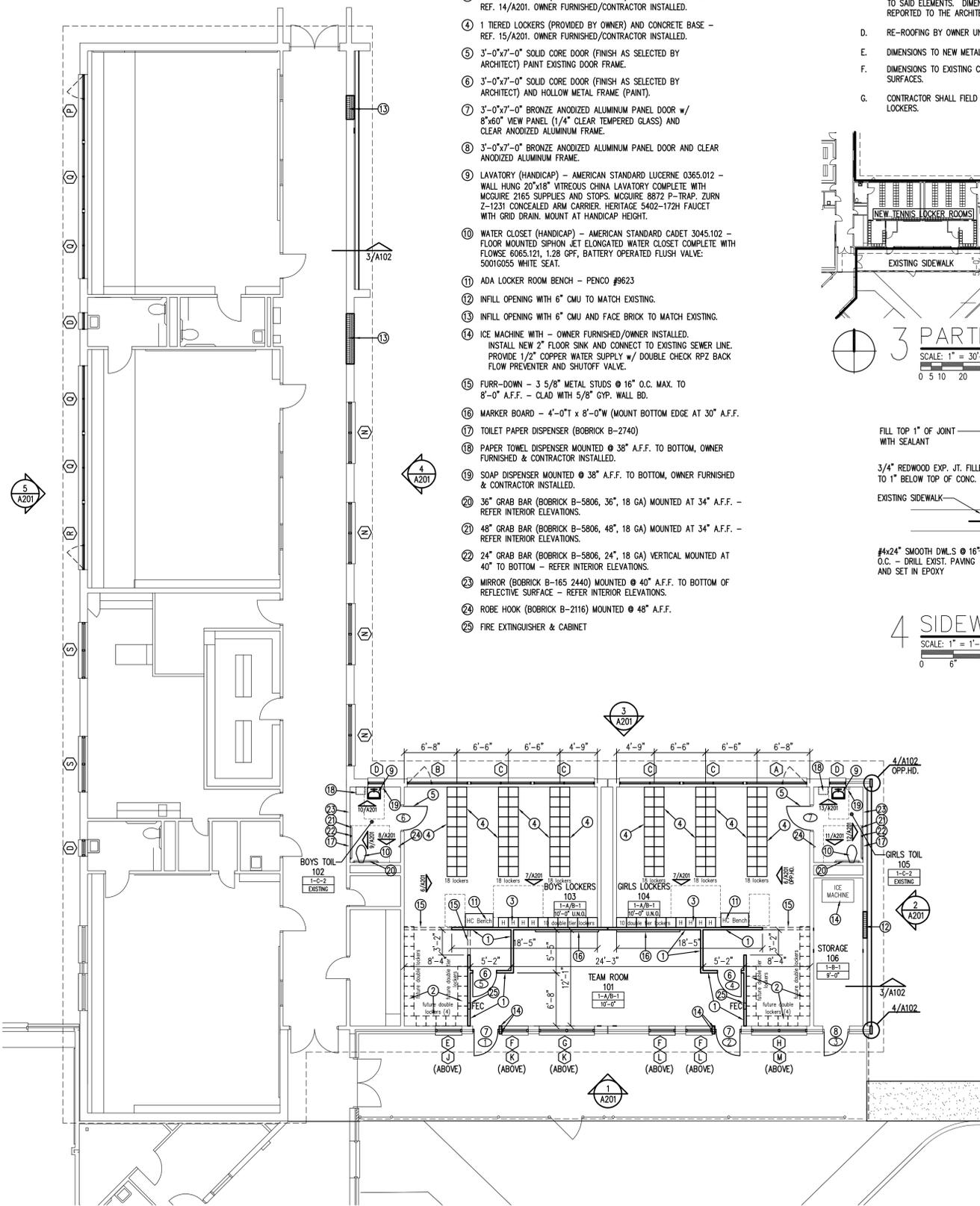
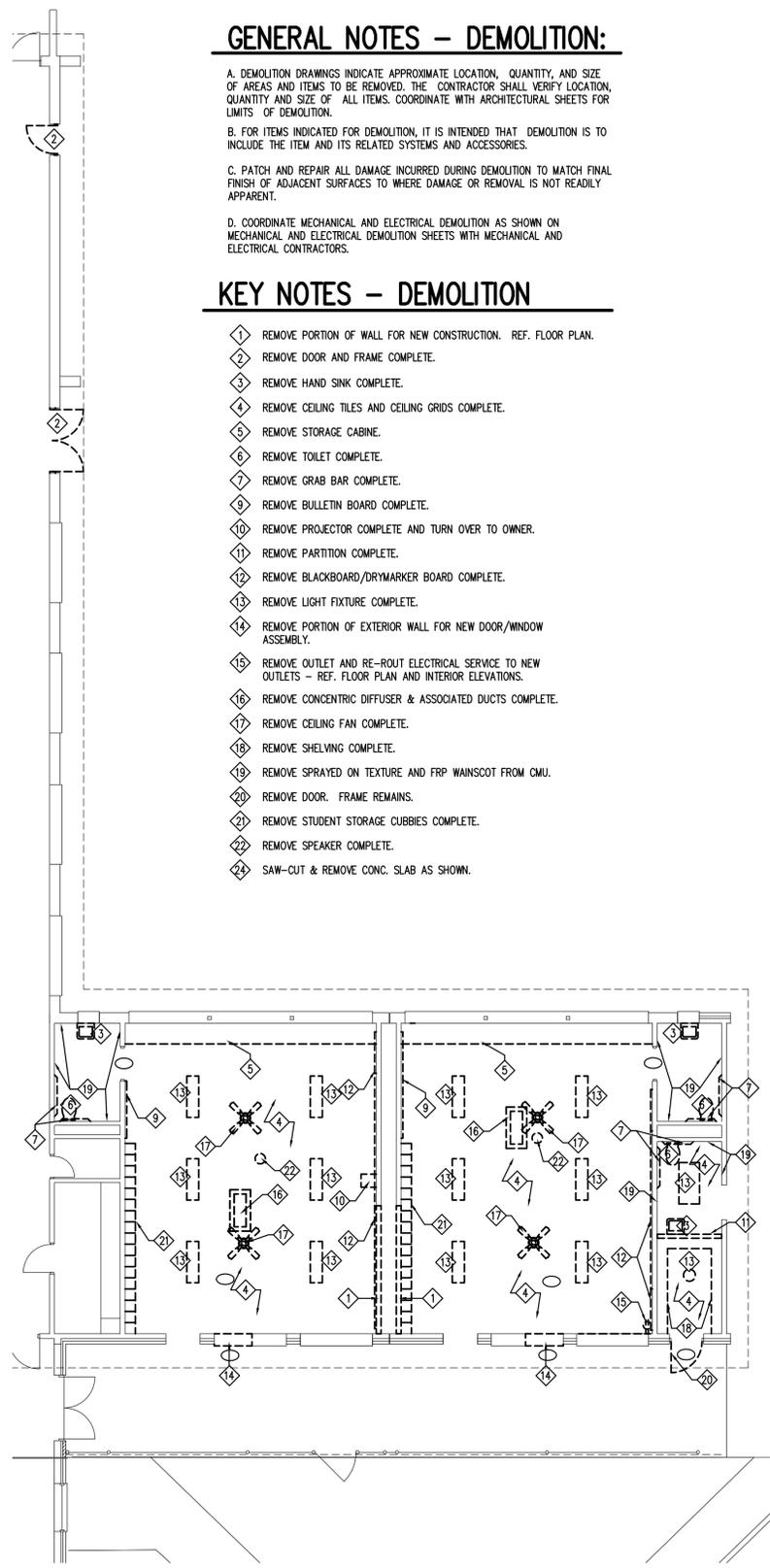


FINISHES CODE LIST		
FLOOR/BASE	WALLS/WAINSCOT	CEILING
1 POLISHED EXISTING CONCRETE w/ RUBBER BASE	A TEXTURE & PAINT GWB	1 2x2 SUSPENDED ACOUSTICAL CEILING w/ GRID
2 -	B PAINT EXISTING CMU	2 EXISTING CEILING
3 -	C PAINT EXISTING CMU w/ NEW FRP TO 7'-2" A.F.F.	3 -

MATERIAL CODE LIST MARKER

ROOM NAME – WALL FINISH
 107 – CEILING FINISH
 108 – FLOOR FINISH
 109 – CEILING HEIGHT

GENERAL FINISHES NOTE:
 1. PATCH HOLES, REPAIR, & CLEAN & PAINT TO MATCH AT EXISTING WALLS TO REMAIN.



REV DATE DESCRIPTION

TENNIS LOCKER ROOMS FOR:
 BURKBURNETT MIDDLE SCHOOL
 BURKBURNETT TEXAS

BYSArchitects
 1005 North Street - Suite 200 - Wichita Falls, Texas 76701 (940) 761-2404
 Member American Institute of Architects

DRAWN BY: RHA
 CHECKED BY: RSS
 DATE: 1/16/19
 PROJECT NO.: 18070

FLOOR PLANS AND SITE PLAN

A101

CONTRACT SERVICE AGREEMENT

THIS CONTRACT SERVICE AGREEMENT (“**Agreement**”) is entered into on the _____ day of _____, 2019 by and between the **CITY OF BURKBURNETT** (“**City**”) and **TEXAS COMMUNITIES GROUP, LLC**, a Texas limited liability company (“**Contractor**”).

CITY desires to retain Contractor to perform the services described in this Agreement, and Contractor is willing to perform such services in accordance with the terms set forth in this Agreement.

In consideration of the foregoing and the mutual promises contained herein, the parties agree as follows:

1. Engagement. CITY engages Contractor, an independent contractor, to perform services described on, and in accordance with, the attached Work Statement (the “**Services**”). Contractor shall perform the Services in a professional manner consistent with industry practice and in accordance with all applicable laws, rules and regulations. If the Services are modified from time to time or to the extent the Work Statement is incomplete, the parties will work together to modify the Work Statement. To the extent the terms of the Work Statement conflict with this Agreement, the terms of this Agreement shall govern.

2. Fees and Expenses. CITY shall pay Contractor the fees described in the Work Statement in accordance with the terms set forth therein. In addition to the fees set forth in the Work Statement, CITY shall promptly reimburse Contractor for all reasonable pre-approved travel and other pre-approved expenses incurred by Contractor in connection with the Services. These expenses will be considered pre-approved if CITY has notified Contractor of approval by any form of notice defined under section 13 of this Agreement. Contractor will provide reasonable receipts and other supporting documentation, for any out-of-pocket expenses incurred by Contractor. Contractor shall invoice CITY for all fees and expenses incurred under this Agreement, using Contractor’s own reporting form and methods, unless CITY otherwise requested by the CITY to use another reasonable form or method.

3. Term and Termination.

- (a) The Agreement, unless otherwise terminated as described in (b) below, will terminate upon expiration of the term set forth in the Work Statement.
- (b) Notwithstanding the foregoing, this Agreement may be terminated, upon 30 days prior written notice, by CITY or Contractor for any reason. Upon termination or expiration of this Agreement the CITY will be obligated to (i) pay all fees and expenses arising prior to termination of this Agreement; (ii) return to Contractor all of Contractor’s Materials (defined

in Section 5) and Confidential Information (defined in Section 7a); and
(iii) cease using the Contractor's software and website.

4. Relationship of the Parties. Contractor will perform Services under this Agreement as an independent contractor of CITY. Nothing contained in this Agreement shall be deemed or construed by the parties or by any third party to create the relationship of principal and agent, a fiduciary, or of partnership, joint venture or any other type of association between CITY and Contractor, it being expressly understood and agreed that neither the provisions contained in this Agreement nor any acts of the parties shall be deemed to create any relationship between CITY and Contractor other than as customer and service provider. No officer, employee, agent or independent contractor of either party will at any time be deemed an employee, representative, agent or contractor of the other party solely because of this Agreement. Contractor shall have no authority to enter into any contracts or commitments on CITY's behalf. CITY shall have no right of control over the manner in which the Services are performed, other than the right to establish reasonable policies and protocols applicable to such Services. Notwithstanding anything else contained herein to the contrary, Contractor shall at all times have the right to perform similar or identical services for any other party or parties and all Services performed in connection with this Agreement shall be non-exclusive.

5. Contractor's System.

Ownership and Limited License to Use Contractor's System. CITY acknowledges that Contractor has developed materials (both hard copy and electronic), a website and software for property development site selection and property development strategies, guidelines, procedures, and tactics for local government entities or other entities affiliated therewith (hereinafter referred to as "Contractor's System"). Contractor represents that all materials associated with Contractor's System (both hard copy and electronic), a website and software that incorporate Contractor's System (hereinafter referred to as "Contractor's Materials") are protected by U.S. copyright law. © Texas Communities Group, LLC. All rights reserved. CITY acknowledges that Contractor's System and Contractor's Materials and any goodwill associated therewith are Contractor's exclusive property and CITY, on behalf of itself, its employees, agents, officers, directors, representatives and successors, shall not, either during or after the term of this Agreement, utilize any of Contractor's System or Contractor's Materials except in accordance with the terms of this Agreement. During the term of this Agreement, Contractor grants CITY a limited, non-transferable, non-exclusive license to use the Contractor's System and Contractor's Materials for its internal purposes only. CITY shall not sub-license or otherwise transfer the Contractor's System or Contractor's Materials to any third-party. Furthermore, CITY, on behalf of itself, its employees, agents, officers, directors, representatives and successors, shall not compete with Contractor in any business incorporating Contractor's System or Contractor's Materials during the term of this Agreement and for a term of five (5) years after expiration of the term of this Agreement. To the extent permitted by law, CITY hereby indemnifies Contractor and agrees to reimburse Contractor for all costs, expenses and attorney's fees incurred by Contractor to require CITY, its employees, agents, officers, directors,

representatives and successors, to cease using Contractor's System or Contractor's Materials except as set forth in this Agreement. The provisions of this paragraph (with the exception of the limited license) shall survive the term of this Agreement.

6. Dispute Resolution. For any dispute arising between the parties, CITY and Contractor agree to first attempt to resolve such dispute informally between the chief executive officers of each respective party. If the parties are unable to resolve such dispute within thirty (30) days of first receiving notice of the dispute in accordance with Section 13, either party may exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance, the right to terminate this Agreement without additional notice and/or the right to seek any and all forms of relief in a court of competent jurisdiction. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

7. Confidential Information.

(a) **Definition.** For purposes of this Agreement, "**Confidential Information**" shall mean (i) any and all non-public information owned, developed or possessed by CITY in written or electronic format, pertaining solely to the Services and marked as "Confidential" by the Contractor; and (ii) any and all information owned, developed or possessed by Contractor, including but not limited to Contractor's System and Contractor's Materials, whether in written or electronic format and marked as "Confidential". The party receiving the Confidential Information shall be referred to as the "Receiving Party" and the party disclosing the Confidential Information shall be referred to as the "Disclosing Party." Notwithstanding the foregoing, Confidential Information will not include information which: (i) Receiving Party can demonstrate was already in its possession prior to the Agreement; (ii) is or becomes generally available to the public through no fault of Receiving Party or its employees or agents; (iii) is developed by Receiving Party independently of any Confidential Information it receives from the Disclosing Party; (iv) is acquired by Receiving Party from a third party without violation of any duty of confidentiality to the Disclosing Party; or (v) is considered or defined as public, non-confidential information by applicable law.

(b) **Restrictions.** Receiving Party agrees to retain in confidence and to require its officers, employees, agents, subcontractors, and contractors (collectively, "**Representatives**") to retain in confidence, all Confidential Information, and Receiving Party shall not disclose to others (other than its Representatives solely for the purpose of performing Services under this Agreement, and only if such persons are subject to legally binding obligations of confidentiality as to the Confidential Information no less restrictive than those contained in this Agreement), any Confidential Information without the prior written consent of the Disclosing Party. Receiving Party and its Representatives will use the Confidential Information solely for the purpose of providing Services pursuant to this Agreement and not for any other purpose. Receiving Party agrees not to use any

Confidential Information for Receiving Party's own or any third party's benefit without the prior written approval of the Disclosing Party.

(c) **Ownership.** All Confidential Information disclosed hereunder shall remain the sole property of the Disclosing Party, and nothing contained herein shall be construed as giving Receiving Party any license or right to any Confidential Information except as otherwise set forth in this Agreement. Promptly upon the termination of this Agreement, for any reason, or at any time at the request of the Disclosing Party, Receiving Party will deliver to the Disclosing Party all property or materials within Receiving Party's or a Representative's possession or control which belong to the Disclosing Party or which contain or are based upon Confidential Information.

(d) **Disclosure Required by Law.** If Receiving Party (or any Representative) is required to disclose any Confidential Information pursuant to any applicable statute, regulation, order, subpoena or document discovery request, Receiving Party may do so, provided that prior written notice of such disclosure is furnished to the Disclosing Party as soon as practicable in order to afford the Disclosing Party an opportunity to seek a protective order. Notwithstanding anything herein to the contrary, the parties understand and acknowledge that CITY, the Confidential Information and this Agreement are subject to public information laws, including but not limited to Chapter 552 of the Texas Government Code, the Texas Public Information Act (the "Act"). To the extent that there is a conflict between any provision of the Act and this Agreement, the Act shall control. Additionally, CITY, by complying with the provisions of the Act, shall be deemed to be in compliance with this Section 7.

8. Injunctive Relief. It is hereby understood and agreed that damages may be an inadequate remedy in the event of a breach of this Agreement and that a breach may cause great and irreparable injury and damage to the non-breaching party. Accordingly, the non-breaching party shall be entitled, without waiving any additional rights or remedies otherwise available at law, equity or by statute, to injunctive and other equitable relief in the event of a breach or intended or threatened breach by a party of any of the covenants of this Agreement.

9. Indemnity. Contractor shall indemnify, release, and hold CITY and CITY's elected officials, officers, agents, employees and independent contractors harmless, to the fullest extent permitted by law, from and against any and all suits, claims, demands, damages, costs, liabilities and expenses, of any character, type or description, including without limiting the generality of the foregoing all expenses of litigation, court costs, and attorneys' fees for bodily injury, death to any person, or property damage, received or sustained by any person, persons or property, as a result of, arising from, occasioned by or related to performance under this Agreement, Contractor's use or occupation of lands owned by CITY, and/or any matter related to Contractor's activities, services, performances, operations or omissions conducted under this Agreement, including any acts of Contractor's employees or agents, except to the extent that such injuries, damages or costs are solely caused by CITY's gross negligence or willful misconduct. This indemnity and release shall survive the termination or expiration of this Agreement and nothing contained herein shall limit or extinguish this indemnity and release.

10. Governing Law. The activities contemplated by This Agreement are performable in Wichita County, Texas and shall be governed by the laws of the State of Texas, without regard to conflict of law provisions. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Wichita County, Texas.

11. Entire Agreement. Together with the Work Statement, this constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior understandings and agreements between the parties and may not be modified, altered or amended except in writing and executed by both parties to this Agreement.

12. Remedies. If any action at law or in equity is necessary to enforce or interpret the terms of this agreement, the prevailing party will be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which that party is entitled.

13. Notices. Any notice or written communication required or permitted to be given by either party hereunder shall be made by hand delivery, e-mail (with receipt acknowledged), facsimile transmission (promptly confirmed by another permitted method of delivery) or overnight delivery at the addresses specified below, or at such other addresses as the parties may specify in writing. Any such notice or written communication will be considered to have been received on the date of hand delivery, transmission by other means described above or the next business day after sent by overnight delivery service.

14. Severability. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, then such provision shall be deemed automatically modified to conform with the requirements for validity and enforceability as declared at that time, and as so modified, shall be deemed a provision of this Agreement as though originally included herein.

15. Assignment. The Services to be performed by Contractor under this Agreement are personal and unique. CITY or Contractor may not assign or sublicense this Agreement or any rights or obligations hereunder to any third-party without the written consent of the other party to this Agreement.

16. Non-Appropriation. All funds for payment by CITY under this Agreement are subject to the availability of an annual appropriation for this purpose by the City of Burkburnett. Unless terminated pursuant to other applicable termination provisions contained in this Agreement, in the event of non-appropriation of funds by the City Council of the City of Burkburnett for the goods or services provided under this Agreement, CITY will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever occurs first.

17. No Third Party Beneficiaries. There is no third party beneficiary to this Agreement and nothing contained in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than CITY and Contractor.

18. No Joint Venture. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Contractor and CITY. The rights and obligations of the parties are to be governed strictly by this Agreement and it is not intended that there shall be any lending of credit by one party to the other or that either party shall be entitled to create any obligation binding on the other party not specifically provided for herein. Nothing herein shall be construed as a loan or pledge of credit or assets by CITY as prohibited by Article 3, Section 52 of the Texas Constitution or otherwise.

19. No Delegation of Authority. Nothing contained herein shall be construed to imply that any administrative, regulatory or legislative authority has been delegated by the CITY to Contractor. All statutory provisions, ordinance provisions or other regulatory provisions that require a decision or finding by the appropriate city official or governing body shall remain with such official or body and shall not rest with Contractor.

20. Compliance with Law. Contractor shall at all times observe and comply, at Contractor’s sole expense, with all federal, state and local laws, ordinances and regulations, which in any manner affect the services provided under this Agreement and **shall indemnify and save CITY harmless against any claim arising from the violation of any such law, ordinance or regulation by Contractor.**

21. Counterparts. This Agreement may be executed in separate counterparts, and all such counterparts will constitute one and the same instrument.

The parties have executed this Contract Service Agreement as of the date set forth above.

CITY OF BURKBURNETT
501 Sheppard Rd
Burkburnett, TX 76354

TEXAS COMMUNITIES GROUP, LLC,
a Texas limited liability company
10508 Fremont
Lubbock, Texas 79423

By: _____

By: _____

Danny Barrett, Manager

Printed: _____

Title: _____

WORK STATEMENT

to Contract Service Agreement dated _____ day of _____, 2019 between the City of Burkburnett and Texas Communities Group, LLC (the "Agreement")

SERVICES. Contractor will perform the following services:

Contractor will work with CITY to identify, evaluate and create a plan for administration for addressing abandoned property, dilapidated structures, and property foreclosures within the taxing jurisdiction of the City of Burkburnett, Texas and to create and refine property demolition, property management, and property development strategies and tactics necessary to support CITY's stated goals and objectives for economic development.

Contractor will educate and train CITY staff on utilizing Contractor's System.

Contractor will attend meetings and teleconferences with the CITY and its representatives and other parties necessary as requested to achieve the mutual goals and objectives of Contractor and the CITY.

Contractor will advise CITY regarding methods and materials used in property development plans and activities.

Contractor will coordinate activities through local governmental entities to determine efficient property development guidelines and recommendations.

TERM. Unless the Agreement is otherwise terminated, Contractor will perform the foregoing Services beginning on the day of _____, 2019 and ending on the later of 18th day of _____, 2020 or a date when the Services are no longer needed as determined by the CITY.

FEES. CITY and Contractor hereby agree that CITY shall pay to Contractor, within thirty (30) days of the date of this Agreement, the sum of FOUR THOUSAND FIVE HUNDRED DOLLARS AND NO/100 DOLLARS (\$4,500.00) for services to be performed under this Agreement, per year, and such amount shall not be refundable to CITY in the event CITY elects to terminate this Agreement. The parties further acknowledge that Contractor reserves the right to submit an invoice for payment to CITY on a monthly basis with such terms for payment subject to this paragraph.

APPLICATION FOR PERMIT

ITEM/SUBJECT: “Taste of Town” Fundraiser on April 27, 2019, in the
Burkburnett Community Center

INITIATING PARTY: Burkburnett Lions Club

COMMENTARY: Request approval of beer and wine consumption at this event.
The band “Hip Hop Hooray”, a truly unique function band, specializing in Hip Hop covers
will be featured. There will be approximately 300 tickets sold. There will be approximately
15 food vendors. Proceeds support the local club’s scholarships and community service
projects.

MANAGER’S REMARKS: Appropriate security will be on hand; the additional deposit
has been paid. Recommend approval.

ASSOCIATED INFORMATION:

_____ **APPROVED**

_____ **DISAPPROVED**

_____ **CONDITIONS**

MAYOR Carl Law