

AGENDA

Notice is hereby given of a meeting of the **Board of Commissioners of Burkburnett** to be held on **Monday, December 21, 2020, at 7:00 p.m.** at City Hall-Council Chambers, 501 Sheppard Road, Burkburnett, Texas to consider 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.

Due to Governor Abbott's executive order limiting gatherings to 10 people, this meeting will be closed to public attendance. To listen to the meeting, please follow the directions below:

Access Information

Computer: <https://global.gotomeeting.com/join/698190685>

Telephone Dial-In: 1 (571) 317-3116
1 (866) 899 4679 (Toll Free)

Access Code: 698-190-685

If, during the meeting, you have comments/questions, please email them to mpoole@burkburnett.org.

PUBLIC COMMENTS ON AGENDA ITEMS

The public may speak on items listed on the posted agenda. All persons desiring to address a specific agenda item must email comments/questions to the City Clerk, Margie Poole at mpoole@burkburnett.org, before the reading of the agenda item.

ITEM 1. CALL MEETING TO ORDER: MAYOR CARL LAW

ITEM 2. INVOCATION

ITEM 3. PLEDGE OF ALLEGIANCE

ITEM 4. CONSENT AGENDA

- A. Approval of Minutes from the November 16, 2020 Special-Called Meeting.
- B. Approval of Minutes from the November 16, 2020 Regular Meeting.
- C. Approval of Minutes from the December 4, 2020 Special-Called Meeting.

ITEM 5. 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 551.072 – Deliberation Regarding Real Property

ITEM 6. RECONVENE

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

ITEM 7. Discuss and take any action necessary on the Ron Hobbs Architecture pre-design services agreement to renovate the Community Center into a Fire Station.

ITEM 8. Discuss and take any action necessary on the Ron Hobbs Architecture pre-design services agreement to construct an Events Center in the Downtown District.

ITEM 9. Discuss and take any action necessary on Ordinance Number 988, amending the budget for the pre-design services agreements for the Community Center's renovation into a Fire Station and the construction of an Events Center in the Downtown District.

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AMENDING THE FISCAL YEAR 2021 GENERAL FUND FIRE AND PARKS/RECREATION DEPARTMENTS BUDGET FOR PRE-DESIGN ARCHITECT SERVICES: FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

ITEM 10. Discuss and take any action regarding Ordinance Number 989, updating the Public Works and Water Service fee schedules.

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING TITLE V: PUBLIC WORKS OF THE CODE OF ORDINANCES BY AMENDING SECTIONS SETTING FEES AND ADDING CHAPTER 55: PUBLIC WORKS FEE SCHEDULE; SETTING FEES CHARGED FOR SERVICES PROVIDED BY THE PUBLIC WORKS DEPARTMENT AND WATER BILLING DEPARTMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

ITEM 11. Discuss and take any action necessary to award the Texas Community Development Block Grant Program (TxCDBG) grant.

ITEM 12. Discuss and take any action necessary on Resolution Number 692.

A RESOLUTION OF THE CITY OF BURKBURNETT AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE NORTEX RPC FOR A DOWNTOWN REVITALIZATION PROJECT TO BE DETERMINED AT A LATER DATE FROM THE TEXAS DEPARTMENT OF AGRICULTURE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACT ON BEHALF OF THE CITY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF BURKBURNETT WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE NORTEX RPC, THE TEXAS DEPARTMENT OF AGRICULTURE AND THE STATE OF TEXAS.

ITEM 13. Discuss and take any action necessary on the Interlocal Governmental Contract for Application and Administrative Services Community Development Program with the Nortex Regional Planning Commission.

ITEM 14. Discuss and take any action necessary on the Engagement Agreement for Guevara Law, P.C.

ITEM 15. Discuss and take any action necessary on the reappointment of Dan King to the County's Emergency Medical Services Board.

ITEM 16. Discuss and take any action necessary on the reappointment of the Parks and Recreations Board Members Rodney McCleskey Jr., Vice President; and Kim Horn, Secretary/Treasurer.

ITEM 17. 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 – Consult with Attorney

- a. Pending Police Department State Office of Administrative Hearing (SOAH) Matter

ITEM 18. RECONVENE

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

ITEM 19. CITY MANAGER'S REPORT

- A. Merry Christmas and Happy New Year

ITEM 20. COMMISSIONERS' 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 21. ADJOURNMENT

I, Margie Poole, 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 _____ on December 18, 2020, in compliance with the Open Meetings Act Chapter 551.

Margie Poole, City Clerk
Posted 12/18/20 @

This facility is wheelchair accessible, and accessible parking spaces are available. If any accommodations for a disability are required, please notify the City Clerk's Office at 940.569.2263 at least 72 hours before the meeting date. Concerning any item, the Board of Commissioners may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

I certify that the attached notice of the Board of Commissioners' Meeting was removed by me from the glass front door of City Hall on the _____ day of _____ 2020 at _____

Title: _____

MINUTES

BOARD OF COMMISSIONERS

The Board of Commissioners of the City of Burkburnett, Texas, met in a Special-Called Meeting on Monday, November 16, 2020, at 6:00 p.m. at City Hall-Council Chambers, 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
Marguerite Love	Mayor Pro-Tem
Josh Andrajack	Commissioner
Randy Brewster	Commissioner
Jeremy Duff	Commissioner
Ted Kwas	Commissioner
Bill Lindenborn	Commissioner

Others present were Lawrence Cutrone, City Manager; Margie Poole, City Clerk; and Mike Guevara with Shahan Guevara Decker Arrott, Attorneys at Law.

Present in the City Hall Lobby were: Commissioner Elect John Beard; Commissioner Elect Michael Tugman; Sarah Culp, Director of Planning; Trish Holley, Director of Administration; Harold Watkins, Fire Chief; and Fred Tillman, Chief of Police.

ITEM 1. CALL MEETING TO ORDER: MAYOR CARL LAW

Mayor Law called the meeting to order at 6:00 p.m.

ITEM 2. Discuss and take any action regarding Ordinance Number 984, amending the alcohol ordinance.

AN ORDINANCE OF THE CITY OF BURKBURNETT, TEXAS AMENDING CHAPTER 117 OF TITLE XI OF THE CODE OF ORDINANCES OF THE CITY OF BURKBURNETT, TEXAS ESTABLISHING REGULATIONS FOR BUSINESSES THAT SELL ALCOHOL; PROVIDING PENALTIES FOR VIOLATIONS OF SUCH PROVISIONS; AND PROVIDING FOR SEVERABILITY.

Director of Planning, Ms. Sarah Culp, addressed the Mayor and Commissioners, stating that we are seeking to amend Chapter 117 to allow more flexibility with the sale of alcohol in the Downtown District. Currently, there is a requirement that locations wishing to sell alcohol must be 300 feet from a church, school, or hospital. Staff is seeking to remove this requirement only in the Downtown District to attract new business. Questions and discussion then ensued regarding Section 117.03(B), Section 117.07(C), and potential discrimination for churches and schools in the Downtown District.

Main Motion: Commissioner Andrajack made a motion, seconded by Commissioner Duff, to adopt the modification to Ordinance Number 984 as presented, with the singular change being the removal of Section 117.03(B).

Chief FC Tillman addressed the Mayor and Commissioners regarding special events and the changes he would like incorporated into the Section 117.07(C)(1) language.

Amend Motion: Commissioner Andrajack amended his motion, seconded by Commissioner Duff, to include the following change to Section 117.07(C)(1) to now read: *The entire special event and/or programing area, including the area for beer and/or wine and vinous liquor dispensing and consumption, shall be ~~located in an area with a defined ingress and egress point~~ monitored by ~~off-duty~~ city police officers at a ratio of at least one officer per 100 anticipated patrons, ~~or more or less~~ as determined by the ~~facility manager/supervisor~~ City Manager and Chief of Police; and*

Amend Motion:

Ayes (6): Mayor Pro-Tem Love, Commissioner Andrajack, Commissioner Duff, Commissioner Brewster, Commissioner Kwas, and Commissioner Lindenborn

Abstain (1): Mayor Law

Motion carried.

Main Motion:

Ayes (6): Mayor Pro-Tem Love, Commissioner Andrajack, Commissioner Duff, Commissioner Brewster, Commissioner Kwas, and Commissioner Lindenborn

Nays (1): Mayor Law

Motion carried.

ITEM 3. Discuss and take any action regarding Ordinance Number 985, updating the fee schedule.

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING TITLE XV: LAND USAGE OF THE CODE OF ORDINANCES BY ADDING CHAPTER 156: LAND USAGE FEE SCHEDULE; SETTING BUILDING INSPECTION, PLAN REVIEW, AND OTHER PERMIT FEES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING AN EFFECTIVE DATE.

Mr. John Priddis of Roller Road submitted an email to the Mayor and Commissioners, which the City Clerk, Ms. Margie Poole, read. In response to Commissioner Brewster's question, Ms. Sarah Culp, Director of Planning, stated the average fee increase was 20%. The approximate increase for a total house build was 35%. Ms. Culp confirmed that no new fees were added.

Commissioner Brewster made a motion, seconded by Commissioner Lindenborn, to adopt Ordinance Number 985. Motion carried unanimously.

ITEM 4. Discuss and take any action necessary on Resolution Number 689.

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS CANVASSING THE ELECTION RETURNS AND DECLARING ELECTION RESULTS IN THE GENERAL ELECTION HELD IN THE CITY OF BURKBURNETT ON NOVEMBER 3, 2020 TO ELECT FOUR COMMISSIONERS.

Commissioner Andrajack made a motion, seconded by Commissioner Duff, to adopt Resolution Number 689. Motion carried unanimously.

Mayor Law changed the agenda order to address the Resolutions of Gratitude before the Oath of Office.

ITEM 5. Oath of Office for the newly elected Commissioners.

Ms. Margie Poole, City Clerk, administered the Oath of Office to Commissioner Michael Tugman, Place 3; Commissioner John Beard, Place 4; Commissioner Marguerite Love, Place 5; and Commissioner Bill Lindenborn, Place 6.

ITEM 6. Election of Mayor Pro-Tem for the ensuing year in compliance with Article 4, Section 7 of the City Charter.

Ms. Margie Poole, City Clerk, opened the floor for nominations for Mayor Pro-Tem.

Commissioner Lindenborn nominated Commissioner Marguerite Love to serve as Mayor Pro-Tem for the next ensuing year, seconded by Commissioner Tugman.

Ms. Poole asked if there were any other nominations. There being none, the floor was closed for nominations. Motion carried unanimously to elect Marguerite Love as the Mayor Pro-Tem for the ensuing year.

ITEM 7. Discuss and take any action necessary on Resolution Number 690. A Resolution of gratitude for Commissioner Josh Andrajack.

Mayor Law presented the Resolution of Gratitude and a gift of appreciation to Commissioner Josh Andrajack for having served with distinction and honor as a member of the Board of Commissioners for six years.

Commissioner Lindenborn made a motion, seconded by Commissioner Brewster, to adopt Resolution Number 690. Motion carried.

ITEM 8. Discuss and take any action necessary on Resolution Number 691. A Resolution of gratitude for Commissioner Jeremy Duff.

Mayor Law presented the Resolution of Gratitude and a gift of appreciation to Commissioner Jeremy Duff for having served with distinction and honor as a member of the Board of Commissioners for four years.

Commissioner Lindenborn made a motion, seconded by Commissioner Kwas, to adopt Resolution Number 691. Motion carried.

ITEM 9. COMMISSIONERS' COMMENTS

Commissioner Tugman thanked the voters and Commissioner Lindenborn, along with Mayor Law, thanked the two Commissioners leaving the Board and welcomed Commissioners Tugman and Beard, thanking each of them for their willingness to serve.

ITEM 7. ADJOURNMENT

The meeting adjourned at 7:12 p.m.

Carl Law, Mayor

ATTEST:

Margie Poole, City Clerk

MINUTES

BOARD OF COMMISSIONERS

The Board of Commissioners of the City of Burkburnett, Texas, met in a Regular Meeting on Monday, November 16, 2020, at 7:00 p.m. at City Hall-Council Chambers, 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
Ted Kwas	Commissioner, Place 1
Randy Brewster	Commissioner, Place 2
Mike Tugman	Commissioner, Place 3
John Beard	Commissioner, Place 4
Marguerite Love	Mayor Pro-Tem, Commissioner, Place 5
Bill Lindenborn	Commissioner, Place 6

Others present were Lawrence Cutrone, City Manager; Margie Poole, City Clerk; and Mike Guevara, City Attorney.

Present in the City Hall Lobby were: Sarah Culp, Executive Assistant; Trish Holley, Director of Administration; Fred Tillman, Chief of Police; and Harold Watkins, Jr., Fire Chief.

ITEM 1. CALL MEETING TO ORDER: MAYOR CARL LAW

Mayor Law called the meeting to order at 7:20 p.m.

ITEM 2. INVOCATION

Reverend Khoi Tran, St. Jude Thaddeus Catholic Church, gave the invocation.

ITEM 3. PLEDGE OF ALLEGIANCE

Mayor Pro-Tem Love led the Pledge of Allegiance.

ITEM 4. CONSENT AGENDA

- A. Approval of Minutes from the October 19, 2020 Meeting.

The minutes were approved under the Consent Agenda.

ITEM 5. Mayor closed the Regular Meeting and opened the Public Hearing at 7:22 p.m. to discuss:

- A. Rezone Case 2020-65: An application to rezone 203 N Ave D from Multi-Family Residential to Commercial.

There were no public comments.

- B. Case 2020-67: Specific Use Permit for 509 E 1st Street to place a caretaker's home.

There were no public comments.

ITEM 6. Mayor closed the Public Hearing and re-opened the Regular Meeting at 7:23 p.m. to discuss and take any action necessary on:

A. Rezone Case 2020-65: An application to rezone 203 N Ave D from Multi-Family Residential to Commercial.

Commissioner Brewster made a motion, seconded by Commissioner Tugman, to approve the Rezone Case 2020-65. Motion carried unanimously.

B. Case 2020-67: Specific Use Permit for 509 E 1st Street to place a caretaker's home.

Commissioner Brewster made a motion, seconded by Commissioner Lindenborn, to approve the Case 2020-67. Motion carried unanimously.

ITEM 7. Discuss and take any action necessary for participation in The Interlocal Purchasing System (TIPS).

Mr. Lawrence Cutrone, City Manager, addressed the Mayor and Commissioners, stating that TIPS is a Texas-based purchasing cooperative that provides a list of pre-bid contractors for governmental entities to choose from, saving the City a step in the strict bidding process. Mr. Cutrone confirmed that this is no cost for this service, and the City will receive credits for using the system.

Commissioner Tugman made a motion, seconded by Mayor Pro-Tem Love, to approve the Interlocal Agreement. Motion carried unanimously.

ITEM 8. Discuss and take any action necessary on the Notice to Proceed with the Marseal Group, LLC.

Mr. Jacob Fuller and Mr. Tyler Miller from the Marseal Group, LLC addressed the Mayor and Commissioners, stating that the Marseal Group does much work in government construction, working with cities, counties, and other types of municipalities. Mr. Fuller stated that their goal is to be a solution provider, work with the insurance provider, determine the damage created and cost to make the City whole again. There is no cost to the City upon the agreement that they get the work by signing the Notice to Proceed.

The discussion then focused on the properties damaged, the priority of repairs to the buildings, the Marseal Group's working relationship with TML, and how they proceed as the City's advocate.

Commissioner Lindenborn made a motion, seconded by Commissioner Tugman, to approve the Notice to Proceed with the Marseal Group. Motion carried unanimously.

ITEM 9. Discuss and take any action necessary on Ordinance Number 986, regulating noise levels.

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING CHAPTER 105. NOISE REGULATION; PROVIDING FOR THE REGULATION OF NOISE WITHIN THE CITY; PROVIDING THE REPEAL OF ORDINANCES AND PORTIONS OF ORDINANCES IN CONFLICT WITH THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTY; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

Mr. Lawrence Cutrone, City Manager, addressed the Mayor and Commissioners, stating that due to various noise complaints that the City has received, staff reviewed current noise regulations, noted a lack of regulation, so drafted this noise ordinance in response.

Commissioner Brewster made a motion, seconded by Mayor Pro-Tem Love, to approve Ordinance Number 986. Motion carried unanimously.

ITEM 10. Discuss and take any action necessary on Ordinance Number 987, amending Chapter 34. AN ORDINANCE OF THE CITY OF BURKBURNETT, TEXAS AMENDING CHAPTER 34 OF THE CODE OF ORDINANCES OF THE CITY OF BURKBURNETT, TEXAS BY AMENDING § 34.02 EVENTS HELD WITHIN CITY LIMITS; PROVIDING FOR THE ALLOWANCE FOR ALCOHOL IN THE DOWNTOWN DISTRICT AND DEFINING EVENT; AND PROVIDING FOR SEVERABILITY.

Mr. Lawrence Cutrone, City Manager, addressed the Mayor and Commissioners, stating that Chapter 34, specifically section 34.02, read more like a manual than an ordinance, so the City is proposing a revision.

In response to the Mayor's questions, Mr. Mike Guevara confirmed that the ordinance defines "event" as there was no prior definition and made the Rules of Conduct more specific to follow local ordinances.

Commissioner Brewster made a motion, seconded by Commissioner Kwas, to adopt Ordinance Number 987. Motion carried unanimously.

ITEM 11. Discuss and take any action necessary on Fire Department eligible expenses for the Coronavirus Relief Fund (CRF).

Fire Chief Watkins addressed the Mayor and Commissioners, detailing the list of items the City is proposing to purchase, which the Fire Chief believes qualifies for full reimbursement.

In response to Commissioner Brewster's and Mayor Law's questions, the discussion focused on the justification for these items and how the items will be paid for if costs are not reimbursed through the CRF.

Motion 1: Commissioner Brewster made a motion, seconded by Commissioner Tugman, to approve this list to total \$299,629 as presented.

After further discussion regarding the timelines for approval/reimbursement, the need for additional equipment, and the plans for the remaining nearly \$200,000, Commissioner Brewster withdrew his motion.

Motion 2: Commissioner Brewster made a motion, seconded by Commissioner Tugman, to approve this list and up to the full amount that we have remaining, at the discretion of the Fire Chief, Chief of Police, and the City Manager, collectively. Motion carried unanimously.

ITEM 12. CITY MANAGER'S REPORT

Mr. Lawrence Cutrone, City Manager, welcomed the new Commissioners and stated that the Chamber of Commerce's Parade and the City of Burkburnett's Christmas Dinner have been canceled per Governor's Executive Orders.

ITEM 13. COMMISSIONERS' COMMENTS

Commissioner Tugman invited the Chief of Police FC Tillman to recognize his officers. Chief Tillman shared with the Mayor and Commissioners the fruits the community receives from our police officers' training.

Chief Tillman recognized the following officers for their excellence in a runaway child investigation: Detectives Robert Turner and Jeff Krc.

Chief Tillman recognized the following officers for their excellence in a drug and counterfeiting investigation: Officers Ty Collins and Kenen Wininger, Sergeant Blake Deeb, Detectives Robert Turner and Jeff Krc.

ITEM 14. ADJOURNMENT

Commissioner Brewster made a motion, seconded by Mayor Pro-Tem Love, to adjourn. Motion carried unanimously, and the meeting adjourned at 8:27 p.m.

Carl Law, Mayor

ATTEST:

Margie Poole, City Clerk

MINUTES

BOARD OF COMMISSIONERS

The Board of Commissioners of the City of Burkburnett, Texas, met in a Special-Called Meeting on Friday, December 4, 2020, at noon at City Hall-Council Chambers, 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
Ted Kwas	Commissioner, Place 1
Randy Brewster	Commissioner, Place 2
Mike Tugman	Commissioner, Place 3
John Beard	Commissioner, Place 4
Marguerite Love	Mayor Pro-Tem, Commissioner, Place 5
Bill Lindenborn	Commissioner, Place 6 (<i>arrived at 1:10 p.m.</i>)

Others present were: Ron Hobbs, President, Architecture & Interior Design; Lawrence Cutrone, City Manager; Margie Poole, City Clerk; and Harold Watkins, Jr., Fire Chief.

Present in the City Hall Lobby were: Wadona Stich, Partner, Architecture & Interior Design; Trish Holley, Director of Administration; and Fred Tillman, Chief of Police.

ITEM 1. CALL MEETING TO ORDER: MAYOR CARL LAW

Mayor Law called the meeting to order at 12:08 p.m.

ITEM 2. INVOCATION

Commissioner Brewster gave the invocation.

ITEM 3. PLEDGE OF ALLEGIANCE

Commissioner Tugman led the Pledge of Allegiance.

ITEM 4. Discuss and take any action necessary on the Ron Hobbs Architecture pre-design services agreement to renovate the Community Center into a Fire Station.

Mr. Lawrence Cutrone, City Manager, addressed the Mayor and Commissioners, stating that Fire Stations 1 and 2 have met life expectancy. Fire Chief Watkins updated the Board on the current state of the two Fire Stations.

In response to Mayor Pro-Tem Love's question regarding having only one Fire Station, Chief Watkins confirmed that if staffing was available to respond, response times, within the City limits, could still be met with one Fire Station in the Community Center area.

Mr. Ron Hobbs, President, Architecture & Interior Design, then presented the proposal for renovating the Community Center into a Fire Station to the Mayor and Commissioners. The discussion then focused on the availability of parking and funding/budgeting of the renovation project.

No action was taken, and it was agreed to postpone further discussion of this agenda item until the next regularly scheduled meeting.

ITEM 5. Discuss and take any action necessary on the Ron Hobbs Architecture pre-design services agreement for the demolition of the old Police Department building and Fire Stations 1 and 2 to construct an Events Center in the Downtown District.

Mr. Ron Hobbs, President, Architecture & Interior Design, then presented the proposal for constructing an Events Center in the Downtown District to the Mayor and Commissioners. The discussion then focused on the availability of parking, downtown revitalization plans, funding/budgeting of this project, and the project's timing versus the current Community Center's renovation into a Fire Station. Additional discussion focused on the ownership/availability of the properties proposed in the Events Center's construction and whether other areas in the downtown area were considered.

No action was taken, and it was agreed to postpone further discussion of this agenda item until the next regularly scheduled meeting.

ITEM 6. Discuss and take any action necessary on the Budget Amendment for the pre-design services agreements of renovation of the Community Center into a Fire Station and the construction of an Events Center in the Downtown District.

Mr. Lawrence Cutrone, City Manager, addressed the Mayor and Commissioners, stating that this item will be for discussion only as the ordinance number and caption were not included on the agenda.

No action was taken, and it was agreed to postpone further discussion of this agenda item until the next regularly scheduled meeting.

ITEM 7. COMMISSIONERS' COMMENTS

There were no Commissioners' comments.

ITEM 8. ADJOURNMENT

Commissioner Tugman made a motion, seconded by Commissioner Lindenborn, to adjourn. Motion carried unanimously, and the meeting adjourned at 1:45 p.m.

Carl Law, Mayor

ATTEST:

Margie Poole, City Clerk

Owner-Architect Agreement

Burkburnett Fire Station

Owner-Architect Agreement

PROJECT: Burkburnett Fire Station
735 Davey Drive
Burkburnett, Texas 76354

OWNER: City of Burkburnett, Texas
501 Sheppard Road
Burkburnett, Texas 76354

ARCHITECT: RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 West Main Street, Suite #200
Garland, Texas 75040

DATE: November 15, 2020

PROJECT DESCRIPTION: The Project involves converting the existing Community Center into a new Fire Station. Work will be divided into two phases of service. Individual phases include:

Phase One - Pre-Design Services

Phase Two - Architectural Design & Construction Services.

PROJECT BUDGET: To be determined

OWNER PROVIDED INFORMATION: The Owner will be responsible for providing the following:

- Property survey (boundary, utilities, & topographic information)
- Geotechnical report
- Building environmental report

PRE-DESIGN SERVICES: Pre-design services will include the following:

- Project Kick-Off Meeting
- Data Collection
- Code Research
- Architectural Programming
- Evaluation of the Existing Building
- Site Analysis
- Conceptual Design
- Initial Project Budget
- Presentations

Project Kick-off Meeting: At the beginning of the project, a kick-off meeting will be held with you and our design team. The meeting will be used to define roles and responsibilities, establish the project's schedule, identify dates for all critical meetings and milestones, confirm methods and procedures, and establish your design goals. In addition we will review the preliminary list of data and information needed by the design team, identify the appropriate sources for existing data pertaining to the project. Most importantly, the kick-off meeting to allow all participants will have an opportunity to share their vision and goals for the project

Data Collection: We will collect all pertinent information relating to the proposed project and its site. Information may include drawings of the existing building, property surveys, and any other data related to the property and existing building. Once collected, we will analyze and review all information relevant to future planning and design decisions.

Code Research: Prior to commencing any design work we conduct a thorough review and analysis of the applicable building code, zoning ordinance, and development codes. All items that affect future design considerations such as occupancy type and occupancy load, construction types, allowable areas and heights, fire ratings, building setbacks, zoning and platting requirements, parking requirements, and allowable materials are documented.

Architectural Design Program: The process of developing an architectural design program involves identifying and defining each need, establishing square footage needs, and establishing the functional requirements for each portion of the project. Architectural programming helps us to gain a thorough understanding of your goals and objectives for the project. In order to assure total success, we will work closely with you to develop the Architectural Design Program.

Evaluation of the Existing Building: We will conduct an on-site investigation of the existing building to study and document existing conditions and systems that could affect the future design considerations. Items to be studied and reviewed may include the existing HVAC systems, structural and foundation systems, electrical, roof, plumbing, exterior walls, interior finishes, expansion capabilities, and handicap accessibility issues (ADA and TAS). This evaluation will help determine what modifications, if any, will be required to achieve the your goals for the Project.

Site Analysis: We will inspect the site to verify all project related information such as existing land use, traffic patterns, site ingress and egress, topography, drainage, utilities, fire lanes, and any other site elements that will impact our design decisions. Detailed consideration will also be given to any adjacent existing buildings and neighborhoods.

Conceptual Design: Studies Based upon information and knowledge gained from our analysis of the existing building, building & development codes, and studying the property we will prepare conceptual design studies that show how your stated design goals can be achieved. Conceptual design drawings may include floor plans, 3-D sketches, exterior elevations, and site plan.

Initial Project Budget: At the beginning of the project we can assist you in establishing an "Initial Project Budget". This initial budget is based upon current square foot costs for this building type. The size of the project will be based upon the preliminary program square footage projections as identified in the architectural design program. The initial project budget will include the following:

- Building Construction
- Demolition and Abatement Costs
- Sitework
- Parking & Sidewalks
- Utilities

- Landscaping
- Furniture
- Audio/Visual
- Equipment
- Telephone/Data
- Security Systems
- Professional Fees
- Surveying
- Materials Testing
- Printing & Other Miscellaneous Expenses
- Contingency

BASIC ARCHITECTURAL DESIGN & CONSTRUCTION SERVICES: This Agreement includes the services normally considered as basic architectural services. These services will include the services of the Architect and the usual and customary structural, mechanical, electrical, plumbing engineering services.

Basic architectural services will include the following Phases of work:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bidding/Negotiations Phase
- Construction Administration Phase

Schematic Design Phase: The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall evaluate the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of any inconsistencies discovered in the information and other information or consulting services that may be reasonably needed for the Project.

The Architect will use the Owner's architectural design program to develop design concepts for the Project. Schematic Design Documents shall consist of drawings and other documents including floor plans, site plan, and, if appropriate, preliminary sections and elevations. Documents may include some combination of study models, perspective sketches, or digital representations. During the Schematic Design Phase the Architect will also make preliminary selections for building materials and building systems. Presentation drawings will be prepared that may include renderings or other artwork by graphic artists if requested and authorized by the Owner.

Should the Owner select the Construction Manager at Risk construction delivery method, the Architect will provide the Construction Manager with drawings and other documents as required for the Construction Manager to prepare a Schematic Design budget for the Project.

Design Development Phase: Based on the Owner's approval of the Schematic Design Documents and on the Owner's

authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents may also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

The Architect will provide the Construction Manager, if selected, with updated drawings, outline specifications, and other documents as required for the Construction Manager to update the Schematic Design budget for the Project.

Construction Documents Phase: Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. The Architect shall also assist the Owner by preparing the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

When the Construction Documents are approximately 50% complete the Architect will provide the Construction Manager, if selected, with updated drawings, outline specifications, and other documents as required for the Construction Manager to update the Design Development budget for the Project.

The CD's will become the part of the Construction Contract that defines and establishes the scope of work required for the project. Construction Documents will also be used to:

- Obtain bids from contractors
- Obtain a building permit
- Receive approval from the State of Texas regarding accessibility requirements

Bidding/Negotiations Phase: The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. During this phase the Architect will:

- Assist the Owner in selecting a general contractor
- Provide copies of the Construction Documents to the Owner, sub-contractors, and material suppliers
- Attend/Conduct a Pre-Bid Conference
- Answer questions from bidders
- Prepare and issue any addenda
- Assist the Owner in receiving bids or proposals
- Prepare construction contracts

Construction Administration Phase: After bids are accepted and a construction contract is signed, the Construction Administration

Phase of work will begin. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the either the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The Architect shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

The Architect shall be a representative of and shall advise and consult with the Owner during the administration of the Contract for Construction. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

- ***On-Site Construction Observation:*** The Architect, as a representative of the Owner, shall visit the site at intervals appropriate to the stage of the Contractor's operations to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, to endeavor to guard the Owner against defects and deficiencies in the Work, and to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

The Architect shall report to the Owner known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor. However, the Architect shall not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

The Architect shall at all times have access to the Work wherever it is in preparation or progress.

- ***Communications:*** Except as otherwise provided in this Agreement or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor through the Architect about matters arising out of or relating to the Contract Documents. Communications by and with the Architect's consultants shall be through the Architect.
- ***Contractor's Application for Payment:*** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Architect's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and

inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

The issuance of a Certificate for Payment shall not be a representation that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, reviewed construction means, methods, techniques, sequences or procedures, reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

- ***Architect's Right to Reject Work:*** The Architect shall have authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.
- ***Review of Shop Drawings and Submittals:*** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Architect shall specify appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor shall bear such professional's written approval when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

- ***Change Orders and Construction Change Directives:*** The Architect shall prepare Change Orders and Construction Change Directives, with supporting documentation and data if deemed necessary by the Architect for the Owner's approval and execution in accordance with the Contract Documents, and may authorize minor changes in the Work not involving an adjustment in the Contract Sum or an extension of the Contract Time which are consistent with the intent of the Contract Documents.
- ***Requests for Information (RFIs):*** The Architect will prepare supplemental drawings, written instructions, and other documents as required to respond to and answer Contractor generated "Requests for Information".
- ***Substantial Completion:*** The Architect shall conduct inspections to determine the date or dates of Substantial Completion and

the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

- ***Interpretations, Opinions, and Decisions of the Architect:*** The Architect shall interpret and decide matters concerning performance of the Owner and Contractor under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

Interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

The Architect shall render initial decisions on claims, disputes or other matters in question between the Owner and Contractor as provided in the Contract Documents. However, the Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

The Architect's decisions on claims, disputes or other matters in question between the Owner and Contractor, except for those relating to aesthetic effect, shall be subject to mediation as provided in this Agreement and in the Contract Documents.

SUPPLEMENTAL SERVICES: All Supplemental Services must be authorized by Owner prior to the service being performed. Supplemental services include Interior design services associated with the design, selection, and specifying of moveable furniture, fixtures, equipment, and interior specialties.

ADDITIONAL SERVICES: All Additional Services must be authorized by Owner prior to the service being performed. The following items are not included in the Basic Architectural Services and shall be considered Additional Services:

- Changing and/or modifying previously approved drawings
- Services of any consultants not included and identified in either Basic Architectural Design & Construction Services or Optional Services
- Preparing drawings, documents, and applications for approvals relating to land-use permits, zoning cases
- Board of Adjustments hearings, and/or environmental studies and/or attending public meetings, and hearings required for approvals of governmental authorities or others having jurisdiction over the Project
- Budget analysis
- Financial feasibility studies
- Platting or Surveys
- Environmental studies (Soils, Hazardous Materials, etc.)
- Coordination of separate Contractors or independent Consultant
- Detailed construction cost estimates
- Inventories of materials or equipment
- Preparation of measured drawings for existing conditions

- Preparation of "Record or As-built Documents"
- Services of independent cost estimators
- Preparation of additional drawings, specifications, and other materials associated with Owner generated Change Orders
- Services relating to LEED certification
- Construction Administration Services covered by this Agreement that have not been completed due to Contractor delays, within three (3) months of the final adjusted construction time frame, requiring an extension of the Architect's services beyond that final adjusted construction time frame shall be compensated as Additional Services

COMPENSATION:

Phase One - Pre-Design Services: Billed hourly with a maximum not to exceed \$14,750.

Phase Two - Basic Architectural Design & Construction Services of the Architect:

- For Services of the Architect: A fixed fee based upon 6% of the agreed upon final budget.
- For Services of Engineering Consultants: Fees by engineering consultants shall be a negotiated as a fixed fee after the exact scope of work is determined.

If, after this Agreement is executed, the Scope of Work and/or the Project's budget is increased the fixed fee shall be adjusted by the same percentage that the original fee was to the original budget.

Supplemental Services:

- Compensation for interior design services associated with the design, selection, and specifying of moveable furniture, fixtures, equipment, and interior specialties shall be provided on a basis of ten percent (10%) of the purchase and installation cost of these items.
- Compensation for any specialty consultants shall be negotiated fee for the work to be performed.

Additional Services:

- Compensation for Additional Services shall be based upon a negotiated fee for the additional work to be performed or shall be billed hourly. All additional services must be authorized by Owner prior to the service being performed.
- Compensation for Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus ten percent (10%).

HOURLY RATES: The hourly billing rates for services of the Architect and the Architect's employees are set forth below.

Principal Time:	\$150.00/hour
Senior Architect:	\$125.00/hour
Interior Designer:	\$125.00/hour
Project Manager:	\$115.00/hour
Interns/Technical:	\$90.00/hour

For the purposes of this Proposal Ron Hobbs and Wadona Stich are principals.

REIMBURSABLE EXPENSES: Reimbursable expenses incurred by the Architect and the Architect's consultants (printing, plotting, renderings and artwork by graphic artists, delivery charges, TAS filing fees) are in addition to the base fee and will be billed at a rate of 1.1 x the expense.

COMPENSATION BY PHASES: The proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase.....	Twenty percent	(20%)
Design Development Phase.....	Fifteen percent	(15%)
Construction Documents Phase.....	Forty percent	(40%)
Bidding/Negotiation Phase.....	Five percent	(5%)
Construction Phase.....	Twenty percent	(20%)
Total Basic Compensation.....	One Hundred percent	(100%)

PAYMENTS: Monthly invoices will be sent for the amount of work completed in the prior month. The Architect shall submit, on or about the last day of each month, an invoice for Basic Services, Reimbursable Expenses, and Additional Services for the work completed to date. Payments shall be made to the Architect within thirty (30) days from the date of the invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, other sums withheld on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

INITIAL PAYMENT: Zero (\$0.00).

MISCELLANEOUS PROVISIONS:

Architect's Accounting Records: Architect's accounting records related to reimbursable expenses, hourly services, and/or additional services shall be available for review by the Owner upon request.

Termination, Suspension, or Abandonment: This Agreement can be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination.

Ownership and Use of Documents: All documents prepared by the Architect shall remain the property of the Architect.

Mediation: Upon written consent of both parties, claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement may be subject to and decided by mediation.

Request for mediation shall be made within a reasonable time after the claim, dispute, or matter in question has arisen. In no event shall the request be made after the date when institution of legal or equitable proceedings base on the matter in question would be barred by any applicable statutes of limitations. The award rendered by the mediator shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

Successors and Assigns: The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.



Ron Hobbs, AIA - Managing Partner

RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP

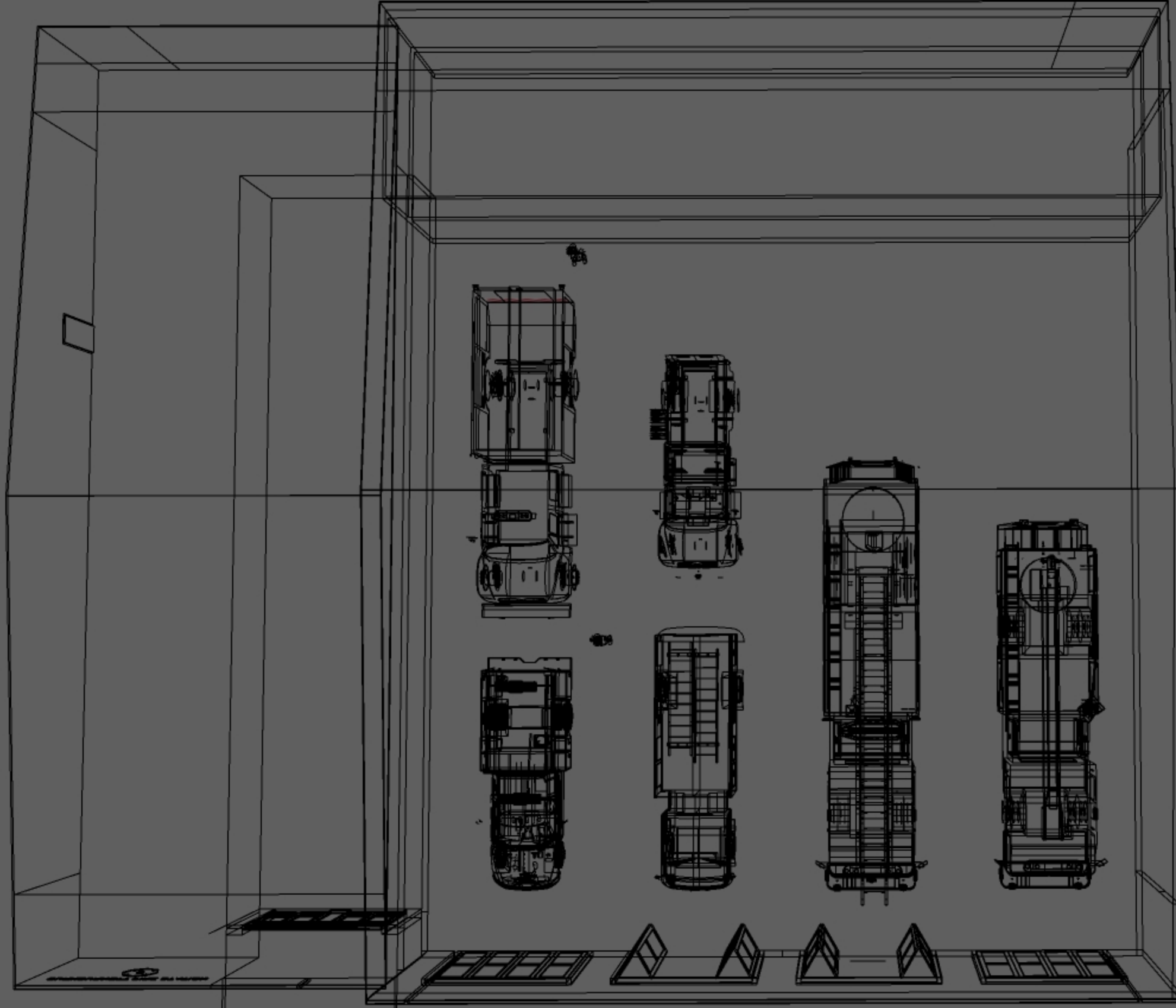
City of Burkburnett, Texas

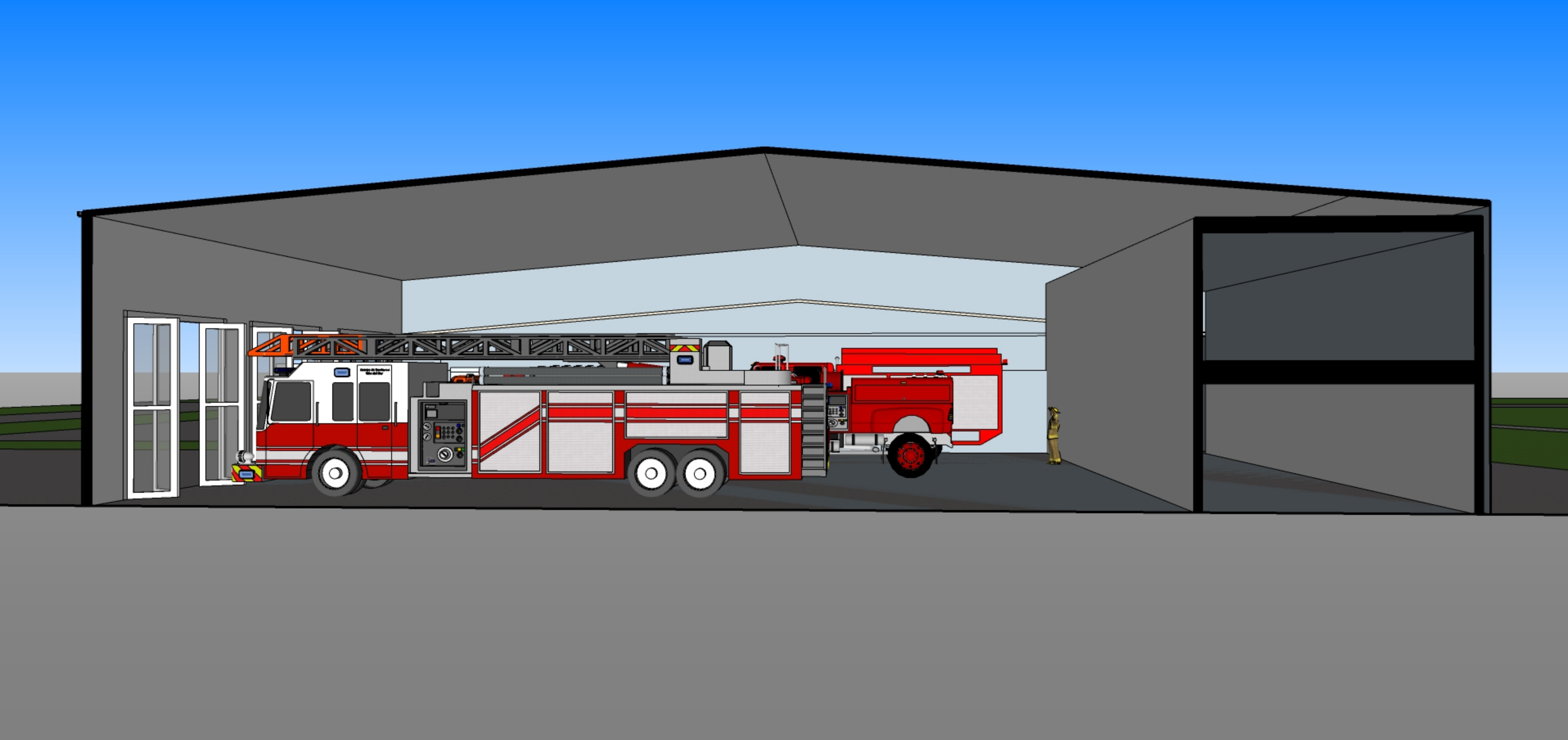


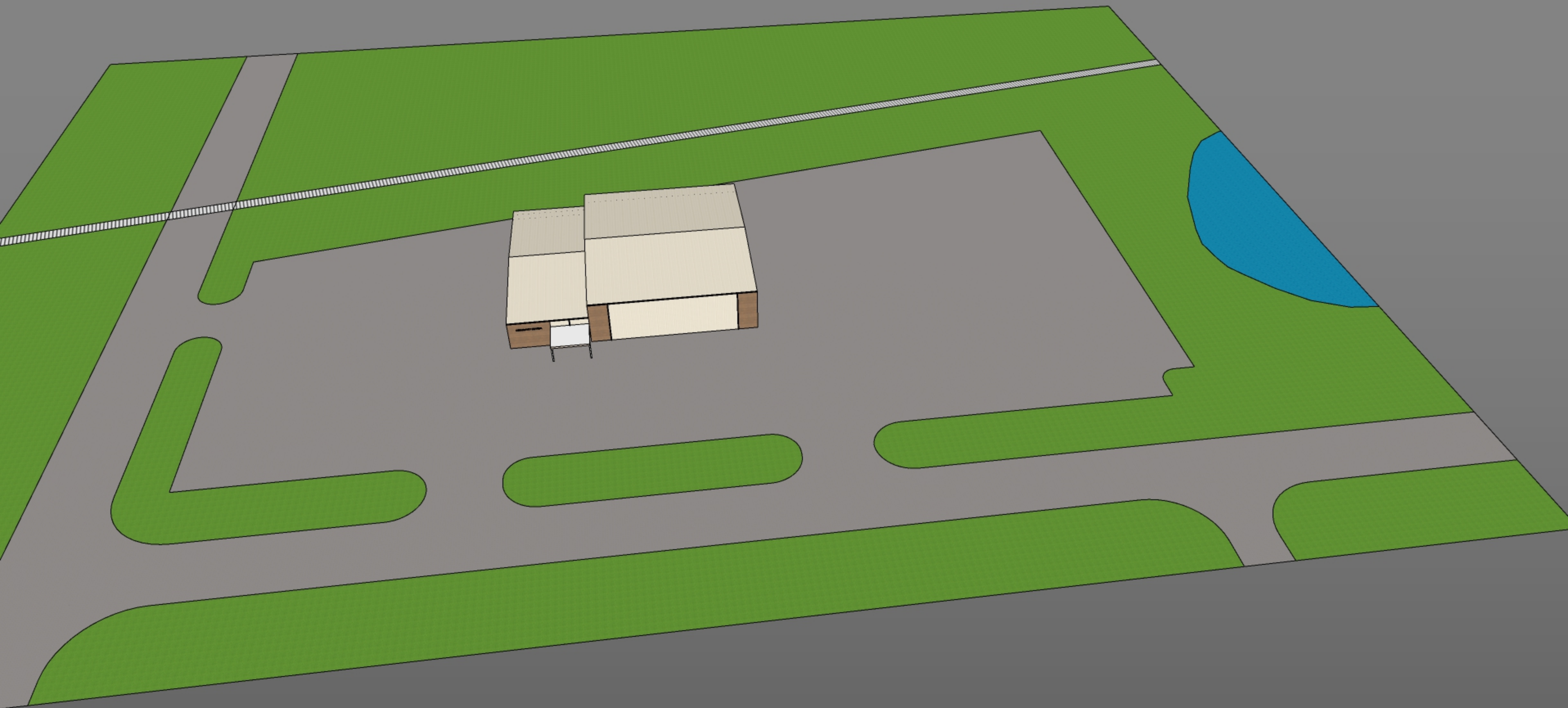
COMMUNITY CENTER













Owner-Architect Agreement

Burkburnett Community Center

Owner-Architect Agreement

PROJECT:

Burkburnett Community Center
Burkburnett, Texas 76354

OWNER:

City of Burkburnett, Texas
501 Sheppard Road
Burkburnett, Texas 76354

ARCHITECT:

RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP
614 West Main Street, Suite #200
Garland, Texas 75040

DATE: November 15, 2020

PROJECT DESCRIPTION: The Project involves the planning, design, and construction of a new Community/Event Center. Work will be provided into two phases of service. Individual phases include:

Phase One - Pre-Design Services

Phase Two - Architectural Design & Construction Services.

PROJECT BUDGET: To be determined

OWNER PROVIDED INFORMATION: The Owner will be responsible for providing the following:

- Property survey (boundary, utilities, & topographic information)
- Geotechnical report
- Building environmental report

PRE-DESIGN SERVICES: Pre-design services will include the following:

- Project Kick-Off Meeting
- Data Collection
- Code Research
- Architectural Programming
- Visits to Similar Facilities
- Site Analysis
- Conceptual Design
- Initial Project Budget

- Presentations

Project Kick-off Meeting: At the beginning of the project, a kick-off meeting will be held with you and our design team. The meeting will be used to define roles and responsibilities, establish the project's schedule, identify dates for all critical meetings and milestones, confirm methods and procedures, and establish your design goals. In addition we will review the preliminary list of data and information needed by the design team, identify the appropriate sources for existing data pertaining to the project. Most importantly, the kick-off meeting to allow all participants will have an opportunity to share their vision and goals for the project

Data Collection: We will collect all pertinent information relating to the proposed project and its site. Information may include drawings of the existing building, property surveys, and any other data related to the property and existing building. Once collected, we will analyze and review all information relevant to future planning and design decisions.

Code Research: Prior to commencing any design work we conduct a thorough review and analysis of the applicable building code, zoning ordinance, and development codes. All items that affect future design considerations such as occupancy type and occupancy load, construction types, allowable areas and heights, fire ratings, building setbacks, zoning and platting requirements, parking requirements, and allowable materials are documented.

Architectural Design Program: The process of developing an architectural design program involves identifying and defining each need, establishing square footage needs, and establishing the functional requirements for each portion of the project. Architectural programming helps us to gain a thorough understanding of your goals and objectives for the project. In order to assure total success, we will work closely with you to develop the Architectural Design Program.

Visits to Similar Projects: During the Programming Phase of work, we propose that our design team members and the City's representatives visit similar projects. These visits will help all participants understand the opportunities and issues that relate to this project.

Site Analysis: We will inspect the site to verify all project related information such as existing land use, traffic patterns, site ingress and egress, topography, drainage, utilities, fire lanes, and any other site elements that will impact our design decisions. Detailed consideration will also be given to any adjacent existing buildings and neighborhoods.

Conceptual Design: Studies Based upon information and knowledge gained from our analysis of the existing building, building & development codes, and studying the property we will prepare conceptual design studies that show how your stated design goals can be achieved. Conceptual design drawings may include floor plans, 3-D sketches, exterior elevations, and site plan.

Initial Project Budget: At the beginning of the project we can assist you in establishing an "Initial Project Budget". This initial budget is based upon current square foot costs for this building type. The size of the project will be based upon the preliminary program square footage projections as identified in the architectural design program. The initial project budget will include the following:

- Building Construction
- Demolition and Abatement Costs
- Sitework
- Parking & Sidewalks
- Utilities

- Landscaping
- Furniture
- Audio/Visual
- Equipment
- Telephone/Data
- Security Systems
- Professional Fees
- Surveying
- Materials Testing
- Printing & Other Miscellaneous Expenses
- Contingency

BASIC ARCHITECTURAL DESIGN & CONSTRUCTION SERVICES: This Agreement includes the services normally considered as basic architectural services. These services will include the services of the Architect and the usual and customary structural, mechanical, electrical, plumbing engineering services.

Basic architectural services will include the following Phases of work:

- Schematic Design Phase
- Design Development Phase
- Construction Documents Phase
- Bidding/Negotiations Phase
- Construction Administration Phase

Schematic Design Phase: The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall evaluate the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of any inconsistencies discovered in the information and other information or consulting services that may be reasonably needed for the Project.

The Architect will use the Owner's architectural design program to develop design concepts for the Project. Schematic Design Documents shall consist of drawings and other documents including floor plans, site plan, and, if appropriate, preliminary sections and elevations. Documents may include some combination of study models, perspective sketches, or digital representations. During the Schematic Design Phase the Architect will also make preliminary selections for building materials and building systems. Presentation drawings will be prepared that may include renderings or other artwork by graphic artists if requested and authorized by the Owner.

Should the Owner select the Construction Manager at Risk construction delivery method, the Architect will provide the Construction Manager with drawings and other documents as required for the Construction Manager to prepare a Schematic Design budget for the Project.

Design Development Phase: Based on the Owner's approval of the Schematic Design Documents and on the Owner's

authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents may also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

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Construction Documents Phase: Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Project. The Architect shall also assist the Owner by preparing the necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and Contractor.

When the Construction Documents are approximately 50% complete the Architect will provide the Construction Manager, if selected, with updated drawings, outline specifications, and other documents as required for the Construction Manager to update the Design Development budget for the Project.

The CD's will become the part of the Construction Contract that defines and establishes the scope of work required for the project. Construction Documents will also be used to:

- Obtain bids from contractors
- Obtain a building permit
- Receive approval from the State of Texas regarding accessibility requirements

Bidding/Negotiations Phase: The Architect, following the Owner's approval of the Construction Documents and of the latest preliminary estimate of Construction Cost, shall assist the Owner in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. During this phase the Architect will:

- Assist the Owner in selecting a general contractor
- Provide copies of the Construction Documents to the Owner, sub-contractors, and material suppliers
- Attend/Conduct a Pre-Bid Conference
- Answer questions from bidders
- Prepare and issue any addenda
- Assist the Owner in receiving bids or proposals
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Construction Administration Phase: After bids are accepted and a construction contract is signed, the Construction Administration

Phase of work will begin. The Architect's responsibility to provide Basic Services for the Construction Phase under this Agreement commences with the award of the initial Contract for Construction and terminates at the either the issuance to the Owner of the final Certificate for Payment or 60 days after the date of Substantial Completion of the Work.

The Architect shall provide administration of the Contract for Construction as set forth below and in the current edition of AIA Document A201, General Conditions of the Contract for Construction, current as of the date of this Agreement, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement only to the extent that they are consistent with this Agreement or approved in writing by the Architect.

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inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect.

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- ***Review of Shop Drawings and Submittals:*** The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

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the date of final completion, shall receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor, and shall issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

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Interpretations and decisions of the Architect shall be consistent with the intent of the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions so rendered in good faith.

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ADDITIONAL SERVICES: All Additional Services must be authorized by Owner prior to the service being performed. The following items are not included in the Basic Architectural Services and shall be considered Additional Services:

- Changing and/or modifying previously approved drawings
- Services of any consultants not included and identified in either Basic Architectural Design & Construction Services or Optional Services
- Preparing drawings, documents, and applications for approvals relating to land-use permits, zoning cases
- Board of Adjustments hearings, and/or environmental studies and/or attending public meetings, and hearings required for approvals of governmental authorities or others having jurisdiction over the Project
- Budget analysis
- Financial feasibility studies
- Platting or Surveys
- Environmental studies (Soils, Hazardous Materials, etc.)
- Coordination of separate Contractors or independent Consultant
- Detailed construction cost estimates
- Inventories of materials or equipment
- Preparation of measured drawings for existing conditions

- Preparation of "Record or As-built Documents"
- Services of independent cost estimators
- Preparation of additional drawings, specifications, and other materials associated with Owner generated Change Orders
- Services relating to LEED certification
- Construction Administration Services covered by this Agreement that have not been completed due to Contractor delays, within three (3) months of the final adjusted construction time frame, requiring an extension of the Architect's services beyond that final adjusted construction time frame shall be compensated as Additional Services

COMPENSATION:

Phase One - Pre-Design Services: Billed hourly with a maximum not to exceed \$16,000.

Phase Two - Basic Architectural Design & Construction Services:

- For Services of the Architect: A fixed fee based upon 6% of the agreed upon final budget.
- For Services of Engineering Consultants: Fees by engineering consultants shall be a negotiated as a fixed fee after the exact scope of work is determined.

If, after this Agreement is executed, the Scope of Work and/or the Project's budget is increased the fixed fee shall be adjusted by the same percentage that the original fee was to the original budget.

Supplemental Services:

- Compensation for interior design services associated with the design, selection, and specifying of moveable furniture, fixtures, equipment, and interior specialties shall be provided on a basis of ten percent (10%) of the purchase and installation cost of these items.
- Compensation for any specialty consultants (acoustical, A/V, etc) shall be negotiated fee for the work to be performed.

Additional Services:

- Compensation for Additional Services shall be based upon a negotiated fee for the additional work to be performed or shall be billed hourly. All additional services must be authorized by Owner prior to the service being performed.
- Compensation for Additional Services of the Architect's consultants shall be the amount invoiced to the Architect plus ten percent (10%).

HOURLY RATES: The hourly billing rates for services of the Architect and the Architect's employees are set forth below.

Principal Time:	\$150.00/hour
Senior Architect:	\$125.00/hour
Interior Designer:	\$125.00/hour
Project Manager:	\$115.00/hour
Interns/Technical:	\$90.00/hour

For the purposes of this Proposal Ron Hobbs and Wadona Stich are principals.

REIMBURSABLE EXPENSES: Reimbursable expenses incurred by the Architect and the Architect's consultants (printing, plotting,

renderings and artwork by graphic artists, out-of-town travel, delivery charges, TAS filing fees) are in addition to the base fee and will be billed at a rate of 1.1 x the expense.

COMPENSATION BY PHASES: The proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase.....	Twenty percent	(20%)
Design Development Phase.....	Fifteen percent	(15%)
Construction Documents Phase.....	Forty percent	(40%)
Bidding/Negotiation Phase.....	Five percent	(5%)
Construction Phase.....	Twenty percent	(20%)
Total Basic Compensation.....	One Hundred percent	(100%)

PAYMENTS: Monthly invoices will be sent for the amount of work completed in the prior month. The Architect shall submit, on or about the last day of each month, an invoice for Basic Services, Reimbursable Expenses, and Additional Services for the work completed to date. Payments shall be made to the Architect within thirty (30) days from the date of the invoice. No deductions shall be made from the Architect's compensation on account of penalty, liquidated damages, other sums withheld on account of the cost of changes in the Work other than those for which the Architect is held legally liable.

INITIAL PAYMENT: Zero (\$0.00).

MISCELLANEOUS PROVISIONS:

Architect's Accounting Records: Architect's accounting records related to reimbursable expenses, hourly services, and/or additional services shall be available for review by the Owner upon request.

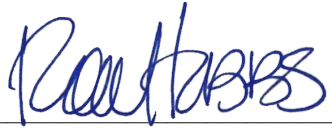
Termination, Suspension, or Abandonment: This Agreement can be terminated by either party upon not less than seven (7) days written notice should the other party fail substantially to perform in accordance with the terms of the Agreement through no fault of the party initiating the termination.

Ownership and Use of Documents: All documents prepared by the Architect shall remain the property of the Architect.

Mediation: Upon written consent of both parties, claims, disputes, or other matters in question between the parties to this Agreement arising out of or relating to this Agreement may be subject to and decided by mediation.

Request for mediation shall be made within a reasonable time after the claim, dispute, or matter in question has arisen. In no event shall the request be made after the date when institution of legal or equitable proceedings base on the matter in question would be barred by any applicable statutes of limitations. The award rendered by the mediator shall be final, and judgement may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Unless otherwise specified, this Agreement shall be governed by the law of the principal place of business of the Architect.

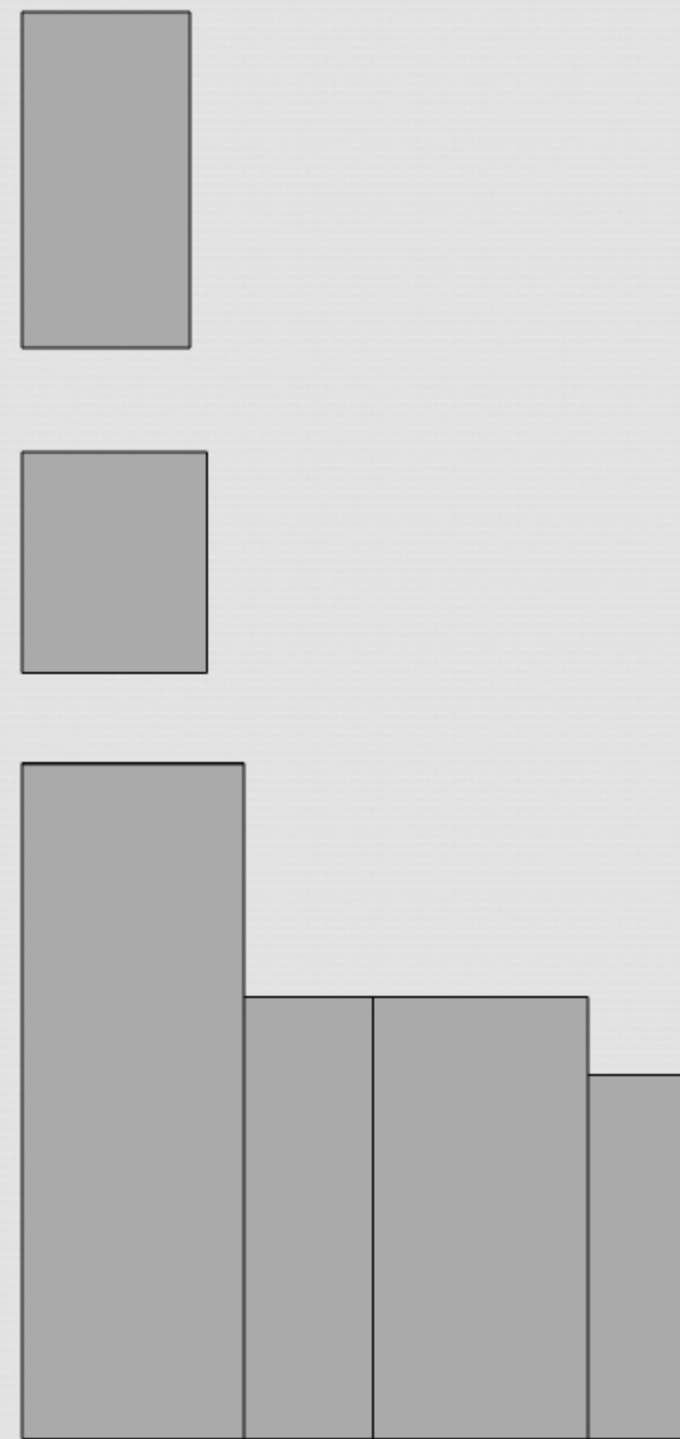
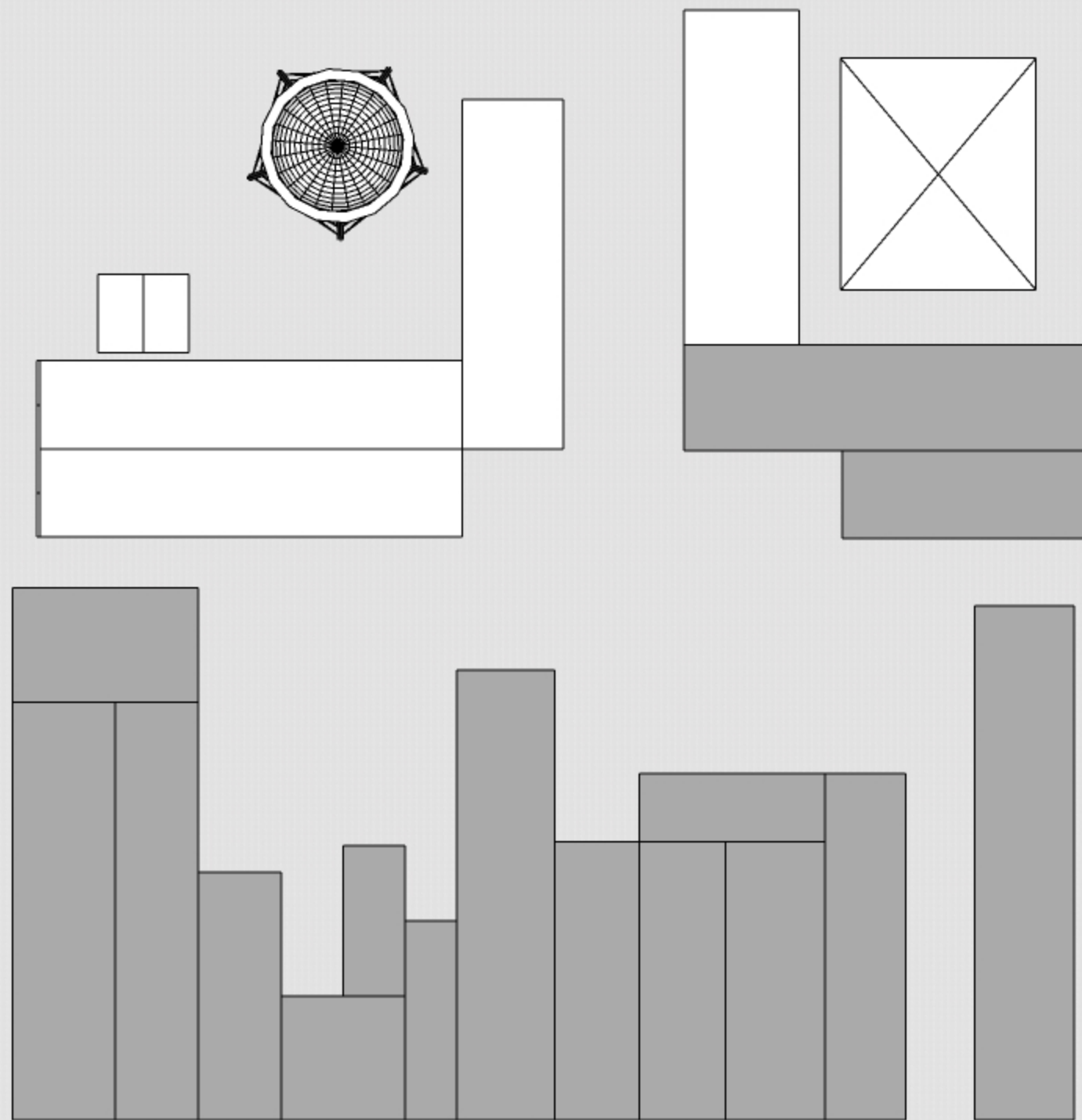
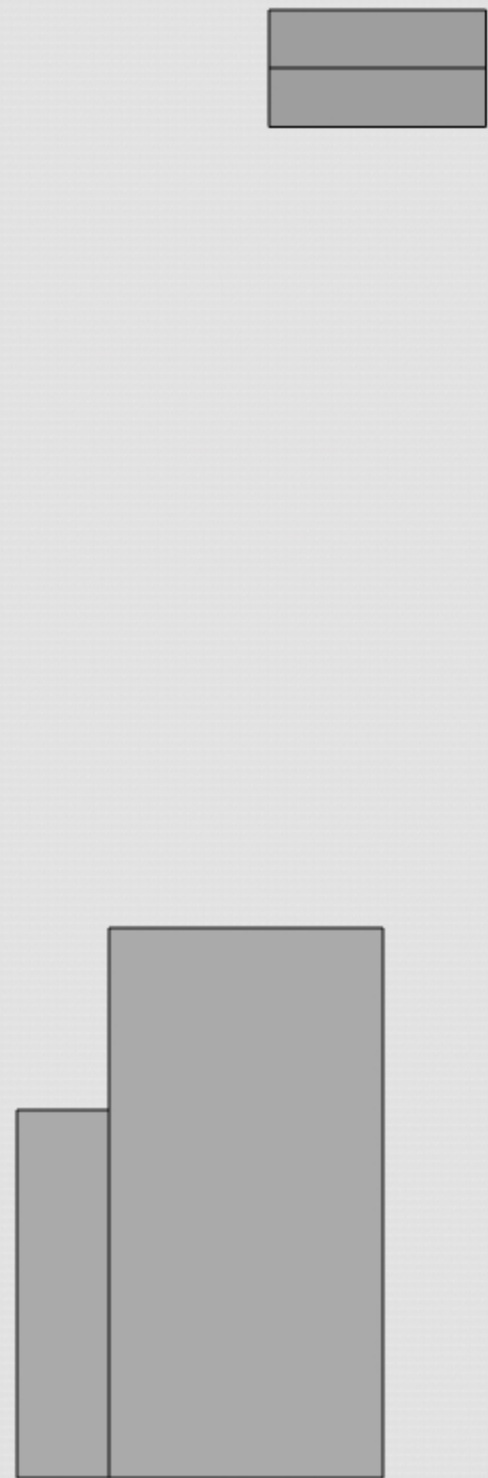
Successors and Assigns: The Owner and the Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Owner nor the Architect shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

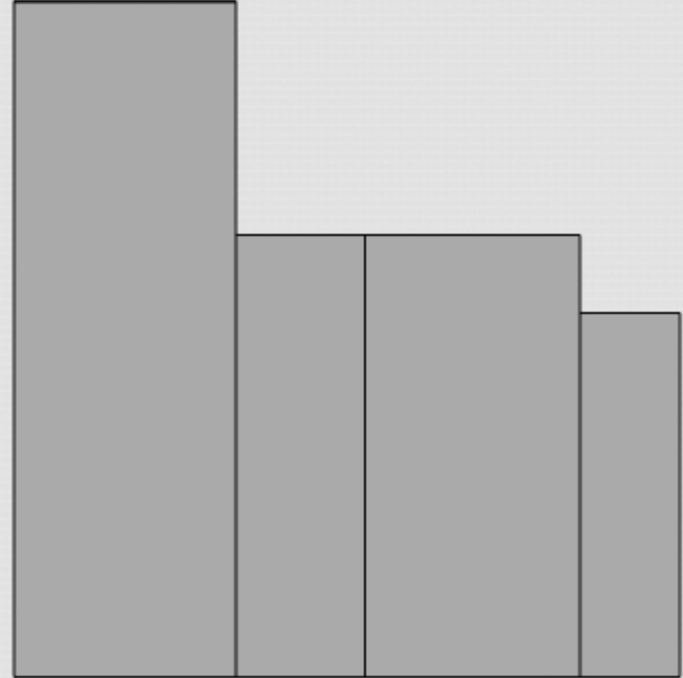
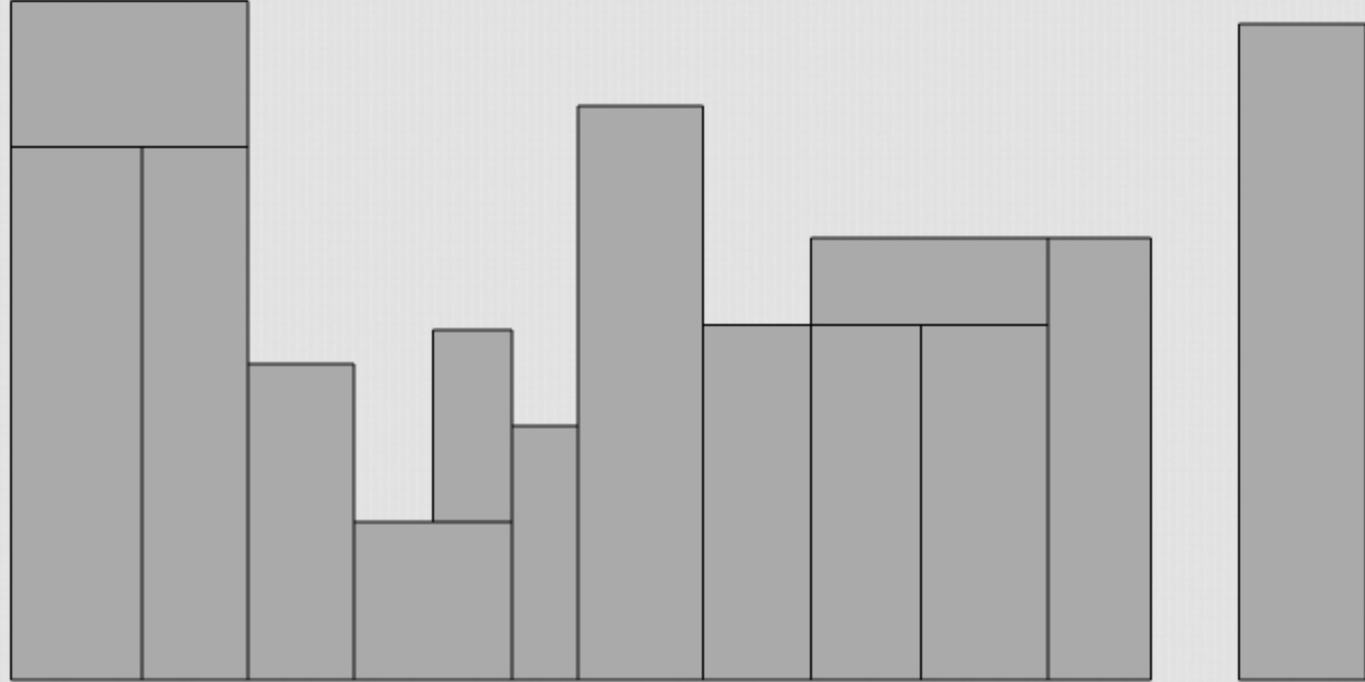
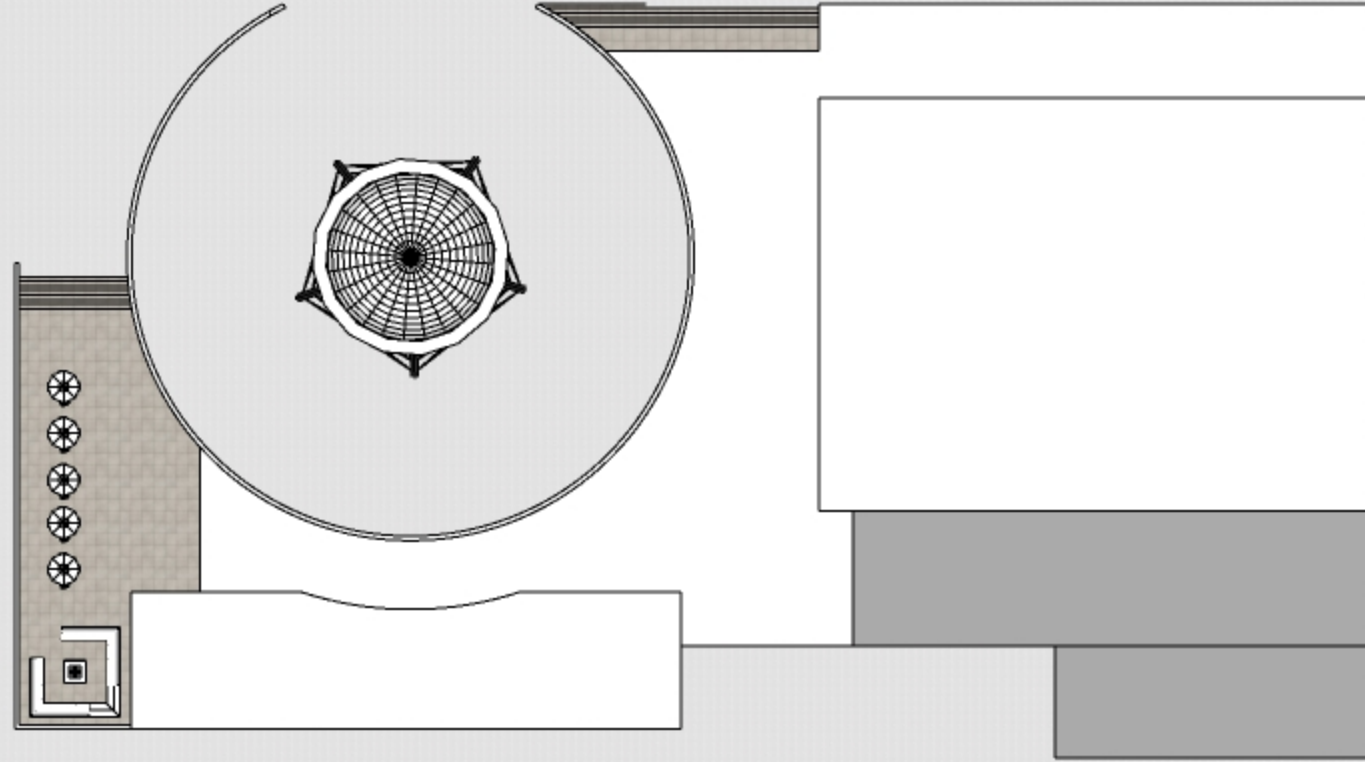
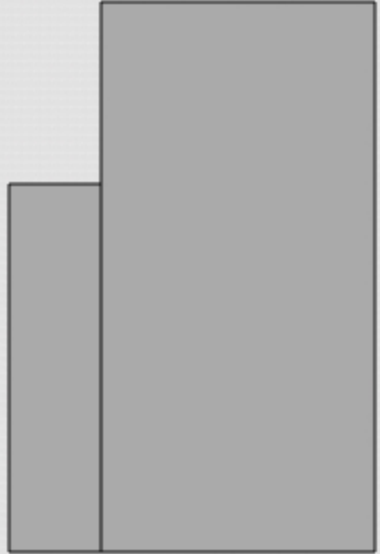
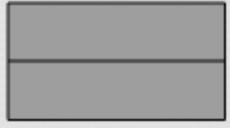


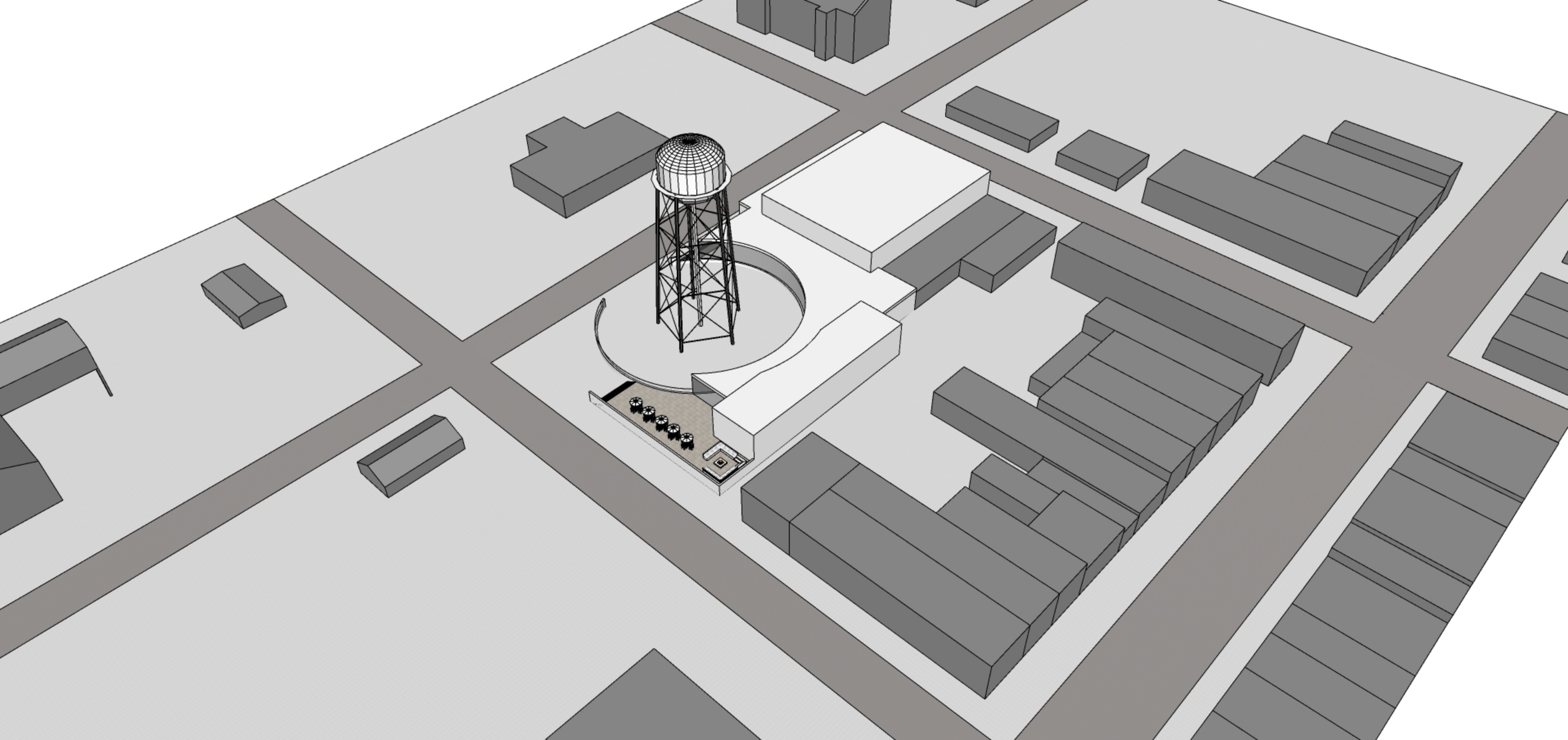
Ron Hobbs, AIA - Managing Partner
RON HOBBS ARCHITECTURE & INTERIOR DESIGN, LLP

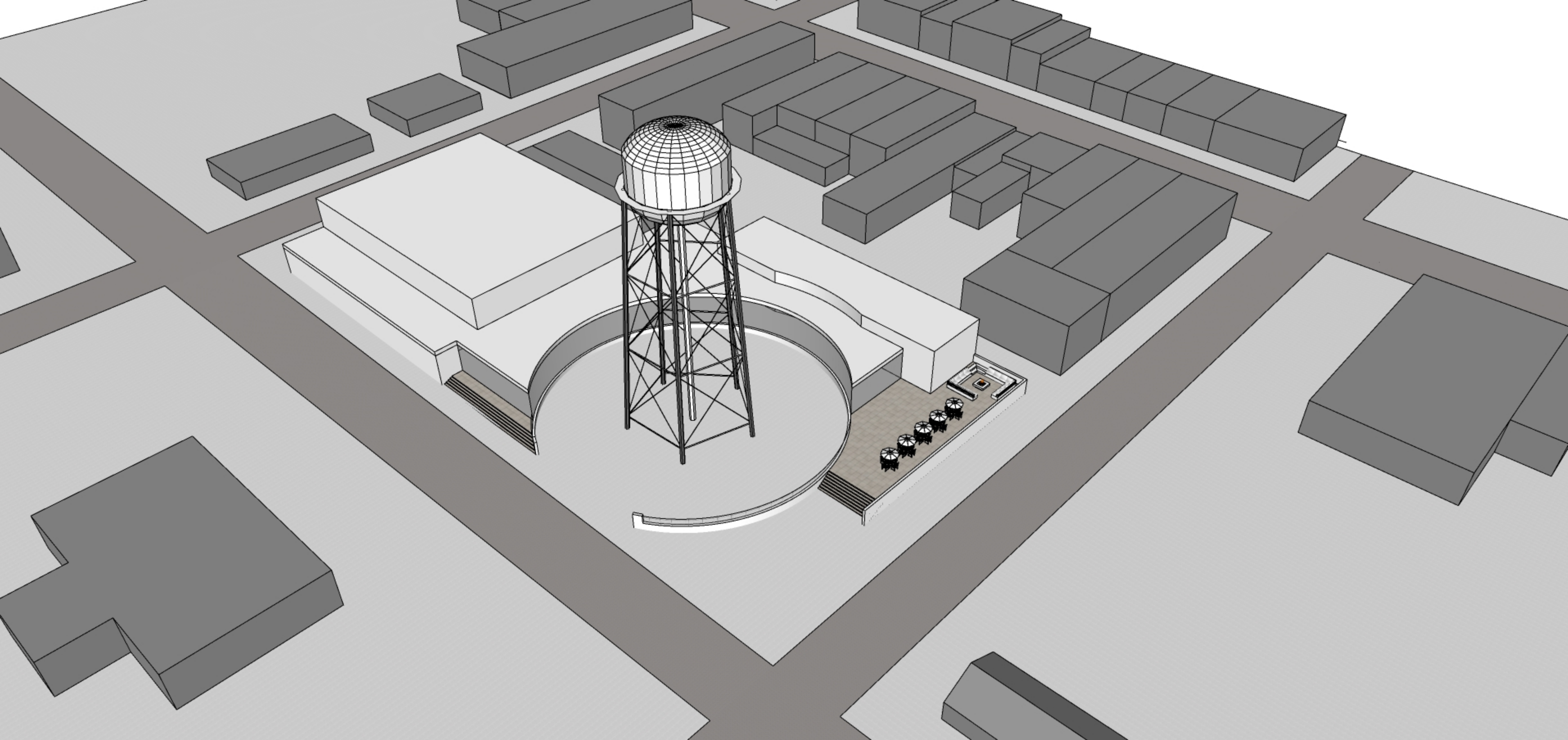
City of Burkburnett, Texas

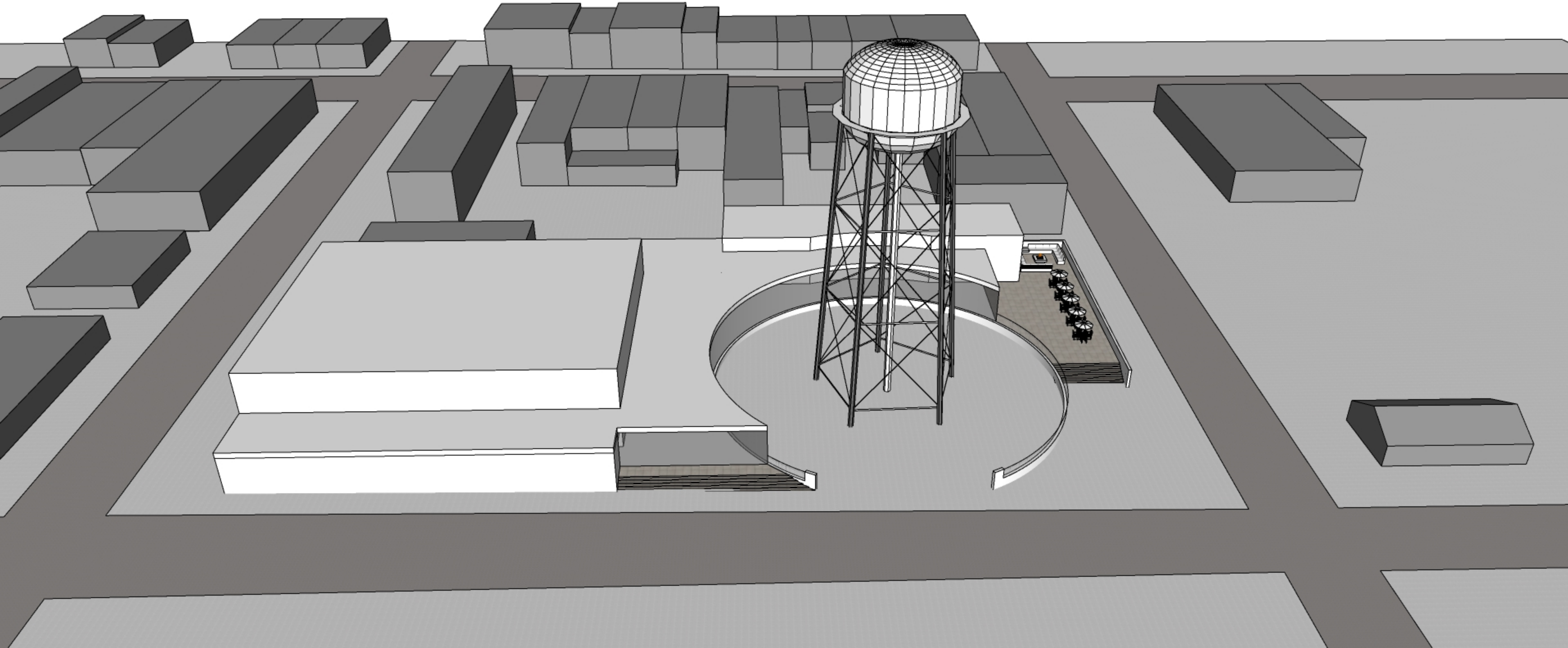




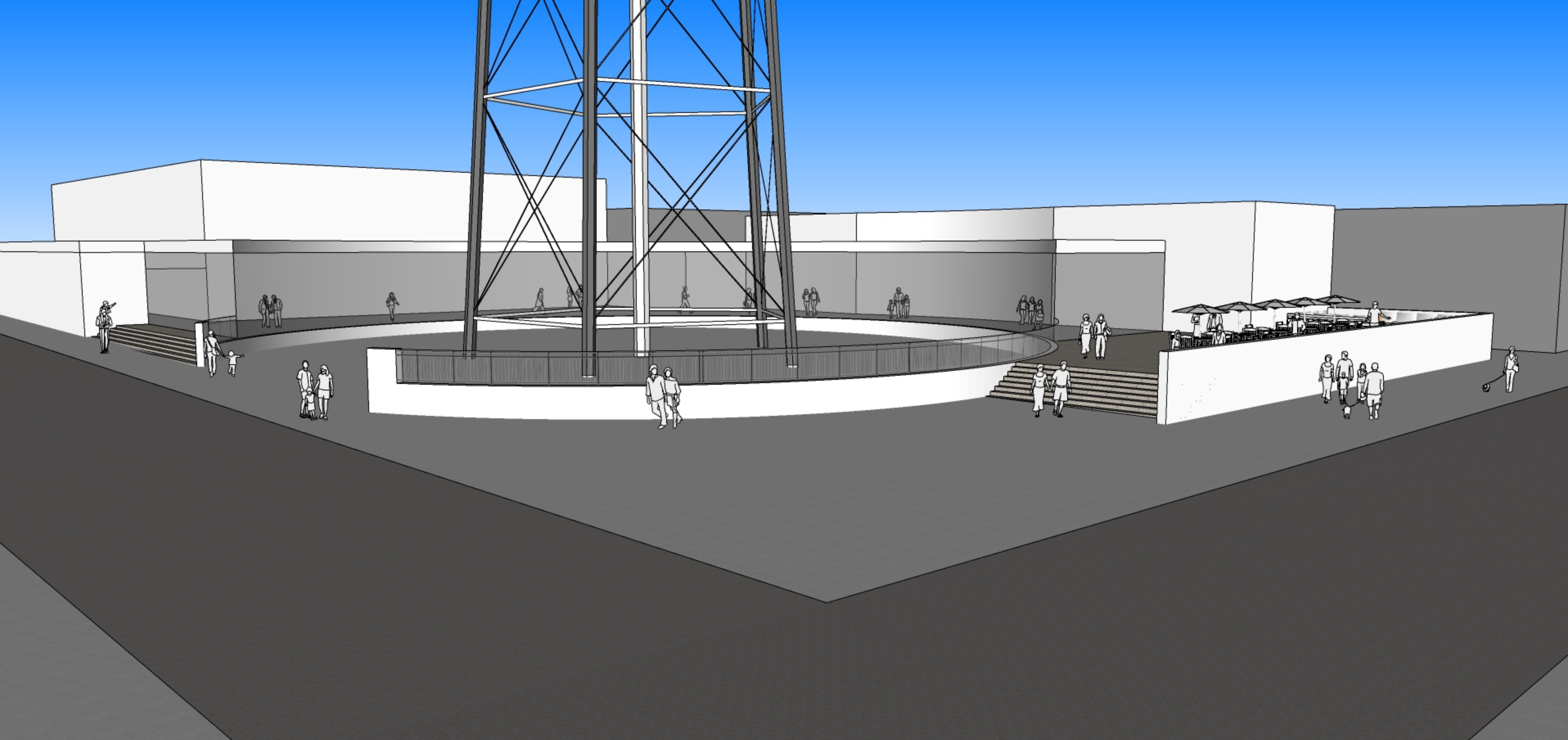












ORDINANCE NUMBER 988

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS AMENDING THE FISCAL YEAR 2021 GENERAL FUND FIRE AND PARKS/RECREATION DEPARTMENTS BUDGET FOR PRE-DESIGN ARCHITECT SERVICES: FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, throughout the course of the budget year, events occur that require adjustments to be made to the current budget and or specifically the General Fund Fire and Parks/Recreation Department; and

WHEREAS, to provide an accurate record of the City's expenses, the General Fire Department and General Parks Department be amended for Pre-Design Architect Services.

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

SECTION 1. There is a need for Pre-Design Architect Services for the Fire Department and the Park/Recreation Department Budget as follows:

<u>ACCOUNT #</u>	<u>ACCOUNT NAME</u>	<u>AMOUNT</u>
Expenses		
Increase		
01-406-4262	Contract Services	+\$14,750.00
Fire Department		
01-409-4262	Contract Services	+\$16,000.00
Parks/Recreation Department		
Decrease		
01-1160	General Fund MM / Prior Year Unrestricted Fund Balance	-\$30,750.00

SECTION 2. In the event any one or more of the provisions of this Ordinance should be declared to be invalid, unenforceable, or illegal, such invalidity, unenforceability, or illegality shall not affect the validity, enforcement, or legality of the remaining portions of this Ordinance.

SECTION 3. It is hereby officially found and determined that the meeting at which this Ordinance is passed was open to the public as required by law and that public notice of time, place, and purpose of said meeting was given as required by law.

PASSED AND APPROVED ON THIS THE 21ST DAY OF DECEMBER 2020.

Carl Law, Mayor

ATTEST:

Margie Poole City Clerk

ORDINANCE NUMBER 989

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS, AMENDING TITLE V: PUBLIC WORKS OF THE CODE OF ORDINANCES BY AMENDING SECTIONS SETTING FEES AND ADDING CHAPTER 55: PUBLIC WORKS FEE SCHEDULE; SETTING FEES CHARGED FOR SERVICES PROVIDED BY THE PUBLIC WORKS DEPARTMENT AND WATER BILLING DEPARTMENT; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has recently conducted a review of its public works and utility fees and has determined that the fees need to be updated to reflect the City cost for reviewing and processing applications for public works and utility billing; and

WHEREAS, the Board of Commissioners finds that it is in the best interest of the City to adopt fees necessary to cover the costs of reviewing and processing applications for public works permits and services and for water billing services.

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

Part 1. Enacted

THAT the Code of Ordinances Title V: Public Works is amended by amending sections 53.22, 53.25, 53.28, 53.29 and 53.51 and adding the Chapter 5: Public Works Fee Schedule, which shall read as follows:

§ 53.22 WATER SECURITY DEPOSITS.

(A) The rates for residential and commercial water security deposits set by the Board of Commissioners shall be included in Chapter 55 of the Code of Ordinances.

§ 53.25 RETURNED CHECK FEE.

A service charge, as set forth in Chapter 55 of the Code of Ordinances, will be charged to the water bill for every insufficient check.

§ 53.28 LATE CHARGE FEE.

A late charge fee as set forth in Chapter 55 of the Code of Ordinances will be added to a customer's water bill if paid after the due date posted on the bill.

§ 53.29 AUTOMATIC METER RATES.

The prices for the new automatic meter reading water meters are set forth in Chapter 55 of the Code of Ordinances

§ 53.51 WATER RATES AND CHARGES.

(B) Tap fees. Any qualified non-city user desiring to tap onto a water main shall pay the fee schedule set forth in Chapter 55 of the Code of Ordinances.

Chapter 55: Public Works Fee Schedule

§ 55.01 Public Works Fee Schedule

Service		Fee
Issuance Fee	Payable on all permits issued by the Public Works Department in addition to other fees set out below	\$25.00
Water Well		\$50.00
Sewer Tap		\$125.00
Water Meter Sets	3/4" with existing tap	\$500.00
	3/4" without existing tap	\$900.00
	1"	\$1,200.00
	1 ½"	\$2,000.00
	2"	\$2,500.00
	3"	\$4,000.00
Road Bore for Meter Tap		\$500.00
Fire Hydrant Meter Deposit		\$1,000.00
Utility Service Deposits	Residential	\$100.00
	Residential Tenant	\$125.00
	Commercial	\$150.00
	Multi-Family	\$100.00
		+ \$25.00 per each additional unit not to exceed \$500.00

Delinquent Account		\$25.00 per month
Insufficient Funds/Returned Check		\$30.00
Late Charge		10% of the total bill
Recheck Fee		\$25.00
Data Log Fee		\$25.00
Meter Test		\$25.00
Cut Lock Fee		\$50.00
Fee to repair unintentional damage to valve or City water line by customer while turning off water		\$100.00
Pull Meter		\$50.00
Customer Service Inspection		\$75.00
Curb Cut/Driveways		\$50.00
Culvert Sets		\$50.00
Brush Truck Fee		\$45.00 for 30 minutes +\$10 per each additional hour

PART II: REPEALER

All ordinances or parts of ordinances in force when the provisions of this Ordinance become effective, which are inconsistent or are in conflict with the terms and provisions contained in this Ordinance, are hereby repealed only to the extent of any such conflict.

PART III: SEVERABILITY

It is hereby declared to be the intention of the Board of Commissioners that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance be severable, and if any phrase, clause, sentence, paragraph or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this Ordinance, and the remainder of this Ordinance shall be enforced as written.

PART IV: COMPLIANCE WITH TEXAS OPEN MEETINGS ACT

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

PART V: EFFECTIVE DATE

This Ordinance shall take effect after publication in accordance with State law.

**PASSED AND APPROVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF
BURKBURNETT, TEXAS ON THIS 21ST DAY OF DECEMBER 2020**

Carl Law, Mayor

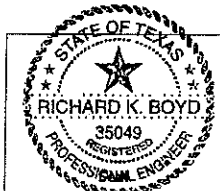
ATTEST:

Margie Poole, City Clerk

City of Burk Burnett

TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Act.	Materials/Facilities	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
1a	6" C-900 water line	\$30.00	LF	3,080.00	\$92,400.00	\$0.00	\$0.00	\$92,400.00
1a	Tapping Valves	\$2,500.00	EA	4.00	\$10,000.00	\$0.00	\$0.00	\$10,000.00
1a	6" Gate Valves	\$800.00	EA	4.00	\$3,200.00	\$0.00	\$0.00	\$3,200.00
1a	Fire Hydrant Assembly	\$3,500.00	EA	4.00	\$14,000.00	\$0.00	\$0.00	\$14,000.00
1a	Services	\$900.00	EA	28.00	\$25,200.00	\$0.00	\$0.00	\$25,200.00
1a	Pavement Repair	\$43.00	LF	1,350.00	\$58,050.00	\$0.00	\$0.00	\$58,050.00
4	Street Rehabilitation	\$37.50	SY	2,100.00	\$78,750.00	\$0.00	\$0.00	\$78,750.00
30	Engineering	\$0.00		0.00	\$0.00	\$0.00	\$34,500.00	\$34,500.00
					\$281,600.00	\$0.00	\$34,500.00	\$316,100.00



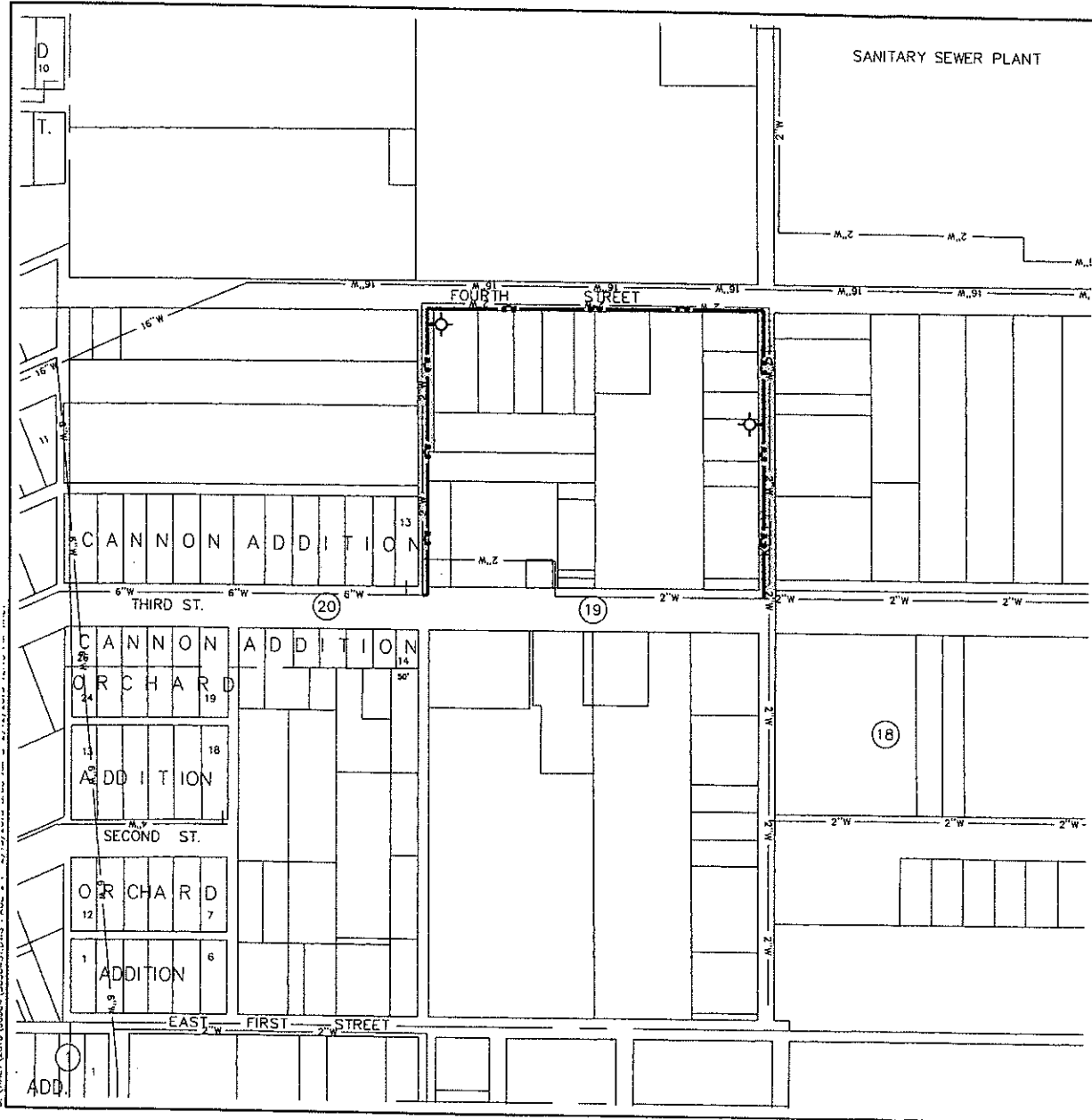
Richard K. Boyd

Signature of Registered Engineer/Architect Responsible For Budget Justification:


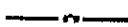

2/12/2015 940-723-1455

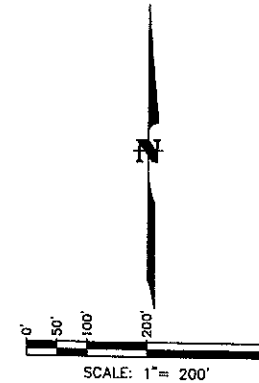
Date: Phone Number

Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.



LEGEND

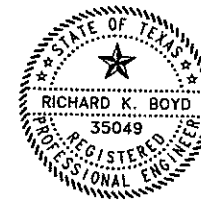
-  PROPOSED FIRE HYDRANT
-  PROPOSED 6" WATER LINE
-  PROPOSED STREET REHABILITATION



2015-2016 TCDP GRANT APPLICATION FOR CITY OF BURBURNETT, TEXAS

FEBRUARY, 2015
SCALE: 1" = 200'

PREPARED BY
CORLETT, PROBST & BOYD, P.L.L.C.
ENGINEERS & SURVEYORS
4605 OLD JACKSBORO HIGHWAY
WICHITA FALLS, TEXAS 76302
PHONE (940) 723-1455



Richard K. Boyd 2/12/2015
RICHARD K. BOYD
REGISTERED PROFESSIONAL ENGINEER NO. 35049

RESOLUTION NUMBER 692

A RESOLUTION OF THE CITY OF BURKBURNETT AUTHORIZING THE FILING OF A GRANT APPLICATION WITH THE NORTEX RPC FOR A DOWNTOWN REVITALIZATION PROJECT TO BE DETERMINED AT A LATER DATE FROM THE TEXAS DEPARTMENT OF AGRICULTURE; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACT ON BEHALF OF THE CITY IN ALL MATTERS RELATED TO THE APPLICATION; AND PLEDGING THAT IF A GRANT IS RECEIVED THE CITY OF BURKBURNETT WILL COMPLY WITH THE GRANT REQUIREMENTS OF THE NORTEX RPC, THE TEXAS DEPARTMENT OF AGRICULTURE AND THE STATE OF TEXAS.

WHEREAS, the City of BURKBURNETT, Texas contingent on receiving a 2021 Downtown Revitalization Program (DRP) from the Texas Community Development Block Grant Program (TxCDBG) ranging from \$50,000 to \$350,000.00 to help fund a DRP Project to be determined (TBD) at a later date from the Texas Department of Agriculture (TDA), and

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CITY OF BURKBURNETT, TEXAS IN REGULAR SESSION THIS THE 21ST DAY OF DECEMBER 2020 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 services at no fee and General Administrative Services as is required by this DRP grant to the City of BURKBURNETT, and the fee shall not exceed 16% of DRP funds requested for construction and acquisition activities or \$35,000, whichever is less.
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/architectural services needed for this DRP, TBD at a later date.
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 Mayor, City Manager, 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 Economic Disaster Recovery Coordinator of the Community & Economic Development Department of Nortex Regional Planning Commission as Labor Standards Officer and the Public Works Director 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 Flood Plan Coordinator for this TDA Grant.

PASSED AND APPROVED on this 21st DAY OF DECEMBER 2020.

Carl Law, Mayor

ATTEST:

Margie Poole, City Clerk

INTERLOCAL GOVERNMENTAL COOPERATION CONTRACT FOR APPLICATION AND ADMINISTRATION SERVICES 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 _____ day of _____, _____ (month/year), 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 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,

WITNESSETH THAT:

WHEREAS, the City of BURKBURNETT desires to *implement* the following: 2021 Downtown Revitalization Program for TBD under the general direction of the Texas Community Development Block Grant hereinafter called "TxCDBG" Program administered by the Texas Department of Agriculture; and Whereas the City desires to engage Nortex RPC to render certain professional/administration services in connection with this TxCDBG Project, Contract Number TBD.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services as follows: Grant Writing Services-at no fee. Project Management, Financial Management, Environmental Review, Acquisition, Construction Management, Fair Housing/Equal Opportunity, and Audit/Close-out Procedures will follow 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.**

2. 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 sixty days (60) after TDA contract end date for this project unless there is an approved Texas Department of Agriculture "TDA" extension.

3. 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.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or 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.
5. 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.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed 16% of TxCDBG funds requested for construction and acquisition activities or \$35,000, whichever is less. 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 TxCDBG 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, *[and if applicable]*, including the following exhibits/attachments: 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.

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

BY: _____
Local City Official

Carl Law
(Printed Name)

Mayor
(Title)

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: *(choose contracted services)*

A. Grant Writing Services

1. Application preparation and related services are at no fee.

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).

C. 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.

D. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

E. 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.

F. 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. 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.

G. 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.

H. Relocation

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

I. Rehabilitation of Private Property

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

J. 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/County shall reimburse Nortex Regional Planning Commission 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	10%
* Environmental Review	20%
* Acquisition	5%
* Construction Management	20%
* EEO / Fair Housing / Civil Rights Requirements	20%
* Audit / Close-out Procedures	10%
Total	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.

2. Termination for Convenience of the City.

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 claim of lien against the 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.

9. 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.

10. 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.

11. 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.

12. 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/County 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.

13. 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 (1986) and 12689 (1989). 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 federally assisted construction 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.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

GUEVARA LAW, P.C.
ATTORNEY/CLIENT ENGAGEMENT AGREEMENT

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this _____ day of December 2020 at Cedar Park, Williamson County, Texas by and between the City of Burkburnett "Client" and Guevara Law, P.C., "Attorney" and will become effective on January 1, 2021.

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent Client as City Attorney in connection with the operations of Client and as requested by the Client.

Client and Attorney agree:

1. Attorney will devote its professional abilities to any matter to which Client so directs, strive to keep Client informed of all significant developments, and be available to answer inquiries. Client agrees to fully cooperate with Attorney, including but not limited to keeping Attorney advised of all developments related to any matter to which Client has requested that Attorney address, informing Attorney promptly of any change in Client's contact person or telephone number, and promptly responding to Attorney's inquiries.
2. Client empowers Attorney to take all steps as City Attorney deemed by Attorney to be advisable, including contracting with other firms and attorneys to provide legal services for Client.
3. Client agrees to compensate Attorney for services at the following rates:

Partner/Senior Counsel: \$225.00/hour

Associate/Of Counsel: \$200.00/hour

Legal Assistant/Secretary \$60.00/hour

For copy jobs of less than 200 hundred pages, copies made at one of our offices will not be billed. After 200 pages, a copy job will be billed at \$0.08 per page. Out of pocket expenses including, but not limited to, postage, filing fees, shipping and copies not made at one of our offices, will be billed to the Client at our cost. Client agrees to pay to Attorney these costs.

Client will be billed travel time and mileage or rental car and fuel for trips on behalf of City. Travel time will be billed at \$60.00 per hour. Mileage on behalf of Client will be billed at the applicable IRS Standard Mileage Rate. Client agrees to pay to Attorney these costs.


4. Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to Attorney. Client understands that Attorney has the right to cancel this Agreement and withdraw from representing Client if any of the Attorney's invoices are not paid by Client within thirty (30) days of the date that Attorney sends them to Client or if Attorney concludes for any other reason that Attorney is unable to represent Client. Attorney will provide written notice in the event that Attorney decides to withdraw from representation.
5. In the event any legal action is taken to enforce this Agreement, Client consents to jurisdiction of the courts of the State of Texas and Attorney and Client agree that venue shall lie in Williamson County, Texas. This Agreement shall be construed under the laws of the State of Texas without regards to conflict of laws provisions.
6. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATE: December __, 2020

City of Burkburnett

Guevara Law, P.C.

Carl Law, Mayor



Michael A. Guevara, Attorney

SHAHAN GUEVARA DECKER & ARROTT, P.C.
ATTORNEY/CLIENT ENGAGEMENT AGREEMENT

THIS ENGAGEMENT AGREEMENT ("Agreement") is made this 21st day of August, 2017 at City of Burkburnett, Wichita County, Texas by and between the City of Burkburnett "Client", and Shahan Guevara Decker & Arrott, P.C., "Attorney" and will become effective on September 1, 2017.

Client, in consideration of services to be rendered by Attorney to Client, retains Attorney to represent Client as City Attorney in connection with the operations of Client and as requested by the Client.

Client and Attorney agree:

1. Attorney will devote its professional abilities to any matter to which Client so directs, strive to keep Client informed of all significant developments, and be available to answer inquiries. Client agrees to fully cooperate with Attorney, including but not limited to keeping Attorney advised of all developments related to any matter to which Client has requested that Attorney address, informing Attorney promptly of any change in Client's contact person or telephone number, and promptly responding to Attorney's inquiries.
2. Client empowers Attorney to take all steps as City Attorney deemed by Attorney to be advisable, including contracting with other firms and attorneys to provide legal services for Client.
3. Client agrees to compensate Attorney for services at the following rates:

Partner:	\$215.00/hour
Associate/Of Counsel:	\$190.00/hour
Legal Assistant	\$55.00/hour

For copy jobs of less than 200 hundred pages, copies made at one of our offices will not be billed. After 200 pages, a copy job will be billed at \$0.08 per page. Out of pocket expenses including, but not limited to, postage, filing fees, shipping and copies not made at one of our offices, will be billed to the Client at our cost. Client agrees to pay to Attorney these costs.

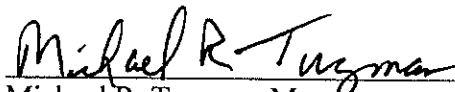
Client will be billed travel time and mileage or rental car and fuel for trips on behalf of City. Travel time will be billed at \$60.00 per hour. Mileage on behalf of Client will be

billed at the applicable IRS Standard Mileage Rate. Client agrees to pay to Attorney these costs.

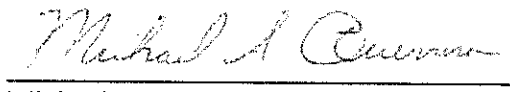
4. Client has the right to cancel this Agreement and terminate Attorney's representation at any time by written notice to Attorney. Client understands that Attorney has the right to cancel this Agreement and withdraw from representing Client if any of the Attorney's invoices are not paid by Client within thirty (30) days of the date that Attorney sends them to Client or if Attorney concludes for any other reason that Attorney is unable to represent Client. Attorney will provide written notice in the event that Attorney decides to withdraw from representation.
5. In the event any legal action is taken to enforce this Agreement, Client consents to jurisdiction of the courts of the State of Texas and Attorney and Client agree that venue shall lie in Williamson County, Texas. This Agreement shall be construed under the laws of the State of Texas.
6. Client and Attorney agree that this Agreement can only be amended by a written document signed by both Client and Attorney.

DATE: August 21st, 2017

City of Burkburnett


Michael R. Tugman, Mayor

Shahan Guevara Decker & Arrott, P.C.


Michael A. Guevara, Attorney