



**Agenda  
City Council  
Council Chambers/City Hall  
125 E. South Main, Flatonia, Texas**

**March 9, 2021  
City of Flatonia  
Regular Meeting  
6:00 p.m.**

## **Notice of City Council Meeting**

**In accordance with the provisions of the Texas Open Meetings Act, Chapter 551, Texas Government Code, Notice is hereby given that a Regular Meeting of the City Council of the City of Flatonia will be held on Tuesday, March 9, 2021 beginning at 6:00 p.m. in the City Hall Council Chambers located at 125 E. South Main St., Flatonia, Texas, for the purpose of considering the following agenda items:**

The meeting agenda is posted online at:

[http://www.flatoniatx.gov/page/Council\\_Agendas\\_Minutes](http://www.flatoniatx.gov/page/Council_Agendas_Minutes)

Members of the public who wish to submit their written questions or comments on a listed agenda item must submit these by sending an email to City Manager Sarah Novo at [manager@ci.flatonia.tx.us](mailto:manager@ci.flatonia.tx.us). Questions or comments must be received no later than 12:00 noon on Tuesday, March 9, 2021.

### **Opening Agenda**

Call to Order  
Invocation & Pledge  
Citizens' Participation

### **Reports**

*Police Department Activity Report February 2021*  
*Utility Department Activity Report February 2021*  
*City Manager Report February 2021*

### **Consent Agenda**

Approve minutes of the February 9, 2021 Regular City Council Meeting.

Approve the reappointment of Shawn Bruns, Ginny Sears, Kate Horn, and David Zapalac to serve on the Flatonia Parks Board Commission for a term commencing on the appointment date and ending on April, 2023.

### **Proclamations**

National Vietnam War Veteran's Day on March 29<sup>th</sup>

## **Presentations**

Presentation of the 2020-21 Street Improvements list by Utility Director Jack Pavlas

## **Deliberation Agenda**

- 3.1.2021.1 City Council to consider and take appropriate action on approving a contract with the Fayette County Elections Administrator to conduct the May 1, 2021 General Election for the City of Flatonia in substantially the same form as set forth in Exhibit A.
- 3.1.2021.2 City Council to consider and take appropriate action on approving a contract with the Flatonia Independent School District to hold a joint election with the City of Flatonia at the May 1, 2021 General Election in substantially the same form as set forth in Exhibit A.
- 3.1.2021.3 City Council to consider and take appropriate action on Resolution 2021.3.1 of the City of Flatonia, Texas, approving a corrected order of a General City Election to be held on the 1<sup>st</sup> day of May 2021, for the purpose of electing three (3) Council Members, for two-year terms each; providing for election officers; designating the place and manner of holding said election; providing for notice of said election and the conduct thereof; approving a joint election with Flatonia ISD; and providing an effective date.
- 3.1.2021.4 Consider and take appropriate action on ordinance repealing Article 1.15, Boards, Committees and Commissions, Sections 1.15.031 through Section 1.15.046, inclusive of Division 2, entitled Economic Development Commission, Chapter 1, General Provisions, of the City of Flatonia Code of Ordinances, as no longer necessary or advisable inasmuch as the citizens of the City of Flatonia did, on May 6, 2017, by special election, establish a 4B Economic Development Corporation, and establishing an effective date.
- 3.1.2021.5 Consideration, discussion and possible action concerning award of the engineering services contract for the preparation of the City's 2021-2022 Texas Community Development Block Grant (TxCDBG) application and subsequent engineering contract if funded to BEFCO Engineering, Inc.
- 3.1.2021.6 Council to discuss, consider, and possibly take appropriate action on the City streetlight system to include possible evaluation of the system to determine what, if any plans might result from that evaluation, and, if necessary, provide City Manager with direction on future planning.

## Adjournment

I, the undersigned authority hereby certify that the Notice of Meeting was posted on the bulletin board outside the front door of the City Hall of the City of Flatonia, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time **Friday, March 5, 2021 by 6:00 p.m.** and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.



Heather Ambrose, City Secretary, City of Flatonia

### NOTICE OF ASSISTANCE AT THE PUBLIC MEETING

The Flatonia City Hall is wheelchair accessible. Access to the building is available at the primary entrance facing Main Street. Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services such as interpreters for persons who are deaf or hearing impaired, readers, or large print are requested to contact the City Manager's Office at 361-865-3548 or by FAX 361-865-2817 at least two working days prior to the meeting so that appropriate arrangements can be made.

### EXECUTIVE SESSION STATEMENT

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by the Texas Government Code, Section 551.071 (Consultations with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations Regarding Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits), 551.086 (Certain Public Power Utilities: Competitive Matters) and 551.087 (Deliberation Regarding Economic Development Negotiations).

# **February Monthly Report**

To: Flatonia City Council  
From: Flatonia Police Department  
Subject: February Monthly Report

## **Calls for Service:**

There were 167 calls for service for this month.

## **Offense / Incident Report Activity:**

02/01/2021 Officer Stansberry and Sgt. Pritchard were dispatched to assist a State Trooper out of Gonzales County with a stolen vehicle. The officers provided back up while the State Trooper conducted his investigation. One suspect was taken into custody by the Trooper without further incident.

02/06/2021 Officer Kucera located a lost dog while patrolling the 400 block of North Main Street. The dog was promptly returned to its owner.

02/06/2021 Officer Kucera assisted the Fayette County Sheriff's Office with locating and securing bundles being thrown from a vehicle that was involved in a police pursuit. The officer returned to patrol shortly after.

02/10/2021 Chief Lee Dick assisted with the administration of COVID vaccinations for local and surrounding communities in a multi-agency effort to serve the citizens of Fayette County.

02/14/2021 Officer Llanes was dispatched to a verbal disturbance at the 700 block of N. La Grange. Upon arrival the officer made contact with a female that was in distress. She advised the officer that she had been in a car accident earlier in the day and did not feel well. Officer Llanes asked if she needed medical attention and she stated she did. Emergency Medical Services was dispatched to the location and the female was transported without further incidents.

02/14/2021 to 02/19/2021 Flatonia Police Department Officers worked tirelessly through the entire week of severe and unusual weather that impacted our community. Our officers helped rescue numerous stranded people off the interstate and assisted many others with car accidents that occurred during the inclement weather. There were also a few people that became stuck in the snow and ice in town that were assisted by Flatonia Police Officers. Fayette County Sherriff's Office had several deputies stationed around Flatonia to assist with the increase in call volume through the arduous time.

02/16/2021 Officer Alexander was on his way home when he encountered a female walking on the side of the road during the freezing weather. Officer Alexander provided her with a curtesy ride to the nearest convenience store without further incident.



02/16/2021 Officer Stansberry was dispatched to a local hotel establishment regarding an accident. After further investigation it was concluded that someone had struck the awning located in the front of the hotel with a recreational vehicle and the awning toppled over. Officer Stansberry made sure to block off the area for safety purposes. Flatonia Fire was also dispatched to the location and assisted with the call.

02/17/2021 Officer George assisted a local elderly gentleman carrying some containers to his vehicle at the 1400 block of N. La Grange St. Officer George returned to his patrol duties.

02/20/2021 Flatonia Officers assisted a stranded motorist at a local convenience store by helping her with a tire change. She was able to get back on the road and continue her journey without further concerns.

02/23/2021 Sgt. Pritchard was a back up unit for Fayette County EMS 3, in reference to a female fall victim at the 1400 block of N. La Grange St. Subsequently one female subject was transported to the hospital.

02/25/2021 Flatonia Officers assisted Gonzales County Police Department involving suspicious circumstances. Both agencies were able to work together to get the male subject involved in the call, back to his residence without further concerns.

**NO FURTHER DETAILED INFORMATION IS PUBLISHED DUE TO ON GOING INVESTIGATION OF CASES.**

### **Arrests and Pending Charges**

Due to Covid-19 restrictions put in place at the state and local levels, arrests for minor violations are being handled in different manners such as citations and promises to appear.

No arrests for the month of February.

### **Code Enforcement**

02/07/2021 Flatonia Officers received a possible code enforcement violation at the 500 block of Highway 90, in reference to a refrigerator located outside a residence. Upon making contact with the owner it was established that the refrigerator was in fact in service and they were following city ordinance.

02/08/2021 Flatonia Officers made contact with a code enforcement violation at a local business. The violation was about several pieces of junk placed in the parking lot of the business. Contact was made with the business manager and he took care of the violation immediately.

02/14/2021 Flatonia Officers conducted a welfare concern about a resident that family could not contact. The officers made contact with the resident and noticed that there were three dogs out in the 24-degree weather. They advised the resident that the dogs needed adequate shelter or needed to be indoors during inclement weather. She complied immediately and the officers assisted her in getting the dogs secured in the house.

**Traffic Contacts:**

**17**

**In-Service Training:**

**52 Hours**

Animal Complaints - 2	Noise Complaints- 3	Accidents - 2
Scam Calls - 1	Disturbances - 1	Transient Calls -
Close Patrol - 73	Open Door - 2	Funeral Escorts - 3
Alarm Calls - 9	Suspicious Activity/Person - 1	Agency Assists - 9
Citizen assist - 10	Suspicious Vehicle- 1	Civil Matters - 3
Ministerial Vouchers - 0	Motorist assist - 5	Welfare Check - 6
Inquest – 0	Traffic Hazards - 5	Follow Ups - 1

Flatonia Police Department

03/01/2021

# February 2021

2/1

- Pull both lift station pumps @ the sewer plant, pumps clogged
- Replaced stub pole on Steinhauser Cutoff

2/2

- Bored under convenience store driveway
- Gather and send requested info to TCEQ for virtual WW inspection

2/3

- Sewer blockage at the LL concession stand
- Install Fire hydrant on new line on Hwy 95 N

2/4

- Clean and grease aerators at sewer plant
- Flush new line and take routine coliform samples and construction samples from new line on Hwy 95 to Bastrop

2/5

- Take out one aerator from basin, take to Electric Motor Service, bearing issues

2/8

- City hall honey do's

2/9

- Install stub pole for customer on Old Waelder Rd.
- Reconductor line on Old Waelder Rd.

2/10

- Water leak on 1<sup>st</sup> St.

2/11,12

- Freeze prep

2/13

- Call out for power issues @ post office (burned connector)

2/15

Winter storm issues to include:

- Power out @ 4th & School
- Well 9 chlorinator out, replace injector
- Thaw and winterize controls @ Hwy 90 tower
- Shut off water to Robert's Steakhouse
- Water coming out front door of washateria
- Power issues on Mulberry Creek Road (Fourmey)
- Chlorine feed @ well 10 frozen, thaw and cap
- Pool chlorinator broken, cap lines to keep pumps on

2/16

Winter storm issues to include:

- Turn off water @ Prosperity Bank
- Power out on 9th & 609
- Trim limbs overhanging line on 5th & Penn
- Install fuse in line for protection of branch feeder
- Turn off water @ rent house 4th near Mill
- Turn off water @ Rest Haven
- Checking for freeze issues etc

2/17

Winter storm issues to include:

- Power line down by Catholic Church
- Limb down on secondary on 95 South
- Trim limbs overhanging line on 95 South @ Old Hallettsville
- Disconnect service on 4th near Market, limb took service off house
- Limb on secondary, 6th & Middle
- Limb on secondary, Market between 5th & 6th
- patrolling streets looking for leaks
- Cut off water @ residence on Airfield LN
- Wireless booster control not talking, de-ice antenna
- Cut off water to residence 1st & Mill

2/18

Winter storm issues to include:

Night callout, limbs down across primary, Converse between 3rd & 4th  
Arcing primary connector, Faires, between 3rd & 4th  
patrolling streets looking for leaks  
Supplementing water from south to north elevated  
2/19

Winter storm issues to include:

Replace chlorinator line @ well 10, de-ice backwash line  
Repair freeze damaged water line @ city mgr house  
Patrol town for leaks  
2/20

Winter storm issues to include:

Blown transformer @ Rhinestone Angel  
Lift station #5 alarming  
patrolling streets looking for leaks

2/22

- Repair water leak on Hudson, between 7<sup>th</sup> & 8<sup>th</sup>
- Haul limbs from previous week

2/23

- Repair water leak on the golf course

2/24

- Use hydro excavator to uncover water meter to be replaced (roots)

2/25

- Investigate sewer issues on Hwy 90 @ Mesquite

2/26

- Check and repair generator at city hall
- After hours call for blown lightning arrester & line fuse down 7<sup>th</sup> & Middle

2/27

- Call out, sewer blockage Hwy 90 @ 609

**CITY MANAGER'S REPORT**  
Prepared by Sarah Novo  
City Council Meeting of March 9, 2021

**1. Economic Development**

- The EDC meeting was held March 4<sup>th</sup> at 6:00 P.M.
- Local business developments:
  - a. Olle Hotel is on the market
  - b. Subway building has sold
  - c. Old Dollar General has closed
  - d. Arnim building under contract
  - e. Stein building under contract
  - f. Moeller's is on the market
  - g. Old pharmacy has closed
  - h. Lyric Theatre building renovation is going well. Ribbon cutting is scheduled for March 26<sup>th</sup> at 10:30. Ice cream shop will be opening soon.
  - i. The truck wash project is well underway. It's not near completion yet and weather and other factors likely have had, and will continue to have, an impact on the completion date. There is currently no estimated completion date.
  - j. The Donut Shop is making progress toward a grand opening
- CDBG MIT grants were submitted on November 30, 2020 for completion of citywide drainage upgrades as well as for the construction of a mechanical wastewater treatment facility. No updates have been received to date in response to this submission.
- Administration has been selected for another CDBG 2021 infrastructure grant in the amount of 350k. Engineering assessments are underway.

**2. Small Business Workshop update**

Conversation surrounding the creation of a Small Business Development workshop series is moving forward as a potential partnership between the City, the City of Flatonia Economic Development Corporation, the Chamber of Commerce, local businesses and the Small Business Association to offer business planning and resource workshops locally for the benefit of our local businesses. The next follow up meeting is scheduled for March 25, 2021.

**3. Covid-19**

On March 2, 2021 Governor Greg Abbott issued Executive Order (GA-34) rescinding all prior executive orders related to COVID-19. GA-34 will lift the mask mandate in Texas and increase the capacity of all businesses and facilities in the state to 100 percent. Businesses may still limit capacity or implement additional safety protocols at their own discretion. These changes will go into effect Wednesday, March 10<sup>th</sup>. City facilities still have safety measure in place to protect staff.

**4. Parks**

- Parks Committee meeting was held on Thursday, February 24<sup>th</sup> at 6:00 P.M. A special meeting was held on Monday, March 8<sup>th</sup> at 6:00 P.M.

- The splash pad at Mc Whirter Park will be opening to the public the week of spring break (March 15-19)
- The EDC has closed on their purchase of the 1-acre former Grifaldo property located between McWhirter and 7-acre park.

## 5. Weather Event Updates

- It has been refreshing and encouraging to see the number of Flatonia residents coming into City Hall to express their great appreciation for the City's efforts during the storm. The City has conducted debriefs by way of a recent post-storm executive staff meeting as well as a staff-appreciation luncheon to ensure that all City employees are aware of their value and our appreciation for their continued efforts.
- Because City hall was closed during the week of the ice storm, an extension to the utility cut-off date was implemented. The City has received several questions about utility billing increases as fear and worry was generated that large bills were coming. The City is not charging a variable utility rate; therefore, our customers will not see charges at a variable cost but rather just the cost of any increased usage at the current rates.
- This recent weather event has brought many areas of improvement to management's attention. In the wake of the recent weather event, staff have implemented a variety of enhancements to the way that business is conducted in City Hall. Several examples include:
  - Creation of a City account for 911 reverse communication. Staff are working to launch a program that gets every citizen in Flatonia signed up for real time phone alerts in the event of another possible emergency requiring urgent communications. The City Secretary will learn more about the process and we hope to have information out in the upcoming utility billing newsletter as well as on social media.
  - The City's phone vendor has implemented updates to the phone system to provide more streamlined services including:
    - The after-hours message now provides callers an opportunity to "press 9" and be instantly transferred to the answering service rather than having to hang up and call back. The City phone directory has been updated with current staff and staff no longer employed with the City of Flatonia have been removed.

## 6. Administration

- Extensive reorganization and cleaning have occurred within the front office of City Hall to include the creation of 2 additional workspaces for receipt of utility payments and administrative tasks, as well as an expanded space for planning and zoning.
- Audit preparation is underway, and we are working with the Notz group to facilitate the documents necessary for our audit.

**7. Budget**

- As the City prepares for the FY 21/22 budget cycle, executive staff and committees have begun discussion of potential Capital Improvement Projects for each department, project costs, potential funding sources and priorities. These will be guiding documents as we continue budget discussions and engage Council on future City planning and/or budgeting.

**8. Communications**

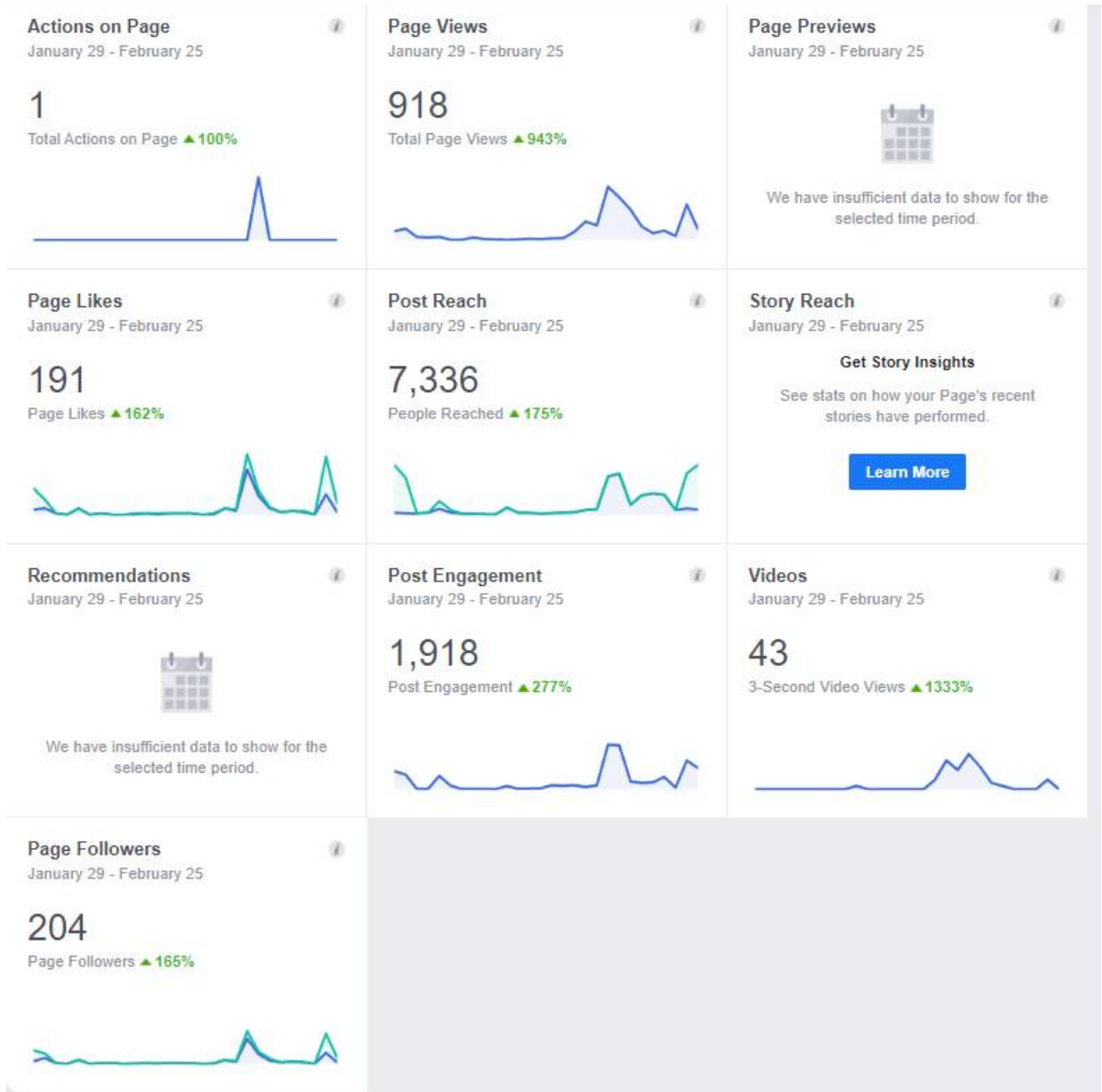
- A City-wide Communications Strategy was presented to Council on February 9, 2021 which highlights the City’s focus on internal and external communications, a commitment to transparency, as well as mechanisms to identify and measure the effectiveness of City communication with the residents and businesses of Flatonia. We hope to begin communicating more effectively the identified key issues, policy decisions made, and actions taken by the City Council.
- Staff has created a Twitter account and have begun posting updates to that account.
- The City’s Facebook page <https://www.facebook.com/FlatoniaTX> is growing followers. However, we ask that you continue to like and share the page with others so that we can re-establish the path toward effective communication. The old page grew to over 1000+ followers over a 4-year period. The new page currently has 318 followers since inception just over 1 month ago.
- These are statistics for the last 5 posts on the City of Flatonia’s Facebook Page:

Published	Post	Type	Targeting	Reach	Engagement	Promote
02/26/2021 1:39 PM	RAILROAD CROSSING ALERT: Union Pacific Railroad has advised	📄	🌐	73	5 1	<a href="#">Boost Post</a>
02/25/2021 6:20 PM	Flatonia City Hall will be closed briefly from 11:45 AM - 1:15 PM on	📄	🌐	155	5 4	<a href="#">Boost Post</a>
02/24/2021 8:34 AM	Tonight is the City of Flatonia Parks Committee meeting. Meeting begins	📄	🌐	144	17 6	<a href="#">Boost Post</a>
02/22/2021 10:58 AM	UTILITY BILLING INFO: Some customers have expressed concern	📄	🌐	664	50 33	<a href="#">Boost Post</a>
02/22/2021 10:42 AM	***UPDATE*** This service interruption also includes 8th Street.	📄	🌐	221	7 7	<a href="#">Boost Post</a>

The statistics screenshots below are for the period of January 29 – February 25, 2021. The definition for some of the categories are:

- ❖ Action is number of times someone clicked for our contact info (such as phone number.)
- ❖ Post reach is the approximate number of people who saw any of our posts.
- ❖ Post engagement means the number of times a post was shared, liked etc.
- ❖ Videos is the number of times videos were viewed (i.e. ice storm videos)





- The City has been continuing to make updates to the website including updating the calendar. City meetings are posted there with a link to the agenda. Please visit [flatoniatx.gov](http://flatoniatx.gov) to look at our progress. Please reach out to the City anytime if you have any ideas on how we can improve.

**9. Code Enforcement**

- The next Code Enforcement Committee meeting will be held on Thursday, March 11 at 6:00 PM.

**10. Election**

- Five people filed for a place on the May ballot. The period for applying has ended. Early voting will begin on April 19<sup>th</sup> – 27<sup>th</sup> and take place in the City Council Chambers. Election day is May 1, 2021. As Flatonia ISD has a contested race, we will hold a joint election.

**11. Events**

- The City of Flatonia is participating in the Parade of Quilts organized by the Flatonia Chamber for the month of March.
- Friday, March 26<sup>th</sup> at 10:30 will be the ribbon cutting for the Lyric Theatre. Ice cream parlor will be opening soon!



# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## **CONSENT**

### **Agenda Item:**

Approve minutes of the February 9, 2021 Regular City Council meeting.

### **Background:**

Section 551.021 of the Government Code provides as follows:

(a) A governmental body shall prepare and keep minutes or make a tape recording of each open meeting of the body.

(b) The minutes must:

1. State the subject of each deliberation; and
2. Indicate the vote, order, decision, or other action taken.

### **Recommended Motion:**

I move to approve the minutes of the February 9, 2021 Regular City Council meeting.

**Minutes  
Flatonia City Council  
Regular Meeting  
February 9, 2021**

**Present:**

<b>Mayor</b>	Bryan Milson
<b>Councilpersons</b>	Catherine Steinhauser Mark Eversole Dennis Geesaman Ginny Sears Allen Kocian
<b>City Staff</b>	Sarah Novo – City Manager Angela Beck – City Attorney Lee Dick –Chief, Flatonia Police Department Heather Ambrose – City Secretary

**OPENING AGENDA**

**Call to Order:**

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

**Invocation and Pledge:**

City Manager Sarah Novo led the invocation and Mayor Bryan Milson the pledge to the American and Texas flags.

**Citizen’s Participation:**

Kate Horn spoke concerning the City of Flatonia parks in general. Ms. Horn praised City staff for their work in the parks but indicated that she feels there are areas that need work. She and others plan to do an audit of the City parks, on their own, to assess the parks’ needs. The group will share that information at a future City Council meeting, likely in April 2021.

**REPORTS**

**Police Department Activity Report** *January 2021*

Chief Lee Dick added that the City Council had a copy of the Racial Profiling Report at their seats. The City Council acknowledged receipt. The item required no action.

**Utility Department Activity Report** *January 2021*

Utility Director Jack Pavlas was not in attendance.

**CONSENT AGENDA**

**Approve minutes of the January 12, 2021 Regular City Council Meeting.**

**Approve the appointment of Rosa Velasquez and Annie Pustejovsky to serve on the Flatonia Housing Authority Board of Commissioners for a term commencing on the appointment date and ending on February 9, 2023 and recommend that Mayor Milson complete required Certificate of Appointment forms.**

**Approve 4th Quarter 2020 Hotel Occupancy Tax Expenditure Reports from the Flatonia Chamber of Commerce, Flatonia Special Projects, and E.A. Arnim Archives and Museum.**

**Financial Report for the 1st Quarter of FY 2021**

Ginny Sears made a motion to approve the consent agenda. Dennis Geesaman seconded the motion. None opposed. Motion carried.

**PROCLAMATIONS**

**A Proclamation of the City Council of the City of Flatonia, Texas recognizing the month of February 2021 as Black History Month.**

**A Proclamation of the City Council of the City of Flatonia, Texas recognizing the month of February 2021 as American Heart Month.**

**DELIBERATION AGENDA**

**2.1.2021.1 An Ordinance amending Ordinance No. 2020.9.1, relating to appropriations made for the support of the City of Flatonia, Texas for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, which includes the General Fund and the Utility Fund; appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; appropriating money for the Flatonia Economic Development Corporation; and amending the annual budget for the Flatonia Economic Development Corporation for the 2021 Fiscal Year, to add to the Capital Improvements budget of the Flatonia Economic Development Corporation for the purchase of a 1.37 acre tract of land in the M. Muldoon League, Fayette County, Texas; and establishing an effective date.**

Ginny Sears made a motion to approve Ordinance No. 2020.2.1. Dennis Geesaman seconded the motion. None opposed. Motion carried 4-0 with Catherine Steinhauser abstaining.

**2.1.2021.2 An Ordinance amending Ordinance No. 2020.9.1, relating to appropriations made for the support of the City of Flatonia, Texas for the Fiscal Year beginning October 1, 2020 and ending September 30, 2021, which includes the General Fund and the Utility Fund; appropriating money to a sinking fund to pay interest and principal due on the City's indebtedness; appropriating money for the Flatonia Economic Development Corporation; and amending the annual budget for the City of Flatonia for the 2021 Fiscal Year, to add the expenditure of funds received from the Texas Intergovernmental Risk Pool for damage to a fire pumper truck for the purchase of a replacement pumper truck; and establishing an effective date.**

Catherine Steinhauser made the motion to approve Ordinance No. 2020.2.2. Seconded by Allan Kocian. None opposed. Motion carried.

**2.1.2021.3 Consider and take appropriate action on the approval of a Citywide**

**Communication Plan and directing staff in its implementation.**

Review only; no action required.

**2.1.2021.4 Consider and take appropriate action on presenting an RFQ for qualified audit firms to conduct an audit for the City of Flatonia and Flatonia Economic Development Commission in FY 2022.**

Review only; no action required.

**2.1.2021.5 Consider and take appropriate action to adopt a Resolution for the police department to apply for the 2021 State Homeland Security Program- Regular Projects (SHSP-R) for FY 2022 with the Office of the Governor, Public Safety Office, Homeland Security Grants Division.**

Catherine Steinhauser made the motion to adopt Resolution 2021.2.1. Seconded by Allan Kocian. None opposed. Motion carried.

**2.1.2021.6 Consider and take appropriate action on a Resolution approving a Citywide Public Information form and designating mailing and email addresses on behalf of the City.**

Catherine Steinhauser made the motion to approve Resolution 2021.2.2. Seconded by Dennis Geesaman. None opposed. Motion carried.

**2.1.2021.7 Discuss, consider, and select a grant administration services provider to complete a TDA TxCDBG funding application, and, in the event the City is selected for funding, to also administer the program.**

City Manager Sarah Novo reported that only one (1) firm, Langford Community Management Services, LLC, submitted an application for this project.

Ginny Sears made the motion to award Langford Community Management Services, LLC as the grant administrative services provider for the City of Flatonia in the application and administration of a 2021-2022 Community Development Fund grant. Seconded by Mark Eversole. None opposed. Motion carried.

**The meeting was adjourned at 6:48 P.M.**

**Signed**

**Approved this 9<sup>th</sup> day of March 2021.**

Bryan Milson  
Mayor

**Attest**

Heather Ambrose  
City Secretary



# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## **CONSENT**

### **Agenda Item:**

Approve the reappointment of Shawn Bruns, Ginny Sears, Kate Horn, and David Zapalac to serve on the Flatonia Parks Board Commission for a term commencing on the appointment date and ending on April, 2023.

### **Background:**

Shawn Bruns, Ginny Sears, Kate Horn, and David Zapalac have expressed interest in continuing as members of the Parks Committee.

According to *readily available* records, Committee members have served several years and have knowledge and experience with the City parks, and current and planned projects. The years of service are:

- Shawn Bruns: continuously since 2011
- Ginny Sears: Since 2016
- Kate Horn: continuously since 2013
- David Zapalac: since 2019

### **Recommended Motion:**

I move to reappoint Shawn Bruns, Ginny Sears, Kate Horn, and David Zapalac to serve on the Flatonia Parks Board Commission for a term commencing on the appointment date and ending on April, 2023.



# PROCLAMATION

WHEREAS: in the French colonial period of the 1800s there was a period of conflict in Southeast Asia which eventually progressed into the Vietnam War in the 1950s; and

WHEREAS: the United States of America joined in the fight against communism, sending thousands of brave Americans to serve in the conflict with courage, honor, and valor; and

WHEREAS: in July 1959, the first U.S. soldiers were killed in South Vietnam near Saigon; and

WHEREAS: by the end of the war more than 58,000 individuals made the ultimate sacrifice in Vietnam and thousands more were wounded in combat; and

WHEREAS: on January 27, 1973, President Richard Nixon signed the Paris Peace Accords which ended direct U.S. involvement in the Vietnam War; and

WHEREAS, many Americans today are still missing and unaccounted for from the Vietnam War, and their loved ones and fellow veterans still suffer uncertainty about their unknown fate; and

WHEREAS: City of Flatonia residents are encouraged to honor and appreciate our Vietnam veterans for their valiant and selfless service to this country, and to remember the heroes from the great State of Texas whose names are listed on the Vietnam Veterans Memorial Wall in Washington, D.C., and those who are or were missing in action or prisoners of war.

Now, therefore, in recognition of Vietnam veterans everywhere, I, Bryan Milson, Mayor of the City of Flatonia, Texas, do hereby proclaim March 29, 2021 to be

## National Vietnam War Veteran's Day

IN WITNESS WHEREOF, I have hereunto set my hand  
and seal of the City of Flatonia, Texas  
this 9<sup>th</sup> day of March 2021

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Bryan Milson, Mayor, City of Flatonia, TX



# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## **CONSENT**

### **Agenda Item:**

Presentation of the 2020-21 Street Improvements list by Utility Director Jack Pavlas.

### **Background:**

Several street improvements were approved by the City Council in the FY2020/2021 budget under capital improvements. Utility Director Jack Pavlas will give a presentation about the condition of streets to be repaired.

### **Recommended Motion:**

Presentation only; no action required.

CITY OF FLATONIA, TX

2021

# Street Project

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Prepared by Jack Pavlas, Utility Director

# 2021 STREET PROJECT LIST



- E. South Main
- S. Mill
- West Alley (north Central Business District)
- East Alley (north Central Business District)
- Hackberry Street
- 7th Street (Hudson to Penn)
- Middle Street (E. South Main to Norht Main)





# City of Flatonia

## STREET PROJECT BUDGET

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The City of Flatonia engaged in comprehensive planning efforts many times over the past several decades. A major part of any comprehensive planning effort involves estimating the useful life of assets as well as maintenance and replacement costs. Due to lack of sufficient funding, many of these assets had not been replaced in the past. In the past three years, the City has upgraded a number of much needed pieces of utility heavy equipment. The capital projects in the short-term focus on street paving at \$66,417, and \$20,000 allocated toward water and wastewater line replacement projects necessary due to aging infrastructure.





**QUALITY OF LIFE ACTUALLY  
BEGINS AT HOME - IT'S IN  
YOUR STREET, AROUND YOUR  
COMMUNITY.**



*CHARLES KENNEDY*



# E. SOUTH MAIN

## FAILING PAVEMENT

---

### TOP PHOTO

PAVEMENT FAILING .

### BOTTOM PHOTO

BASE FAILURE IN INTERSECTION.



# S. MILL

## FAILING PAVEMENT

---

### BOTH PHOTOS

PAVEMENT FAILING, LACKS ADEQUATE  
CROWN.





# WEST ALLEY (NORTH CENTRAL BUSINESS DISTRICT)

POST GRANT PROJECT

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**TOP PHOTO**

COMPLETE REWORK FOLLOWING CDBG  
IMPROVEMENTS.

**BOTTOM PHOTO**

WESTWARD VIEW.



# EAST ALLEY (NORTH CENTRAL BUSINESS DISTRICT)

POST GRANT PROJECT

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**TOP PHOTO**

COMPLETE REWORK FOLLOWING CDBG  
IMPROVEMENTS.

**BOTTOM PHOTO**

WESTWARD VIEW.



# HACKBERRY STREET

## REPAIR AND TIE INTO PREVIOUS PROJECT

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### TOP PHOTO

BASE FAILURES ON EDGES.

### BOTTOM PHOTO

TIE INTO LAST YEAR'S PROJECT ON THE NORTH SIDE.



# 7TH ST. - HUDSON TO PENN

## PAVEMENT FAILURE

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**TOP PHOTO**  
MULTIPLE LAYERS OF PAVEMENT  
FAILURE.

**BOTTOM PHOTO**  
GRIND OUT; START OVER.





# MIDDLE ST. - E. SOUTH MAIN TO NORTH MAIN

## BASE & PAVEMENT FAILURE



### TOP PHOTO

BASE FAILURE ON OUTER LANES.

### BOTTOM PHOTO

BASE AND PAVEMENT FAILURE.

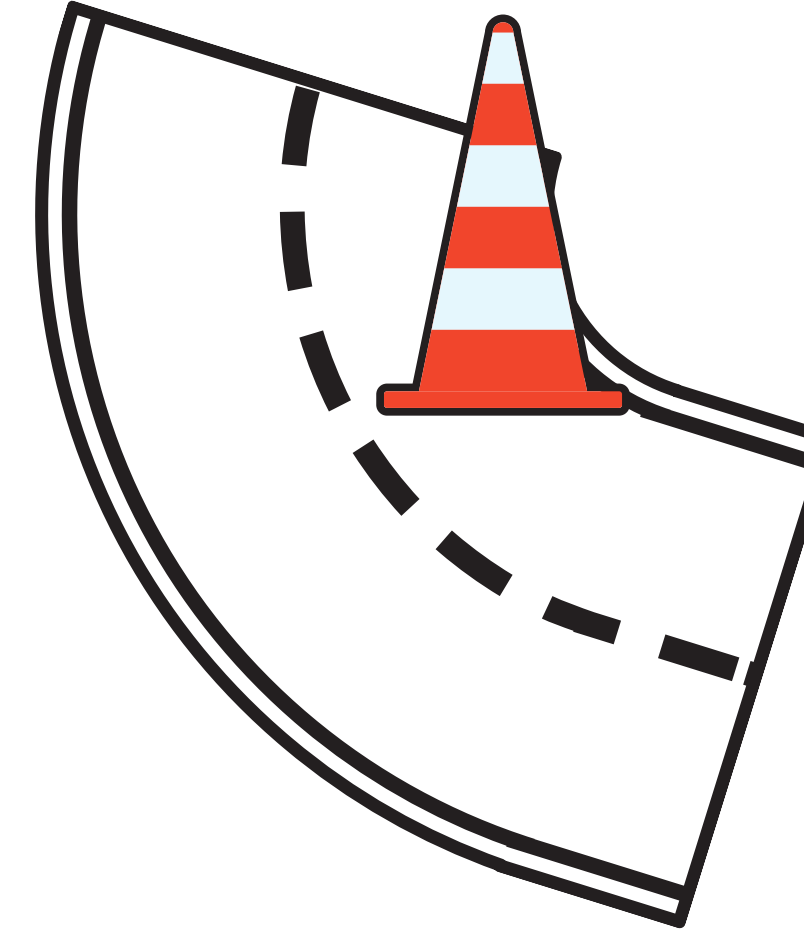


# 2021 STREET PROJECT LIST

## SPECIFICATIONS, MATERIALS, & ESTIMATES

City of Flatonia											
2021 Street Project											
									Oil	Aggregate	
Rank	Ref.#	Location	Special Conditions	Length	Width	Sq Yds	est cost	Prime coat	CRS2P	B-3	Gr 5 Trap rock
	1	South Main, Market to Penn	1 course	510	60	3400	25500	510	1020	0	32
	2	Mill, 1st to 2nd	rework	485	35	1886	14146	283	1132	24	18
	3	North CBD alley, Hudson to Penn	rework	435	15	725	5438	109	435	9	7
	4	North CBD alley, Penn to Market	rework	425	15	708	5313	106	425	9	7
	5	Hackberry, Collins to 12th	rework	520	23	1329	9967	199	797	17	13
	6	7th, Penn to Hudson	rework	420	27	1260	9450	189	756	16	12
	7	Mill, partial, 5th, south	rework	240	15	400	3000	60	240	5	4

# QUESTIONS?



# COMMENTS?



# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## DELIBERATION AGENDA

**3.1.2021.1**

### **Agenda Item:**

City Council to consider and take appropriate action on approving a contract with the Fayette County Elections Administrator to conduct the May 1, 2021 General Election for the City of Flatonia in substantially the same form as set forth in Exhibit A.

### **Background:**

During the period when the City Secretary's position was vacant, City administration and officials worked toward ensuring that the tasks needed for the May 1, 2021 General Election were handled in a timely way. To provide the most efficient handling of the election, the services of the Fayette County Elections Administrator were chosen.

This option is allowed in the Texas Elections Code and the contract provides for Fayette County to secure all the election staff and voting materials. Fayette County's electronic voting system has been approved by the Secretary of State's office. Early voting will be conducted at City Hall, and prior to the election citizens can come in and see the equipment and how it works before it goes "live" for voting.

The duties of both the County Election's Administrator and the City are specifically detailed in the contract. Costs associated with the contract include:

- \$1129.60 for voting equipment
- \$400 administrative services fee (for Elections Administrator)
- \$75.00 administrative fee (general)
- Miscellaneous costs to be determined by need (test ballots, postage etc.)

When the City enters into an Agreement with an ISD to have a joint election, many of the costs are shared, which lowers the amount both the City and ISD will pay. On the agenda this evening is an Agreement to hold a joint election with Flatonia ISD.



As a result of administration trying to do due diligence, an Election Services Contract was entered into on January 6, 2021. However, the contract needs to have City Council's official approval and this item is to simply confirm the contract by action.

**Attachment:**

Election Services Contract Between Fayette County Elections Administrator and the City of Flatonia Relating to an Election to be Held on May 1, 2021.

**Recommended Motion:**

Move to approve a contract with the Fayette County Elections Administrator to conduct the May 1, 2021 General Election for the City of Flatonia in substantially the same form as set forth in Exhibit A.

**ELECTION SERVICES CONTRACT  
BETWEEN FAYETTE COUNTY ELECTIONS ADMINISTRATOR  
AND THE CITY OF FLATONIA  
RELATING TO AN ELECTION TO BE HELD ON MAY 1, 2021**

THE STATE OF TEXAS     §  
  §  
COUNTY OF FAYETTE     §

This Election Services Contract is made and is entered into pursuant to §31.092, Texas Election Code, by and between the FAYETTE COUNTY ELECTIONS ADMINISTRATOR, Terri Hefner (the "ELECTIONS ADMINISTRATOR"), the duly appointed County Elections Administrator for Fayette County, Texas (the "COUNTY") and the CITY OF FLATONIA (the "CITY"), and is based upon the following terms and conditions:

**PURPOSE OF AGREEMENT AND AUTHORITY:**

The County owns an electronic voting system that the County has obtained from Elections Systems and Software (hereinafter "ES&S"). The electronic voting system has been duly approved by the Secretary of State pursuant to §§122.031-122.039, §122.061 and §122.091, Texas Election Code, as amended, and duly approved by the United States Department of Justice pursuant to the Voting Rights Act of 1965, as amended, for use in Fayette County. The City desires to use portions of the County's electronic voting system in its election, said portions hereinafter referred to as the "voting system equipment," and desires to obtain limited election services, as further set out herein, from the County through the Elections Administrator. The City is willing to compensate the County for such use and services, in accordance with the applicable provisions of Chapters 31 and 123 of the Texas Election Code, as amended. The Elections Administrator and the City have determined that it is in the public interest of the inhabitants of the City, who are also inhabitants of the County, that this Election Services Contract, made also in accordance with and based on the Interlocal Cooperation Act, Chapter 791, Government Code, as amended, be made and entered into for the purposes of having the County and the Elections Administrator furnish to the City certain voting system equipment, voting equipment, and election services in order that the City may conduct its election of May 1, 2021, hereinafter referred to as the "election" or as the "May 1, 2021 election".

**DUTIES AND SERVICES OF THE ELECTIONS ADMINISTRATOR:**

1. Conduct all Early Voting for the City's election each weekday, Monday, April 19 through Tuesday, April 27, 2020 with Early Voting conducted at the Flatonia City Offices, 125 E South Main Street, Flatonia, TX 78941.
2. Conduct all Election Day voting and tabulation for the City's election on Saturday, May 1, 2021 from 7:00 am to 7:00 pm at the Flatonia City Hall, 125 E South Main Street, Flatonia, TX 78941, as well as oversee tabulation of all voted ballots from Early Voting and Election Day, excluding any Provisional Ballots received.
3. Supervise meeting, if required or requested, of Early Voting Ballot Board to qualify any Provision Ballots received during the City's election.

4. Coordinate between the City and ES&S to order the ballots for the City's election and perform ballot proofing, Spanish translation and spelling.
5. Serve as sole custodian of all ballots from the time of receipt from ES&S, to the time of delivery of tabulated results to the City's representative after 7:00 pm on Election Day.
6. Provide unofficial tabulated election results to City's representative as soon as possible after 7:00 pm on the City Election Day, with unofficial results from the election announced thereafter on Election Day by the City's representative.
7. Submit to the City for approval, two (2) names of qualified registered voters to conduct Early Voting and serve on Election Day as Presiding Judge and Alternate Judge, for a minimum of 13 hours each, to be paid by the City. In addition, the Alternate Judge will serve during Election Day as the Presiding Judge of the Early Voting Ballot Board, which included qualifying Provisional Ballots if needed and serving as the Presiding Judge of the Tabulation Board.
8. Notify Presiding and Alternate Judges of appointment
9. Submit all information necessary to the City for payment by the City of all election workers who worked the election of the City.
10. Order supplies needed to conduct the City's election, with supplies to be billed directly to the City and paid for by the City.
11. Provide advisory services, through the Elections Administrator and during standard County business hours, to the City's representative or contact person.
12. Provide voting system equipment from the County to the City for use during the election which consists of the ES&S Express Vote Ballot Marking Device and peripherals and mailing of flash drives to ES&S for programming in accordance with the number of units rented.
13. Transport, setup, and return all voting system equipment used for the election.

#### **DUTIES AND SERVICES OF THE CITY:**

The City is contracting with the Fayette County Election Office to assist the City with their May 1, 2021 election. The City's responsibilities in regard to the election are as follows:

1. Arrange for polling places.
2. Procure ballots and sample ballots through the County.
3. Post all required notices for the City's election.
4. Approve the names of qualified registered voters identified by the County to conduct Early Voting, Election Day voting, Early Voting Ballot Board duties, and tabulation duties for the City's election.
5. Fax copies of applications for ballots by mail received at the City's office to the County within 24 hours of receipt.
6. Pay all election workers of the election for the City, and prepare W-2 or 1099 for if necessary.
7. Provide the County with the candidate information needed to order ballots and program voting equipment.
8. Reimburse the County for postage costs incurred mailing ballots to voters in the City's Election.

9. Pay media programming costs (including postage costs) and all invoices for supplies associated with the City's election.
10. Make public announcements through the City's representative of unofficial tabulated election results for the City's election of May 1, 2021.
11. Accept responsibility, by the City's representative, on Election Day after 7pm, of all tabulated ballots, as well as any leftover ballots and election supplies, excluding the provisional ballots, after delivery of unofficial tabulated results.

### **BALLOTS**

The City will be billed directly by ES&S for costs concerning preparation of the ballots by ES&S. The City agrees to pay ES&S for those and any associated costs. The City also agrees that upon approval by the City of the final ballot proof, the County will have the authority to order the ballot for the election for the City with the chard from ES&S for preparation of the ballots to be incurred and paid for by the City.

### **USE OF COUNTY VOTING EQUIPMENT:**

The City shall use the electronic voting system equipment and supplies in a careful and proper manner. The City shall take note of how the unit was packed upon receipt, and pack unit for return in like manner. The City shall take receipt of the voting system equipment from the County through the Elections Office. The City shall comply with the manufacturer's manual, enclosed in each ExpressVote case, as well as any other instructions from the Elections Office as to the use and operation of said electronic voting system equipment and with any laws, ordinances, and regulations relating to the possession, use and maintenance of the electronic voting system equipment, and shall limit its use only for the purposes of holding the election.

### **CONDITION OF EQUIPMENT UPON RECEIPT:**

The City shall inspect the voting system equipment within twenty-four (24) business hours after receipt of the voting system equipment and shall fill out the Equipment Inventory List. Unless the City, within this period of time, gives written notice to the County, specifying any defects in or other objections to the voting system equipment, the City agrees that it shall conclusively be presumed that the City has fully inspected and has acknowledged that the voting system equipment is in good condition and repair and that the City is satisfied with and has accepted the voting system equipment in such good condition and repair. After the election, and before returning the voting system equipment to the County, the City shall inspect the voting system equipment again, and complete the Equipment Inventory List and return the completed list with the voting system equipment.

### **INSPECTION:**

The County and the Elections Administrator shall at all times during the election have the right to enter on the premises where the election is being held for the purposes of inspecting the voting system equipment and observing its use.

### **ALTERATIONS:**

The City acknowledges that the voting system equipment is technical and the City shall make no alterations to the voting system equipment. The City shall not remove the installed 8GB

programmed flash drive for any reason, without the prior consent of the Elections Administrator.

**CARE AND STORAGE:**

The City, at its own cost and expense, shall keep the voting system equipment in a dry, secure and protected location before, during, and after the election. The City shall also keep equipment in good condition during operation and storage, and shall see that the voting system equipment is not subjected to inclement weather or to careless or rough usage.

**LOSS AND DAMAGE:**

The City assumes all risk of loss and damage to the voting system equipment from any cause while it is in the possession of the City. In the event of loss or damage to the voting system equipment while in the possession of the City, the City, at the option of the County, shall:

1. Pay for the repair of the voting system equipment, at the City's cost and expense, subject however to warranty coverage provided by the manufacturer,
2. Replace the property with like property from ES&S, in good repair, which property shall then become subject to this Contract, or
3. Pay to the County three thousand, five hundred and thirty dollars (\$3,530.00) for the loss and damage, occurring while in the possession of the City, of each ES&S ExpressVote Ballot Marking Device, which is the "stipulated loss value" of each ES&S ExpressVote Ballot Marking Device.

**GENERAL CONDITIONS:**

1. Nothing contained in this Contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed, the place at which any function is to be carried out, the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records, or any other non-transferable functions specified by §31.096, Texas Election Code, as amended.
2. The Elections Administrator shall file copies of this Contract with the County Judge and with the County Auditor of Fayette County, Texas.
3. Nothing contained in this Contract shall be construed to interfere with an election to be conducted by Fayette County, Texas.

**COMPENSATION:**

In accordance with §31.100(b), Texas Election Code, as amended, only the actual expenses directly attributable to the Election Services Contract shall be charged. The Fayette County

Commissioners Court has set a rate of four (4) percent of the actual purchase cost of the electronic voting system equipment, or \$141.20 (one hundred forty one dollars and twenty cents) per each ES&S ExpressVote Ballot Marking Device per day used during the Early Voting of the election, and also per each ES&S ExpressVote used on Election Day, as being the actual expenses directly attributable to the Election Services Contract for the use of the voting system equipment. The City agrees that this rate set as actual expenses is a fair and reasonable rate for the actual expenses for the use of the voting system equipment. The City agrees to rent a minimum of one (1) ES&S ExpressVote Ballot Marking Devices. The County and the Elections Administrator will provide one (1) ES&S ExpressVote Ballot Marking Devices to the City for use during the election for use during Early Voting and on Election Day. Thus, the estimated cost to the City and payable to the County for use of the County's voting system equipment is approximately  $\$141.20 \times 7$  day for Early Voting and  $141.20 \times 1$  day for Election Day= \$1129.60.

The City also agrees to pay to the County actual additional costs, if any, incurred by the County or the Elections Administrator in regard to the City's election, and necessary for the City's election, such as for additional test ballots, if any, ink cartridges, postage and supplies. The City also agrees to pay an administrative fee of \$400.00 for the services of the Elections Administrator, to be deposited in its entirety into the county's Elections Services Contract Fund. The Elections Administrator or the County Auditor shall submit to the City the final actual cost for the equipment provided, along with any actual expenses incurred by the County or the Elections Administrator in regard to providing the ES&S ExpressVote Ballot Marking Device(s) for the City's election, including expenses for additional test ballots, if any, ink cartridges, postage and supplies, no later than twenty (20) days after the election, or no later than twenty (20) days after the County receives any billing from ES&S, if any, whichever date is later. The City shall pay the cost of the equipment provided, and the actual expenses, within thirty (30) days of receipt by the City of the statement.

#### **MISCELLANEOUS COMPENSATION:**

The Elections Administrator and the City agree that the County will incur costs and expenses in connection with the making of arrangements and preparations for the City's election, and in the event the election to be held at the expense of the City is enjoined or cancelled, or if for any reason whatsoever the City shall decide not to proceed with the election, or if the date of the election is postponed or otherwise changed, the City agrees it shall be obligated to the County for payment to the County of the cost incurred by the County on behalf of the City until the date the City notifies the County of the cancellation of the election, for any materials, supplies and postage concerning the City's election and for any additional test ballots or other supplies, as well as an administrative fee of \$75.00 (seventy-five dollars) to be paid to the County, which costs are agreed by the City to be fair and reasonable costs and expenses incurred and to be incurred by the County in making arrangements and preparations for the City's election.



**AMENDMENTS:**

Any Amendments or additions to this Contract must be in writing and must be signed by the Elections Administrator on behalf of the County, and signed by the City, in order to be valid and of effect.

IN WITNESS WHEREOF, the Elections Administrator and the City have executed this Contract in two originals on the respective dates written below their signatures, said Contract being effective, complete and binding as to both the Elections Administrator and the City as of and on the later date of signature set forth below.

**FAYETTE COUNTY**  
**ELECTIONS ADMINISTRATOR**

Approved for the Elections  
Administrator:

Terri Hefner,  
Fayette County Elections Administrator  
P. O. Box 605  
La Grange, Texas 78945  
Phone: (979) 968-6563  
Fax: (979) 968-6426

Blake A. Watson  
Assistant Fayette County Attorney

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**THE CITY OF FLATONIA**

ATTEST:

By:  \_\_\_\_\_

By:  \_\_\_\_\_

Printed Name: SARAH NOVO

Printed Name: BRYAN MILSON

Title: CITY MANAGER

Title: MAYOR

Address: 125 E. SOUTH MAINST.  
PO BOX 329  
FLATONIA, TX. 78941

DATE: 1/7/2021

Phone: 361-865-3548

Fax: \_\_\_\_\_

DATE: 1/6/2021



# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## DELIBERATION AGENDA

**3.1.2021.2**

### **Agenda Item:**

City Council to consider and take appropriate action on approving a contract with the Flatonia Independent School District to hold a joint election with the City of Flatonia at the May 1, 2021 General Election in substantially the same form as set forth in Exhibit A.

### **Background:**

Both Flatonia ISD and the City of Flatonia have contested elections on May 1, 2021. For efficiency, cost-savings, and convenience to voters, the school district may enter into a contract with the City for a joint election. By approving this Contract with Fisd, costs associated with the election will be split and voter's of Fisd and the City will only have to vote at one location at the City Council Chambers.

### **Attachment:**

AGREEMENT TO CONDUCT JOINT ELECTIONS BETWEEN FLATONIA INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FLATONIA

### **Recommended Motion:**

Move to approve a contract with the Flatonia Independent School District to hold a joint election with the City of Flatonia at the May 1, 2021 General Election in substantially the same form as set forth in Exhibit A.



**AGREEMENT TO CONDUCT JOINT ELECTIONS BETWEEN  
FLATONIA INDEPENDENT SCHOOL DISTRICT AND THE CITY OF FLATONIA**

WHEREAS:

1. The Flatonia Independent School District, ("District") and the City of Flatonia, ("City") collectively referred to hereinafter as the "Entities" or "Participating Entities", are political subdivisions of the State of Texas which intend to hold their annual general elections jointly on the May uniform election date; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions, including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. It would encourage greater voter participation and be convenient to the voters for the District and the City, to hold a joint election in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, pursuant to Sections 271.002 and 271.003 of the Texas Election Code, and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the Participating Entities acting by and through their respective governing bodies, as follows:

I. Scope of the Election Agreement

The District and the City will each contract annually with Fayette County for election, services to be provided in any joint general elections between the Entities.

II. Election Judges. Officers. and Clerks

Determinations regarding the appointment of Election Judges, Officers and Clerks for the joint election shall be made by each Entity in accordance with each Entity's annual contract with Fayette County for election services in the joint general election.

III. Early Voting

Early voting shall be conducted in accordance with the terms and conditions of each Entity's annual contract with Fayette County for election services in the general joint elections. The Entities will share common early voting locations as provided in their respective annual contracts with Fayette County for election services in their joint general election.

IV. Election Day

The Entities will share common election-day voting locations as provided in their respective annual contracts with Fayette County for election services in the joint general elections conducted pursuant to this agreement.

V. Joint Election Costs: Payment

- A. Allocation and Payment of Costs. The allocation and payment of costs of each joint general election will be determined by each Entity in its annual election services contract with Fayette County.
- B. Cancellation. In the event any Participating Entity cancels its election because of unopposed candidates under Subchapter C of Title I the Texas Election Code, the rights, duties and responsibilities of each remaining Entity shall be determined in accordance with that Entity's annual election services contract with Fayette County for the joint general election. In no event shall the canceling Entity have any responsibility or obligation under this agreement to make payment to any other Participating Entity after issuing an order canceling its election.

VI. General Provisions

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of each Joint Election, and discuss and resolve any problems which might arise regarding each Joint General Election.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities. This agreement remains in force and effect unless terminated by either party by giving 120 days written notice prior to the next May uniform election date. Such written notice shall be provided by certified mail to the other party.
- C. Authority to Execute. Each Entity agrees and certifies that each undersigned signatory has full authority to execute this agreement on behalf of the respective Entity.
- D. Custodian of Records. Each Participating Entity will serve as its individual Custodian for purposes of election records as required by law. Each Participating Entity shall appoint a qualified person to act as Custodian of Records for the Entity to perform the duties imposed by the Election Code on the Custodian of Records, subject to the terms and condition of each Entity's annual contract with Fayette County.

VII. Miscellaneous Provisions

- A. Venue and Choice of law. The Entities agree that the venue for any dispute arising under this Agreement will lie in the appropriate courts of Fayette County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

- B. Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed, and supersede all prior agreements, including prior election services contracts relating to each Entity's general election conducted under the terms of this agreement. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement, as expressed in the terms and provisions of this Agreement.
- D. Breach. In the event that any Participating Entity breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.
- E. Other Instruments. The Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F. Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to
- G. Amendment/Modification. Except as otherwise provided, this agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.
- H. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals, and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together, and shall constitute one and the same Agreement.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this 8th day of March, 2021.

\_\_\_\_\_  
Flatonia ISD Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary

CITY OF FLATONIA, TEXAS

BY: \_\_\_\_\_  
Bryan Milson, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Heather Ambrose  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Angela Flores Beck City Attorney



# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## DELIBERATION AGENDA

**3.1.2021.3**

### **Agenda Item:**

City Council to consider and take appropriate action on Resolution 2021.3.1 of the City of Flatonia, Texas, approving a corrected order of a General City Election to be held on the 1st day of May 2021, for the purpose of electing three (3) Council Members, for two-year terms each; providing for election officers; designating the place and manner of holding said election; providing for notice of said election and the conduct thereof; approving a joint election with Flatonia ISD; and providing an effective date.

### **Background:**

This Resolution is intended to correct the Order of Election that was approved on January 12, 2021 by Council. This sets the two days of extended voting hours (12 hours) to be held on April 19<sup>th</sup> and 26<sup>th</sup>. The Resolution combines other election related information into one cohesive document.

### **Attachments:**

- Election Services Contract with Fayette County
- CORRECTED ORDER OF ELECTION FOR MUNICIPALITIES

### **Recommended Motion:**

Move to approve Resolution 2021.3.1 of the City of Flatonia, Texas, approving a corrected order of a General City Election to be held on the 1st day of May 2021, for the purpose of electing three (3) Council Members, for two-year terms each; providing for election officers; designating the place and manner of holding said election; providing for notice of said election and the conduct thereof; approving a joint election with Flatonia ISD; and providing an effective date.

## RESOLUTION 2021.3.1

**A RESOLUTION OF THE CITY OF FLATONIA, TEXAS, APPROVING A CORRECTED ORDER OF A GENERAL CITY ELECTION TO BE HELD ON THE 1<sup>ST</sup> DAY OF MAY 2021, FOR THE PURPOSE OF ELECTING THREE (3) COUNCIL MEMBERS, FOR TWO-YEAR TERMS EACH; PROVIDING FOR ELECTION OFFICERS; DESIGNATING THE PLACE AND MANNER OF HOLDING SAID ELECTION; PROVIDING FOR NOTICE OF SAID ELECTION AND THE CONDUCT THEREOF; APPROVING A JOINT ELECTION WITH FLATONIA ISD; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Section 41.001 of the Texas Election Code, as amended ("Code") establishes the first Saturday in May as a "uniform election date" for the purposes of conducting general and special elections; and

**WHEREAS**, the City Council of the City of Flatonia, Texas ("City Council") is the governing body authorized to order a general election pursuant to Chapter 41 of the Code, and Chapter 22 of the Texas Local Government Code; and

**WHEREAS**, the City Council has determined that the City shall conduct a general election to elect three (3) full term Council Members; and

**WHEREAS**, through mistake or inadvertence the Order approved on January 12, 2021 did not specify the two (2) days during the period of early voting when early voting will be held for a continuous period of twelve (12) hours; and

**WHEREAS**, the City Council has been advised that a corrected Order of Election must be issued specifying the two days during the early voting period during which early voting will occur for twelve continuous hours on each of those two days.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLATONIA, TEXAS, THAT:**

**Section 1:** In accordance with the general laws and Constitution of the State of Texas, a general election is hereby called and ordered for the first Saturday in May 2021, the same being the 1<sup>st</sup> day of said month ("Election Day"), to be held between the hours of seven o'clock a.m. (7:00 a.m.) and seven o'clock p.m. (7:00 p.m.).

**Section 2:** The purpose of the general election ordered by this Resolution is so that all qualified voters residing within the corporate limits of the City of Flatonia, Texas, may vote for the purpose of electing three (3) full term Council Members.

**Section 3:** The order in which the names of the candidates will be printed was determined by a drawing by the City Secretary on February 22, 2021 as provided by Section 52.094 of the Texas Election Code.

**Section 4:** Three (3) Council Members shall be elected for the City by a plurality vote of the registered voters of the City. Three (3) Council Members shall be qualified for office as specified by the Code, by Chapter 22 of Texas Local Government Code, and by other applicable law. Three (3) Council Members shall hold office for a period of two years.

**Section 5:** The City Council hereby designates the following election day polling location for the voters for the Fayette County Election Precincts located wholly or partially within the City of Flatonia, Texas, and said designated polling place shall be: Flatonia City Hall, located at 125 E. South Main Street, City Council Chambers. The polls shall be open on said Election Day at said polling place from seven o'clock a.m. (7:00 a.m.) to seven o'clock p.m. (7:00 p.m.).

**Section 6:** Section 61.012 of the Code requires that the City must provide at least one accessible voting system in each polling place used in a Texas election on or after January 1, 2006. The City shall use, in Early Voting and Election Day Voting, a voter assist terminal as approved by the Secretary of State and shall contract with the Fayette County Elections Administrator (attached as Exhibit "A") for the use of said voter assist equipment that Fayette County uses for its elections, as same may be necessary.

**Section 7:** The preparation of the voting equipment to be used in connection with the general election ordered herein shall conform to the Code to permit the electors to vote for three (3) full term Council Members.

Ballots shall include such provisions, markings, and language as may be required by law. The City shall contract with the Fayette County Elections Administrator for the use of said voting equipment and ballots for the election ordered by this Resolution, as same may be necessary.

**Section 8:** The City shall contract with the Fayette County Elections Administration to perform all duties normally performed by Fayette County in general elections with respect to early voting, election day voting, and preparing the official ballots.

**Section 9:** The City Secretary is hereby authorized and instructed to provide and furnish all necessary election notices, preparation of ballot wording and candidate order to the County Elections Administrator, and necessary submissions to the U.S. Department of Justice under the Federal Voting Rights Act of 1965.

**Section 10:** The City shall contract with the Fayette County Elections Administrator to coordinate, supervise, and handle all aspects of administering the election ordered by this Resolution. Early voting shall be conducted in accordance with the Code and with the contract between the City and the Fayette County Elections Administrator.

**Section 11:** Early Voting shall begin on April 19, 2021 through and including April 26, 2021. The Early Voting location is designated in the Fayette County Elections Administrator contract with the City, and shall remain open for at least eight (8) hours on each day for Early Voting which is not a Saturday, a Sunday, or an official state or federal holiday, between the hours of eight o'clock a.m. (8:00 a.m.) and four o'clock p.m. (4:00 p.m.)

**Section 12:** In accordance with Section 85.005(d) of the Code, two days of the Early Voting period will be open for twelve (12) hours on days which are not a Saturday, a Sunday, or an official state or federal holiday. The dates specified for the extended hours are April 19 and 26, 2021.

**Section 13:** All voting, including early voting by personal appearance, shall be accomplished by ES&S ExpressVote electronic voting system equipment approved by the Fayette County Elections Administrator. The City hereby appoints the Fayette County Elections Administrator as the custodian of voted ballots.

**Section 14:** Pursuant to the Election Services Contract with the Fayette County Election Administrator, the Elections Administrator will be responsible for appointing the election judge, any alternate election judge, any clerk(s) or other election worker(s). Election workers shall be paid by the City with the expense split with Flatonia ISD.

**Section 15:** The election ordered by this Resolution shall be held in accordance with the Code and the contract between the City and the Fayette County Elections Administrator. The City shall give notice of said election in accordance with the provisions of the Code, and all necessary orders and writs for said election shall be issued by the proper authority. The Mayor is hereby authorized to execute the contract between the City and the Fayette County Elections Administrator, and to execute such other documents related to the election ordered by this Resolution, as may be necessary to the proper conduct thereof.

**Section 16:** Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this Resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portions of this Resolution, but in all respects said remaining portions shall be and remain in full force and effect.

**Section 17:** This Resolution shall take effective immediately from and after the date of its passage.



**PASSED AND APPROVED** by the City Council of the City of Flatonia, Texas, on this the 9<sup>th</sup> day of March 2021.

CITY OF FLATONIA, TEXAS

By: \_\_\_\_\_  
Bryan Milson  
Mayor

ATTEST:

\_\_\_\_\_  
Heather Ambrose  
City Secretary

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Maria Angela Flores Beck  
City Attorney

CORRECTED ORDER OF ELECTION FOR MUNICIPALITIES

An election is hereby ordered to be held on May 1, 2021 for the purpose of:

Electing the following officers of the City Council of the City of Flatonia, Texas:

Three (3) City Council Members

Early voting by personal appearance will be conducted each weekday at:

Flatonia City Council Chambers, 125 E. South Main, Flatonia, Texas 78941

(location)

**Early Voting Dates: April 19 – April 27th**

April 19<sup>th</sup> (7:00 a.m. – 7:00 p.m.)

April 20<sup>th</sup> – 23<sup>rd</sup> (8:00 a.m. – 4:00 p.m.)

April 26<sup>th</sup> (7:00 a.m. – 7:00 p.m.)

April 27<sup>th</sup> (8:00 a.m. – 4:00 p.m.)

Applications for ballot by mail shall be mailed to:

Terri Hefner  
(Name of Early Voting Clerk)

P.O. Box 605  
(Address)

La Grange, TX 78945  
(City) (Zip Code)

Applications for ballots by mail must be received no later than the close of business on

April 20<sup>th</sup>, 2021.  
(date)

Issued this the 9<sup>th</sup> day of March, 2021.

\_\_\_\_\_  
Signature of Mayor

\_\_\_\_\_  
Signature of Councilmember

\_\_\_\_\_  
Signature of Councilmember

\_\_\_\_\_  
Signature of Councilmember

\_\_\_\_\_  
Signature of Councilmember

\_\_\_\_\_  
Signature of Councilmember

**Instruction Note: A copy of this election order must be delivered to the County Clerk/Elections Administrator and Voter Registrar not later than 60 days before election day.**





# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## DELIBERATION AGENDA

**3.1.2021.4**

### **Agenda Item:**

Consider and take appropriate action on Ordinance 2021.3.1 repealing Article 1.15, Boards, Committees and Commissions, Sections 1.15.031 through Section 1.15.046, inclusive of Division 2, entitled Economic Development Commission, Chapter 1, General Provisions, of the City of Flatonia Code of Ordinances, as no longer necessary or advisable inasmuch as the citizens of the City of Flatonia did, on May 6, 2017, by special election, establish a 4B Economic Development Corporation, and establishing an effective date.

### **Background:**

By election on May 6, 2017, the Economic Development Corporation was created. However, the previously created Economic Development Commission was never repealed, and having its existence in the City Code of Ordinances causes confusion and conflicting provisions. Ordinance 2021.3.1 will repeal the previous ordinance and better ensure that the provisions regarding economic development are clearly under the Economic Development Corporation.

### **Attachments:**

- Ordinance 2020.3.1

### **Recommended Motion:**

Move to approve Ordinance 2021.3.1 repealing Article 1.15, Boards, Committees and Commissions, Sections 1.15.031 through Section 1.15.046, inclusive of Division 2, entitled Economic Development Commission, Chapter 1, General Provisions, of the City of Flatonia Code of Ordinances, as no longer necessary or advisable inasmuch as the citizens of the City of Flatonia did, on May 6, 2017, by special election, establish a 4B Economic Development Corporation, and establishing an effective date.

## **ORDINANCE NO. 2021.3.1**

**AN ORDINANCE REPEALING ARTICLE 1.15, BOARDS, COMMITTEES AND COMMISSIONS, SECTIONS 1.15.031 THROUGH 1.15.046, INCLUSIVE OF DIVISION 2, ENTITLED ECONOMIC DEVELOPMENT COMMISSION, CHAPTER 1, GENERAL PROVISIONS, OF THE CITY OF FLATONIA CODE OF ORDINANCES AS NO LONGER NECESSARY OR ADVISABLE INASMUCH AS THE CITY OF FLATONIA CITIZENS DID, BY SPECIAL ELECTION HELD ON MAY 6, 2017 ESTABLISH A 4B ECONOMIC DEVELOPMENT CORPORATION; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the citizens of the City of Flatonia, Texas did, on May 6, 2017, approve the creation of a Section 4B Economic Development Corporation pursuant to the provisions of the Development Corporation Act of 1979, formerly Article 5190.6 of the Texas Revised Civil Statutes, was codified at Title 12, Subtitle C1, Section 501 et seq., providing for the creation of economic development corporations by municipalities for the purposes specified in the applicable provisions of the Development Corporation Act; and

**WHEREAS**, prior to the Special election held on May 6, 2017, the City Council of the City of Flatonia, Texas, had provided for the creation, by ordinance, of an Economic Development Commission to direct efforts toward the economic development of the City of Flatonia, Texas; and

**WHEREAS**, the City Council has been advised that the continued existence of the provisions in the Code of Ordinances of the City of Flatonia wherein the Economic Development Commission was created, namely, Article 1.15, Sections 1.15.031 through 1.15.046, inclusive, Division 2, of Chapter 1 of the Code of Ordinances of the City of Flatonia creates confusing and conflicting provisions regarding economic development and should be repealed.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FLATONIA, TEXAS, THAT:**

**Section 1.** Article 1.15, Bards, Committees and Commissions, Sections 1.15.031 through 1.15.046, inclusive, of Division 2, entitled Economic Development Commission, Chapter 1, General Provisions, of the City of Flatonia Code of Ordinances, be and they are hereby repealed.

**Section 2.** This ordinance shall be cumulative of all other ordinances of the City of Flatonia, and this ordinance shall not operate to repeal or affect any other ordinances of the City of Flatonia except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, are hereby repealed.

**Section 3.** The sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

**Section 4.** The City Council officially finds, determines, recites and declares that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code; and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

**Section 5.** This Ordinance shall be effective immediately from and after its final passage and any publication in accordance with the requirements of the City of Flatonia and the laws of the State of Texas.

**PASSED AND APPROVED** on this \_\_\_\_ day of March, 2021, with \_\_\_\_ Council members voting for and \_\_\_\_ Council members voting against.

\_\_\_\_\_  
Bryan Milson  
Mayor

ATTEST:

\_\_\_\_\_  
Heather Ambrose  
City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Maria Angela Flores Beck  
City Attorney



# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## DELIBERATION AGENDA

**3.1.2021.5**

### **Agenda Item:**

Consideration, discussion, and possible action concerning award of the engineering services contract for the preparation of the City's 2021-2022 Texas Community Development Block Grant (TxCDBG) application and subsequent engineering contract if funded to BEFCO Engineering, Inc.

### **Background:**

The City of Flatonia will apply for a 2021/2022 TxCDBG grant. As part of the grant process, the City, with the assistance of Grant Administrator Langford, solicited for engineering proposals. Four (4) proposals were received and opened on March 1, 2021. The Proposals were reviewed and scored by a team of two City staff members and the Mayor. References were checked to complete the scoring process. Following the scoring, BEFCO Engineering, Inc. was recommended for the engineering contract if funded.

### **Attachments:**

Sample CONTRACT FOR ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

### **Recommended Motion:**

Move to approve the award of the engineering services contract for the preparation of the City's 2021-2022 Texas Community Development Block Grant (TxCDBG) application and subsequent engineering contract if funded to BEFCO Engineering, Inc.

**DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.**

## Sample Contract

### ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

#### PART I AGREEMENT

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the CITY/COUNTY OF \_\_\_\_\_, hereinafter called the "City"/"County", acting herein by \_\_\_\_\_ hereunto duly authorized, and \_\_\_\_\_ hereinafter called "Firm," acting herein by \_\_\_\_\_.

WITNESSETH THAT:

WHEREAS, the City/County of \_\_\_\_\_ desires to [implement/construct/etc.] the following: \_\_\_\_\_ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage \_\_\_\_\_ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number \_\_\_\_\_.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on \_\_\_\_\_. In any event, all of the services required and performed hereunder shall be completed no later than \_\_\_\_\_.

3. Local Program Liaison - For purposes of this Agreement, the [e.g. City Manager/County \_\_\_\_\_] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. 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/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in



order to make audits, examinations, excerpts, and transcripts, and to close out the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County 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 \$ \_\_\_\_\_. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, 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 accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in \_\_\_\_\_ 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 an incorporated into this Agreement.
9. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments: ] represents the entire and integrated agreement between the City/County and the Firm 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/County and the Firm.

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/County Official)  
\_\_\_\_\_  
          (Printed Name)  
\_\_\_\_\_  
          (Title)

BY: \_\_\_\_\_  
          (Firm/Contractor’s Authorized Representative)  
\_\_\_\_\_  
          (Printed Name)  
\_\_\_\_\_  
          (Title)

**PART II**  
**SCOPE OF SERVICES**

The Firm shall render the following professional services necessary for the development of the project:  
(Choose appropriate contracted services)

**SCOPE OF SERVICES**

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
  - a. Name and address of property owners;
  - b. Legal description of parcels to be acquired; and
  - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within \_\_\_\_\_ days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through [www.SAM.gov](http://www.SAM.gov).
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

## SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing

contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
  - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
  - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
  - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
  - d. Section 3 of the Housing and Urban Development Act of 1968;
  - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
  - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

#### STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in

accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
  3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
  4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
-

**PART III -  
PAYMENT SCHEDULE**

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
<b>Total</b>	<b>100%</b>

**NOTE:** Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

**SPECIAL SERVICES**

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a \_\_\_\_\_ percent (\_\_\_\_%) overhead charge. All fees for testing shall not exceed a total of \_\_\_\_\_ and No/100 Dollars (\$\_\_\_\_\_).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

**PART IV**  
**TERMS AND CONDITIONS**

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm 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 Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm 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 Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County'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 City/County; (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 City/County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm'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 Amendment 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 Firm 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/County.
- b. All of the services required hereunder will be performed by the Firm 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/County. 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 Firm 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/County thereto; Provided, however, that claims for money by the Firm from the City/County 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/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this 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 Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 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. The Firm and the City/County 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 Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

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 Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. **Governing Body.** No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm 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 Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. **The Firm and Employees.** The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm 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/County or in any business, entity, organization or person that may benefit from the award. The Firm 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 Firm 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 Firm. The Firm 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 Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, 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 Firm 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 Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, 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 Firm 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 Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The Firm 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 Firm 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 Firm'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 Firm 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 Firm 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 Firm 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 Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm 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 Firm 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 of the Rehabilitation Act of 1973, as amended. The Firm 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 Firm 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.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

*[If this Contract is greater than \$100,000, include the following Section 3 language:]*

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
  - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
  - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
  - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**PART V**  
**PROJECT TIME SCHEDULE**  
**ENGINEERING/ARCHITECTURAL/SURVEYOR**  
**PROFESSIONAL SERVICES**

***INSERT YOUR OWN TIME SCHEDULE***

## MONTHLY STATUS REPORT

Grant Recipient: \_\_\_\_\_ Date Submitted: \_\_\_\_\_

Grant No.: \_\_\_\_\_ Reporting Period: \_\_\_\_\_

Project Status:

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Date of Last Inspection: \_\_\_\_\_

Name of Inspector: \_\_\_\_\_

Inspection Description:

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Projected Date of Construction Completion: \_\_\_\_\_

Amount of Last Pay Request: \_\_\_\_\_

Date of Last Pay Request: \_\_\_\_\_

Status of Last Pay Request: \_\_\_\_\_

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
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_____	_____
_____	_____
_____	_____

*\*This report may be e-mailed or faxed to the Grant Recipient*

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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  
Signature of vendor doing business with the governmental entity \_\_\_\_\_ Date \_\_\_\_\_



**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:

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(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.

# Engineer/Architect/Surveyor Rating Sheet

Grant Recipient \_\_\_\_\_  
 Name of Respondent \_\_\_\_\_  
 Evaluator's Name \_\_\_\_\_

TxCDBG Contract No. \_\_\_\_\_  
 Date of Rating \_\_\_\_\_

**Experience** -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	_____	
2. Has worked on federally funded construction projects	10	_____	
3. Has worked on projects that were located in this general region.	10	_____	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	15	_____	
5. Current Certification of TxCDBG Project Implementation Training	5	_____	
<b>Subtotal, Experience</b>	60	_____	

**Work Performance**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
<b>Subtotal, Performance</b>	25	_____

**NOTE:** Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

**Capacity to Perform**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
<b>Subtotal, Capacity to Perform</b>	15	_____

**TOTAL SCORE**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
<b>Total Score</b>	100	_____



# Flatonia City Council

Staff Report

March 9, 2021 Council Meeting

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## DELIBERATION AGENDA

**3.1.2021.6**

### **Agenda Item:**

Council to discuss, consider, and possibly take appropriate action on the City streetlight system to include possible evaluation of the system to determine what, if any plans might result from that evaluation, and, if necessary, provide City Manager with direction on future planning.

### **Background:**

Councilmember Catherine Steinhauser requested that a discussion related to evaluating the City's streetlight system be held.

### **Recommended Motion:**

Motion will be determined by what action, if any, is needed following the discussion.