

AGENDA

Special City Council Meeting and Workshop

5:30 PM - Tuesday, June 22, 2021

City Council Chambers, 201 E. Nash Street, Terrell, TX

Mayor Rick Carmona

Council Members

District 2 - Grady Simpson

District 3 - Mayrani Velazquez

District 4 - Stephanie Holmes-Thomas

District 5 - Tim Royse

City Manager Mike Sims



NOTICE IS HEREBY GIVEN that the Terrell City Council will conduct a Special City Council Meeting and Workshop at 5:30 p.m. on Tuesday, June 22, 2021, at Terrell City Hall located at 201 East Nash Street. The meeting is open to the public with limited seating in the Council Chambers. Recommendations of the CDC regarding social distancing will be practiced during the course of the public meeting to slow the spread of the Coronavirus (COVID-19).

If you choose not to attend in person and you wish to submit public comments, email support@cityofterrell.org and title the email "Public Comment". All public comments submitted by 12:00 pm on Tuesday, June 22, 2021 will be provided to the City Council members and read into the record for the Tuesday, June 22, 2021 City Council Meeting.

Page

1. CALL TO ORDER

2. INVOCATION

3. PLEDGE TO AMERICAN FLAG AND TEXAS FLAG.

4. MAYOR AND COUNCIL COMMUNITY RECOGNITION AND EVENTS

Recognize Terrell Fire Department First Responders

5. HEAR REMARKS FROM VISITORS.

This time is set aside on the agenda to invite any person to address the Council on issues not subject to a public hearing. Routine administrative matters are best discussed with the appropriate City Staff before bringing them to the Council. Prior to the meeting, please complete a "Citizen Participation Form" and present it to the City Secretary. In accordance with the Texas Open Meetings Act, Section 551.042, the City Council cannot discuss, consider, or take action on matters not listed on the agenda. Speakers should limit their comments to 3 minutes and are asked to speak into the microphone provided, identifying themselves for the record. The total amount of time set aside for this place on the agenda is 15 minutes. Comments of a personal nature directed at the Council or Staff are inappropriate.

6. DISCUSSION ITEMS

- | | | |
|------|--|---------|
| 6.1. | Discuss Terrell Citizens Police Academy.
Citizens Police Academy 2021 Workshop presentation | 5 - 9 |
| 6.2. | Discuss Award for Professional Services to Design Water Main Replacements in East Moore and Water and Sewer Main Installations in Sixth Street.
Agenda Item Report - AIR-21-062 - Pdf | 10 - 23 |

7. BUSINESS ITEMS

- | | | |
|------|--|---------|
| 7.1. | Discuss and Consider Work Authorization 19 for Professional Services related to the FM148 North Project.
Agenda Item Report - AIR-21-056 - Pdf | 24 - 33 |
| 7.2. | Discuss and Consider Professional Services Contract for the Design of a Water Main in N. Blanche Street from E. Moore to E. High Street
Agenda Item Report - AIR-21-057 - Pdf | 34 - 49 |
| 7.3. | Discuss and Consider Professional Services Contract for the Design of Sewer Main for the TxCDBG Project.
Agenda Item Report - AIR-21-058 - Pdf | 50 - 65 |
| 7.4. | Discuss and Consider Amendment No. 1 for Professional Services for Drainage Improvements Evaluation for the Boone/West End/Mineral Wells Project.
Agenda Item Report - AIR-21-059 - Pdf | 66 - 72 |
| 7.5. | Discuss and Consider Resolution No. 1048 a Resolution Adopting Policies in Connection with the TxCDBG Programs. | 73 - 95 |

[Agenda Item Report - AIR-21-060 - Pdf](#)

- 7.6. Discuss and Consider Resolution No. 1049 a Resolution Designating Signature Authorizations for Community Development Block Grant Projects. 96 - 97

[Agenda Item Report - AIR-21-061 - Pdf](#)

- 7.7. Discuss and Consider Resolution No. 1050 Authorizing a Request for Financial Assistance from the Texas Department of Transportation Aviation Program. 98 - 99

[Agenda Item Report - AIR-21-055 - Pdf](#)

- 7.8. Discuss and Consider Fire Department Administration Lease. 100 - 118
[Fire Admin Lease](#)

8. INFORMATIONAL REPORTS

- 8.1. Review Fire Department Monthly Report. 119 - 120
[Monthly Report May 2021](#)

- 8.2. Discuss National Incident-Based Reporting System May 2021 Report. 121 - 122
[May 2021 NIBRs](#)

- 8.3. Review April 2021 Financials. 123 - 136
[Financial Report 4.30](#)

9. ADJOURN INTO EXECUTIVE SESSION IN ACCORDANCE WITH SECTION 551 OF THE TEXAS GOVERNMENT CODE TO DISCUSS THE FOLLOWING:

Section 551.072 Deliberations Regarding Real Property.

Section 551.087 Deliberations Regarding Economic Development Negotiations.

10. RECONVENE INTO REGULAR SESSION AND CONSIDER ACTION, IF ANY, ITEMS DISCUSSED IN EXECUTIVE SESSION.

11. ADJOURN.

I, the undersigned authority, do hereby certify that the above NOTICE OF MEETING of the Governing Body of the City of Terrell is a true and correct copy of said NOTICE, which has been posted on the front OUTDOOR BULLETIN BOARD CABINET FOR AGENDAS of the Terrell City Hall, Terrell, Texas, a place convenient and readily accessible to the General Public and on the website at cityofterrell.org, and which has been continuously posted for a period of seventy-two (72) hours prior to the date and time said meeting was convened.
Posted Friday, June 18, 2021 –5:00 p.m.

Dawn Steil, City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at 972-551-6600 for further information. Braille is not available.

Council Reserves the Right to Adjourn into Executive Session to Seek Legal Counsel on a Matter Which the Canon of Legal Ethics Demands to Preserve the Attorney-Client Privilege Pursuant to Section 551.071(2) of the Texas Government Code.

Terrell Police Department

Citizens Police Academy

Terrell Police Department

- The Terrell Police Department sponsors the Citizen's Police Academy with the goal of educating the citizens of Terrell on the operations of the Department. This is accomplished through a series of lectures and hands-on activities on Thursday evenings from 7:00 p.m. to 9 p.m. for 10 weeks.

The Citizen's Police Academy (CPA) is led by the Department, with all lectures and activities taught by Police Officers whose current assignments are directly involved in the policing activities covered in their segment of the academy. The CPA is conducted at the Terrell Police Department Rosenbaum Room. The equipment used during the CPA is the same equipment used to train police officers.

Terrell Police Department

Who Can Attend

- Citizens who reside or work in the City of Terrell who:
 - Are over 18 years of age and out of high school
- Possess a valid Texas driver's license
- Successfully complete a background investigation.
- The first class will be comprised of 4 persons from each council district that have been recommended by their council person.
- Recommendations should be based on community leaders who are interested in fostering the relationship between the community and law enforcement.

Terrell Police Department Classes

- Admin Organization
- History of Law Enforcement
- Officer Selection and FTO
- Patrol Division
- Jail Operations & Visit
- Criminal Investigations
- SWAT Operations
- Traffic Enforcement
- Communications
- Facility Visit
- Defensive Tactics
- Use Of Force
- Evidence & Property
- Crime Scene
- Narcotics Operations
- Family Violence Child Abuse
- Building Searches Practical
- Traffic Stops Practical

Terrell Police Department Classes

- The Next Step

- 1) Council members will need to recruit candidates for class
- 2) Recruits will need to obtain applications from the Police Department
- 3) Background checks will be performed by the Police Department
- 4) Police Department will provide Council with a list of successful applicants

Class Begins (To Be Determined)

Special City Council Meeting and
Workshop
AGENDA ITEM REPORT



To:
Subject: Discuss Award for Professional Services to Design Water Main Replacements in East Moore and Water and Sewer Main Installations in Sixth Street.
Meeting: Special City Council Meeting and Workshop - Jun 22 2021
Department: Engineering
Staff Contact: Mike Mikeska, Assistant City Engineer

BACKGROUND INFORMATION:

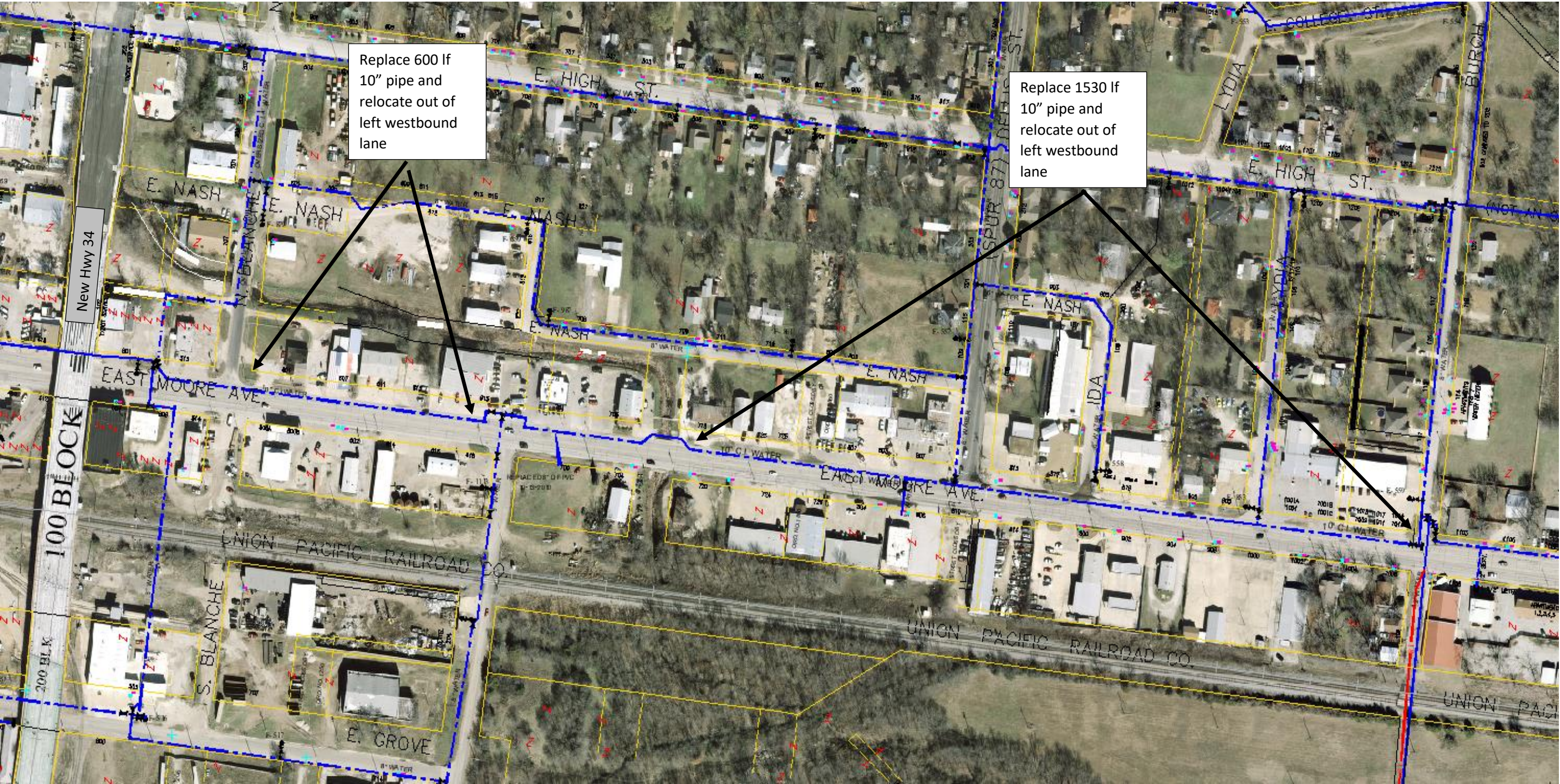
The design needs at these two locations are driven by different needs. There is an existing 10 inch water main in East Moore located in the westbound lane of traffic that has required numerous repairs. A section of main has been replaced on previous projects, but staff is proposing to design and replace approximately 1400 ft with 12 inch water main and relocate it along the north ROW line, outside of traffic.

The Sixth Street project presents an opportunity to both complete tie-ins in our water system and provide water and sewer service to several lots that are not developable currently. Survey and evaluation will be conducted along Sixth Street and Seventh Street between Lawrence Avenue and Main Street.

Staff has negotiated a scope and fee with McManus & Johnson Consulting Engineers, LLC for an amount not to exceed \$237,100.00. Funding for the project will be from the Utility Capital Reserve Fund.

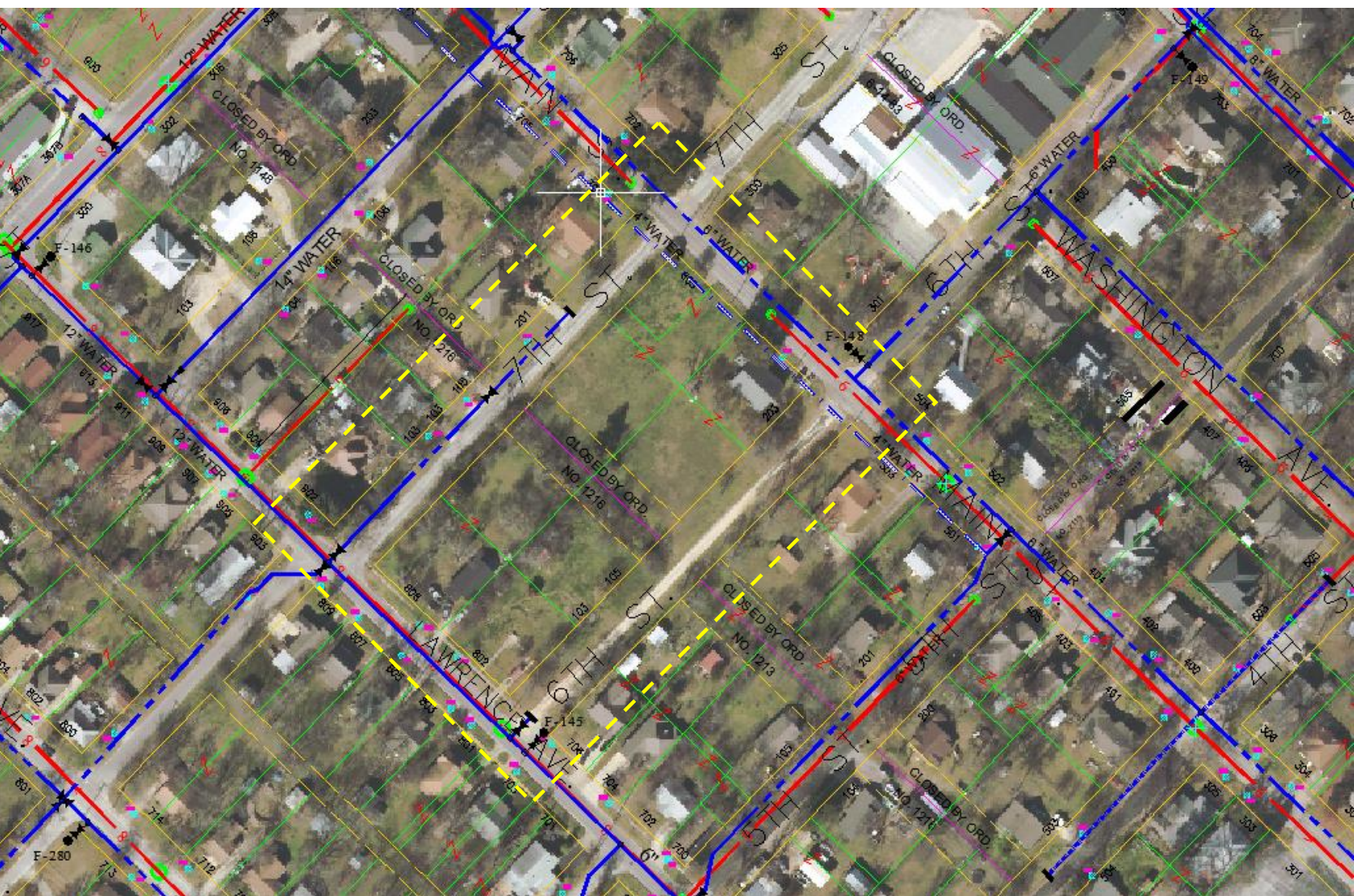
ATTACHMENTS:

[E Moore and 6th areas - agenda item](#)



EAST MOORE WATER MAIN REPLACEMENT – NEW HIGHWAY 34 TO BURCH STREET

SIXTH STREET AREA WATER AND SEWER DESIGN



**ATTACHMENT A
SCOPE OF WORK
EAST MOORE AVENUE AND MAIN STREET AREA UTILITY IMPROVEMENTS**

PROJECT DESCRIPTION

East Moore Avenue Water Main Replacement - The City of Terrell (City) plans to replace the existing 10-inch water main in East Moore Avenue from U.S. Hwy 34 to North Burch Street leaving out some lengths that have been recently replaced. The project will include making connections to existing mains at U.S. Hwy 34, Gardner Street, the creek East of Gardner Street, Dellis Street, Ida Street, Lydia Street and North Burch Street. All services that are connected to the existing 10-inch water main will be replaced and connected to the new 12-inch water main to be installed. The project will also include abandoning the existing 10-inch water main.

6th Street Area Utility Improvements – The City desires to construct a new water main in 6th Street from Lawrence Street to Main Street. A brief study will be completed to determine the most appropriate location for new sanitary sewer main(s) in 6th Street and/or 7th Street to provide service for properties that are currently unserved. A short section of water main is also planned for 7th Street near Main Street to provide looping for a dead-end water main.

Construction Phasing – Phase 1 - The City plans to complete the design and construction of the water and sanitary sewer main improvements in multiple phases. The first phase will be the work in the 6th Street location. **Phase 2** - The second grouping will be the 12-inch water main and connections in East Moore Avenue. – **NOTE: Construction Phasing is not included in this project.**

PRELIMINARY EVALUATION AND APPROACH

MJCE will review City of Terrell Record Drawings and Maps provided in the area of the project. These are to be provided to the MJCE by City of Terrell staff. We will perform an initial evaluation with consultation from City staff regarding the overall project objectives and preliminary analysis of the proposed project components prior to proceeding with survey. This will be scheduled in conjunction with a **Project Kickoff Meeting**.

SURVEYING PHASE SERVICES

MJCE will perform, through a sub-contract with a registered survey firm, the survey for design along the proposed alignments for all streets where water and sanitary sewer mains are to be designed. The locations currently planned for survey include:

initial survey footage is estimated as shown for each project location:

- 6th Street from Lawrence to Main Street Location
 - 6th Street from Lawrence to Main
 - 7th Street from Lawrence to Main
 - Abandoned ROW between Lawrence & Main
- E. Moore Avenue 12-inch Water Main
 - East Moore Avenue between U.S. Hwy 34 & N. Burch Street (excluding areas where new water main has been previously installed)
 - Ida Street for a short distance north of E. Moore
 - Lydia Street for a short distance north of E. Moore
 - Dellis Street for a short distance north of E. Moore

ITEM 6.2.

MJCE's surveyor will use City of Terrell monumentation, if available, but will establish a minimum of three temporary benchmarks (TBM) for construction. MJCE will incorporate aerial, topographic, and planimetric survey data provided by the City.

PRELIMINARY DESIGN – WATER AND WASTEWATER MAINS

MJCE will proceed with preliminary design for all pipelines identified and recommended by City of Terrell staff in a consultation meeting. The routing of the new water and wastewater mains will be based on approval of the City. MJCE will provide initial planning for the pipelines and will prepare preliminary design locations (to approximately 30%) for the construction of the pipelines. All pipelines in the final recommendation approved by the City will be included in the preliminary design, including all appurtenances and tunnel crossings. The following items are anticipated to be performed:

(A) Preliminary Engineering Report (PER)

MJCE will prepare a PER for the water and wastewater mains to be constructed in the East Moore Avenue area between U.S. Hwy 34 & N. Burch Street and for 6th Street and Main Street areas as outlined herein. The PER to be provided by MJCE will include:

- Preparation of a project layout sheet showing preliminary proposed alignment, general existing utility and drainage structure locations, property lines, owners and submit in approved Civil 3D or other City approved format in addition to a hard copy.
- Initial project layout and documentation of the plans for design of new pipelines and appurtenances with sufficient detail to indicate in general, the problems involved and alternate solutions available to the City.
- Preliminary OPCC for the project.

The PER will include sufficient information to provide the City the opportunity to review the proposed project prior to the Design Phase. MJCE will provide 2 copies of all PER documents, layouts, data and OPCC. MJCE will meet with City staff to discuss the PER and obtain approval of the recommended design approach in order to proceed with the Design Phase. MJCE will follow up after the PER review meeting with the City to address and make appropriate adjustments based on the City's comments. MJCE will submit 2 final copies of the documentation.

ENGINEERING DESIGN WATER & SANITARY SEWER MAINS

MJCE will incorporate comments received from the City on the Preliminary Design & move forward with final design on each phase to prepare final designs.

The City plans to construct the East Moore Avenue & 6th Street & Main Street Area utility improvements in phases. Phase I of the project is the initial design and construction of the portion consisting of:

- 6th Street – Lawrence Avenue to Main Street
 - 8" water main in 6th Street from Lawrence Avenue to Main Street
 - Evaluate the need to serve lots fronting 6th Street & 7th Street on either side of the abandoned Houston Street R.O.W.
 - Assume the design of an 8" SS main in 6th Street from Lawrence Avenue to serve lots on both sides of the abandoned Houston Street R.O.W.
 - Assume the design of an 8" SS main in 7th Street from Lawrence Avenue to serve lots on both sides of the abandoned Houston Street R.O.W.
 - 8" water main extension in 7th Street from the existing dead end to Main Street

Phase 2 of the project is the initial design and construction of the portion consisting of:

- 12" water main in East Moore Avenue for the following lengths:
 - E. of U.S. Hwy 34 R.O.W. to Gardner Street to connect to the existing 12" main
 - From the creek E. of Garner Street (connect to existing 12" main) to N. Burch Street
 - 8" water main north of E. Moore Avenue to connect to the main in Dellis Street (Spur 87)
 - 8" water main north of E. Moore Avenue to connect to the main in Ida Street
 - 8" water main north of E. Moore Avenue to connect to the main in Lydia Street
 - 8" water main north of E. Moore Avenue to connect to the main in N. Burch Street
 - New water service lines to all properties on both sides of E. Moore Avenue from U.S. Hwy 34 to N.

ITEM 6.2.

Burch Street

Design Phase Services (Lump Sum – Not to Exceed)**Phase 1**

After concurrence on the PER from the City, MJCE will prepare design drawings and specifications for Phase I as shown above consistent with City's procedures and standards. It is estimated that Phase I of the project will include:

- Approximately 805 LF of 8" water mains and appurtenances
- Approximately 600 LF of 8" sanitary sewer mains and appurtenances
- Miscellaneous water & sanitary sewer services to provide improvements to the appropriate city public utilities

Phase 2

Our team will review the plan for the water main in East Moore Avenue with City of Terrell staff & then proceed with design of Phase 2 of the project. It is estimated to include:

- Approximately 2,130 LF of 12" water main in the TXDOT R.O.W. between U.S. Hwy 34 & N. Burch Street – this includes connections to existing mains that were installed in recent years
- Encased Highway crossing of Dellis Street (Spur 87)
- Approximately 150 LF of 8" water main to make tie-ins to existing mains adjacent to East Moore Avenue including Dellis Street (Spur 87), Ida Street, Lydia Street, and N. Burch Street
- New water services to all existing services along East Moore for the limits of the project
- Abandon existing 10" water main located in East Moore Avenue that is currently under the paving

The Design of the proposed facilities will include the following tasks:

- Furnish to the City the engineering data needed for applications of routine permits by local, state and federal authorities to include 2 TXDOT permits for this project
- Show existing utilities to be replaced or relocated
- Show location of new utilities to be constructed consistent with the City's requirements and procedures
- Show limits of pavement to be removed including street pavement, sidewalk and drive approaches
- Provide final grades for new pavement in the plan view
- Provide alignment and details for new water mains in the plan view and water lines greater than 8-inch and at crossings of other utilities in profile view
- Provide a preliminary evaluation of existing drainage for the area being worked & construction details required to maintain drainage within the work area of the project
- Provide and include details required for a Storm Water Pollution Prevention Plan (SWPPP) – Note: Contractor will be required to develop and apply for the permit
- Provide an opinion on probable construction costs (OPCC)
- Prepare plan set for bidding and construction purposes that includes the following:
 - a. Cover Sheet
 - b. Utility Replacement/Extension Plan/ Profile sheets
 - c. City of Terrell Standard Construction Details
- Prepare Contract documents for **PHASE 1 ONLY** using City of Terrell standard contract documents in accordance with NCTCOG Standard Specifications for Public Works Construction, TXDOT Design Standards and the City's "Technical Construction Standards and Specifications" (TCSS) with preference given to the City's documents **NOTE: Plans for Phase 2 of this project will be completed to 90% Only with no Specifications to be developed and no construction documents**
- Submit plans at the following stages of completion for review in accordance with City requirements:
 - a. 1 set of 11"x17" & 1 set 22"x34" (full size) plans at approximately 60% completion
 - b. 1 set of 11"x17" & 1 set 22"x34" (full size) plans at approximately 90% completion
 - c. Five (5) sets of 22"x34" (full size) of approved plans
 - d. One (1) set of record drawings, including an electronic copy at project completion
- Revise and resubmit copies of submittals upon review and comment by the City

Deliverables: MJCE will provide design documents for the Phase I and Phase 2 (to 90% Completion) water and wastewater mains as described. The documents will be approved by a Licensed Engineer and ready for bidding. MJCE will also provide construction specifications for **PHASE 1 ONLY** consistent with the North Central Texas Council of Governments (NCTCOG) Standard Specifications for Public Works Construction and the City of Terrell TCSS. The City of Terrell standards will take precedence over the NCTCOG Specifications. The construction documents will incorporate the City of Terrell standards for construction. MJCE will prepare bid documents for the City to bid the project.

NOTE: It is currently anticipated that the City of Terrell will advertise the locations as 2 construction projects – Phase 1 & Phase 2. MJCE will provide services for 2 separate projects. The MJCE proposal includes separating the projects into 2 bid packages.

Construction Phase Services (Hourly – Not to Exceed)

MJCE will provide the following services during the bidding and construction process for **Phase 1** with **Phase 2** construction phase services not included in this project scope:

- A. Provide final plans and specifications in PDF format for the City
- B. Bid Phase Services – **Phase 1 ONLY**
 - a. Prepare Advertisement Language and Notice to Contractors
 - b. Provide Plans and Contracts for Bidders
 - c. Attend Pre-Bid Meeting
 - d. Issue Necessary Addendums
 - e. Attend Bid Opening
 - f. Provide Bid Tabulation
 - g. Review Low Bidder References
 - h. Provide Award Recommendation Letter
- C. Construction Administration – **Phase 1 ONLY**
 - a. Attend Pre-construction Meeting
 - b. Review Material Submittals
 - c. Address Requests for Information
 - d. Provide Site Visits (Assume 10 site visits)
 - e. Review Pay Request Submittals
 - f. Attend Construction Coordination Meetings if required
 - g. Attend Final Walk-Through at Substantial Completion of Construction
 - h. Provide Final Punch List
- D. Provide “as-built” drawings at the completion of the project based on contractor markups

Additional Services:

Right-of-Way Acquisition (Not Anticipated for This Project)

Easements are not anticipated to be required for the public water and wastewater mains associated with this project. If private easements are required, MJCE will prepare through a subconsultant sufficient easements to provide construction of the project. **NOTE: The project will include preparation of a right-of-entry notification for access by survey crews for the Phase 1 location.** If it is determined that easements are required, MJCE will provide sufficient documentation to acquire the proposed easements. MJCE will also prepare documentation in the appropriate format to assist the city with obtaining TXDOT permit(s) for work in East Moore Avenue (Hwy. 80) and crossing Dellis (Spur 87) and any work within the TXDOT right-of-way to abandon existing City facilities.

Services Not Included in this Scope of Work:

The following services are not included in the above stated scope of services and will be considered additional services if required:

- A. Pavement Marking Plan

ITEM 6.2.

- B. Construction Staking
- C. Geotechnical material sampling, testing, or analysis.
- D. Drainage improvements beyond the improvements identified in the Scope of Services.
- E. Design of retaining or screening walls.
- F. Construction Inspection
- G. Property Appraisals & Real Estate Services
- H. Specifications for Phase 2 Design
- I. Construction Phase Services for Phase 2 of the Scope of Work

**ATTACHMENT B
EAST MOORE AVENUE AND MAIN STREET AREA UTILITY IMPROVEMENTS
SCHEDULE OF WORK**

This Professional Engineering Services Contract is made in anticipation of conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control.

Notwithstanding any other provision of this Contract, MJCE shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control; including but not limited to natural disasters, adverse weather, acts of the City, third parties, or governmental agencies.

Upon authorization to proceed, MJCE will commence services as outlined in the Scope of Services. It is estimated that a Notice to Proceed will be issued not later than June 7, 2021. It is expected that the following schedule will be followed:

**PHASE 1 – 6TH STREET & MAIN STREET AREA UTILITY IMPROVEMENTS
SURVEY & PRELIMINARY ENGINEERING**

- Survey is estimated to be complete within 3 weeks of Notice to Proceed
- Preliminary (30%) design estimated complete within 3 weeks of receipt of the survey

ENGINEERING DESIGN – PHASE 1 – 6TH STREET & MAIN STREET AREA UTILITY IMPROVEMENTS

- 60% Design – Completion within 4 weeks of City concurrence of preliminary design
- 90% Design – Completion within 3 weeks of City concurrence with 60% design
- Final Design – Completion within 2 weeks of City concurrence with 90% design

CONSTRUCTION PHASE SERVICES – PHASE 1 – 6TH STREET & MAIN STREET AREA UTILITY IMPROVEMENTS

- Bidding of Phase 1 project construction is estimated to occur in October 2021 with an estimated construction time of 3 months

**PHASE 2 – EAST MOORE AVENUE 12-INCH WATER MAIN UPGRADE PROJECT
SURVEY & PRELIMINARY ENGINEERING**

- Survey is estimated to be complete within 5 weeks of Notice to Proceed
- Preliminary (30%) design estimated complete within 4 weeks of receipt of survey

ENGINEERING DESIGN – PHASE 2 – EAST MOORE AVENUE 12-INCH WATER MAIN UPGRADE

- 60% Design – Completion within 6 weeks of City concurrence of project layout & plan
- 90% Design – Completion within 5 weeks of City concurrence with 60% design
- Final Design – Completion within 3 weeks of City concurrence with 90% design

CONSTRUCTION PHASE SERVICES – PHASE 2 – EAST MOORE AVENUE 12-INCH WATER MAIN UPGRADE

- **N/A** – Construction Phase Services for Phase 2 are not included in this Scope of Work as it may be delayed to a future date.

ATTACHMENT C
EAST MOORE AVENUE AND MAIN STREET AREA UTILITY IMPROVEMENTS
COMPENSATION SCHEDULE

In accordance with Section IV of the Contract, compensation for the following tasks will be billed monthly as Lump Sum – Not to Exceed based on the percentage complete. The billing totals will be within the Not to Exceed amounts based on the following tasks:

PRELIMINARY DESIGN – WATER & WASTEWATER MAINS (Lump Sum – Not to Exceed)

Phase 1 – 6th Street Area Improvements

Surveying Phase Services – (Lump Sum – Not to Exceed) – Phase 1

6 th Street Area Improvements	\$ 12,900
Right of Entry Documentation	<u>\$ 500</u>
Survey Services Subtotal	\$ 13,400

Preliminary (30%) Design & City Review Total **\$ 7,000**

Total Preliminary Design **\$ 20,400**

ENGINEERING DESIGN – (Lump Sum – Not to Exceed)

Design Phase Services	
60% Design	\$ 18,000
90% Design	\$ 7,000
Final Design	<u>\$ 4,000</u>
Design Phase Subtotal	\$ 29,000

Construction Phase Services (Hourly – Not to Exceed)

Bid Phase Services	\$ 5,000
Construction Services	<u>\$ 8,000</u>
Construction Phase Subtotal – Phase 1	\$ 13,000

Total (Not to Exceed) Project Cost – Phase 1 **\$ 62,400**

Phase 2 – E. Moore Avenue Water Main – Hwy 34 to N. Burch Street Improvements

Surveying Phase Services – (Lump Sum – Not to Exceed) – Phase 2

East Moore Area Improvements	<u>\$ 24,300</u>
Survey Services Subtotal	\$ 24,300

Preliminary (30%) Design & City Review Total **\$ 18,000**

Total Preliminary Design **\$ 42,300**

ENGINEERING DESIGN – (Lump Sum – Not to Exceed)

Design Phase Services	
60% Design	\$ 41,000
90% Design	\$ 29,000
Design (90%) Subtotal Phase 2	\$ 70,000

Construction Phase Services (Hourly – Not to Exceed)

N/A – Not provided for this location

Total (Not to Exceed) Project Cost Subtotal – Phase 2 **\$112,300**

Total Anticipated Fee (Not to Exceed) **\$174,700**

**ATTACHMENT D
EAST MOORE AVENUE AND MAIN STREET AREA UTILITY IMPROVEMENTS
SUBCONTRACT SERVICES**

In accordance with Section VI of the Contract, MJCE will only utilize approved subconsultants to perform services on this project. Subcontract work anticipated for this project includes:

Registered Surveyor Services – This project will require a registered surveyor to perform the field work needed for the survey and for preparation of easement exhibits as required for construction of the water and wastewater mains associated with the project. For this project, these services will be provided by the following subconsultant, hereby considered approved by the City with the approval of this Contract:

Pacheco Koch
7557 Rambler Road, Suite 1400
Dallas, Texas 75231

Special City Council Meeting and
Workshop
AGENDA ITEM REPORT



To:
Subject: Discuss and Consider Work Authorization 19 for Professional Services related to the FM148 North Project
Meeting: Special City Council Meeting and Workshop - Jun 22 2021
Department: Engineering
Staff Contact: Steve Rogers, City Engineer

BACKGROUND INFORMATION:

This scope of services relates to Raba Kistner Infrastructure, Inc., in association with a sub-consultant, to provide survey and legal descriptions for three (3) parcels along FM 148 and assist in management and property acquisition. These documents are necessary for negotiations with property owners for the City to take ownership of the properties.

The proposed fee is not to exceed \$71,000.00. Funding is provided through the existing City/County and RTC Partnership.

ATTACHMENTS:

[RK Agreement - Agenda item](#)

ITEM CITY OF TERRELL
PASS-THROUGH TOLL
PROGRAM

Services Authorization

This Services Authorization, which is effective as of _____, shall constitute an amendment to the Professional Services Agreement between the City of Terrell ("City") and Raba Kistner Infrastructure, Inc. ("Engineer") dated October 17, 2011 ("Agreement"). Subject to the terms and conditions described in the Agreement, which are adopted as if repeated in their entirety herein, this Services Authorization serves as authorization by City to Engineer to proceed with the following Professional Engineering Services ("Services"):

City of Terrell Authorization Number:

WA 19

Project Component Name:

FM 148 North: From SP 557 to S of US 80

Phase Number:

Phase III R.O.W Services (Surplus Properties)

Maximum Compensation for this Authorization:

\$71,000.00

The Scope of Services for this Authorization shall be:

-The scope of services include: Oversight and Management of Complete Survey, Mapping, Appraisal, and Acquisition Services for three (3) parcels (S200, S201, and S202). Task also include Title ownership research, preparation of ROE form to be signed and delivered to Client, submission of complete packages to TxDOT, submitting signed agreements, and recording original documents in the real property records.

ADDITIONAL PROJECT COMPONENT OR PHASE SPECIFIC CONTRACT

DOCUMENTS: See attached: Exhibit A- Pinnacle Consulting Management Group Fee Schedule
Exhibit B - Raba Kistner Infrastructure, Inc. Fee Schedule

ADDITIONAL TERMS AND CONDITIONS:

ONLY THE CITY'S AUTHORIZED REPRESENTATIVE MAY APPROVE ANY CHANGE TO THIS SERVICES AUTHORIZATION

APPROVED AND ACCEPTED BY:
RABA KISTNER INFRASTRUCTURE, INC.

CITY OF TERRELL

By: _____

By: _____

Name: Russel W. Lenz, P.E

Name: Mike Sims

Title: President & COO

Title: City Manager

Date: _____

Date: _____

Exhibit A



PROPOSAL for RIGHT OF WAY SERVICES

Pinnacle Consulting Management Group, Inc. (Pinnacle Group) appreciates the opportunity to provide a response for Right of Way Services for **Raba Kistner, Inc. (the Client)** project.

Pinnacle Consulting Management Group, Inc. is a majority woman-owned corporation certified as a Woman-Owned Business Enterprise (WBE) the North Central Texas Regional Certification Agency. We appreciate the opportunity to provide our company information, experience and fees to be considered by the Raba Kistner, Inc. for the **City of Terrell Surplus Property Project**.

Established in 1997, Pinnacle Group provides all services associated with the acquisition of land and right of way, as well as expert relocation assistance and related services. Pinnacle Group has experience in all aspects of land acquisition/right of way acquisition services and right of way program management services, including considerable experience with the requirements of municipal, state and federally funded projects. All services are performed in accordance with the regulations and standards of the acquiring agency and when necessary, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the URA regulations that became effective in February 2005. We know the importance of the timely delivery of needed real estate or right of way to meet project schedules, and to do so in a manner that maintains full eligibility for funding participation from other sources. Pinnacle Group's objective is to provide our clients with unsurpassed professional services in a manner that provides exceptional service to those property owners and tenants affected by a project, and to do so in a timely and cost-efficient manner.

Pinnacle Group has experience providing right of way/land acquisition and program management services in the following areas:

Right of Way/Land Acquisition Services

- Title Research and Curative
- Surveying
- Appraisal and Appraisal Review (Sub-contractor)
- Rights of Entry
- Land/Right of Way Acquisition
- Relocation Assistance Services
- Eminent Domain Support
- Easement Acquisition
- Property Management
- Utility Relocation Coordination
- Feasibility Studies

Right of Way Program Management

- Right of Way and Land Acquisition Consulting
- Schedule Adherence
- Cost Management
- Project Accounting and Claim Review
- Compliance/Quality Assurance Review
- Records Management



Pinnacle Group has contracted with the following sampling of clients:

Land Acquisition/Right of Way Acquisition Services –

Texas Clients:

Texas Department of Transportation
Tarrant Regional Water District
Dallas Area Rapid Transit GEC II Contract/ACT21, A Joint Venture, TX
City of Arlington/Dallas Cowboys Stadium Project and City Projects
City of McKinney
City of Garland
City of Corinth
City of North Richland Hills
City of Lubbock
City of Weatherford
City of Fort Worth
City of Denton
City of Haslet
Oncor Electric Delivery Company
Benbrook Water Authority
Freese and Nichols – Parker County

Oklahoma Clients:

Oklahoma Department of Transportation
Oklahoma Turnpike Authority
Oklahoma City Urban Renewal Authority
Oklahoma Gas and Electric
Caddo County Commissioner, District 1
Comanche County Commissioners, Districts 1 & 3
Grand River Dam Authority
City of Oklahoma City
City of Norman
Jefferson County Commissioners, Districts 1, 2 & 3
Lawton Urban Renewal Authority
Love County Commissioner, District 3

Other Clients:

Mississippi Department of Transportation
Virginia Department of Transportation
Dominion Virginia Power, VA
Connecting Idaho Partners/Idaho Department of Transportation

Projects currently underway in Texas:

Dragados/Flatiron – US 181 Harbor Bridge – Corpus Christi
Texas DOT – SH 36 – Brazoria & Fort Bend Counties
Texas DOT – IH 35 in Denton County
Texas DOT – IH 30 in Rockwall County
Freese and Nichols – Multiple projects, Parker County
Oncor Electric Deliver Co – DFW Metroplex and surrounding areas
City of Denton – Bonnie Brae Avenue, Phase 4B
City of Fort Worth – Big Fossil Creek Parallel Relief Sanitary Sewer Main M-402A, Phase 2



PERSONNEL

We pride ourselves on the caliber of project managers, and agents Pinnacle assigns to projects. Pinnacle staff members are professionals who have considerable experience providing right of way acquisition, land acquisition, relocation assistance and property management in accordance with the Uniform Act. Our personnel have worked on projects for government agencies and private sector clients and have successfully completed projects in accordance with contract requirements. In addition, we encourage our personnel to be involved with the International Right of Way Association (IRWA) at the local chapter level and further his or her education by taking courses offered by the IRWA in order to become discipline certified with the goal of attaining the IRWA senior designation (SR/WA).

The following Pinnacle personnel who are located in the Dallas/Fort Worth area and have experience in providing both acquisition, relocation and condemnation assistance services for city and state projects in Texas.

Marcus Boyd, R/W-URAC, SR/WA, R/W-RAC, R/W-NAC

Executive Vice President

Sarah Riebe, SR/WA, R/W-NAC

Regional and Project Manager
Lead Title and Condemnation

Juan Salazar, R/W-NAC

Project Manager
Lead Negotiation

Robyn Keating

Assistant Project Manager

Cason Mees

Right of Way Agent

Shawna Helterbrand

Right of Way Agent

Ana Salazar

Right of Way Agent

Daniel Cedillo

Right of Way Agent

Ana Ortiz

Right of Way Agent

Jonathon Swake

Easement and Right of Way Agent Trainee
File and Documentation Lead

Neva Pence

File and Documentation

Project Management Approach - The Project Manager will be responsible for the daily management of project activities and will carry a parcel workload. The Project Manager will assign project tasks to agents and will be responsible for monitoring project schedules, project budgets, and attend scheduled status meetings with the Client project personnel. In addition, the Project Manager will coordinate Condemnation Services with representatives for the Client and will work closely with each Client representative to coordinate efforts to ensure that project schedules are maintained.

PROJECT OFFICE

All services for the Client will be coordinated through our Texas Corporate office at the following address:

1400 Brown Trail, Suite A
Bedford, TX 76022

Project Contact: Sarah Riebe, Regional and Project Manager

Telephone: 817-304-2051

E-mail: sriebe@pinnaclegroup.biz



PROJECT APPROACH

Pinnacle will approach the project committed to determine the scope of services to be provided; the unique situations which are present and how best to proceed with the project in terms of staffing and overall project approach. Although every action undertaken by Pinnacle will be in accordance with the Client's guidelines, we carefully review each appraisal, easement acquisition situation to determine if each unique circumstance requires unique solutions and how best those should be incorporated. A professional approach is always our objective as well as a commitment to provide the highest quality service and assistance to those persons impacted by a project.

WHAT WE KNOW ABOUT THE PROJECT

The Project includes acquiring surplus property in various locations in the City of Terrell. The project consists of fee acquisitions for at least three (3) properties based on our review of the maps provided.

HOW WE WILL MANAGE THE PROJECT

The first and most important consideration is timely and accurate communication. The communication between the Client, the property owners and the team on the ground is critical to meeting project deadlines. Timely reporting of appraisal, title, and negotiation progress will ensure that we will successfully complete the project on or ahead of schedule.

Pinnacle Group has a proven record with other clients in managing major projects throughout Texas. Our ability to effectively communicate with all associated parties is evidenced by the number of successful projects completed under our direction.

A second consideration that ensures the successful completion of the project is the ability to manage change. Every project schedule is subject to multiple changes, including utility coordination that must be factored into prioritizing appraisal, title and negotiation efforts. The ability of Pinnacle Group to shift and reschedule priorities ensures a smooth flow in the overall project schedule.

Members of Pinnacle Group successfully worked on various projects statewide with extremely aggressive schedules, managing changing priorities at a moment's notice. Pinnacle Group's ability to plan and anticipate change enhances our ability to succeed in bringing projects in on schedule.

Another consideration in the successful management of a project is Pinnacle Group's ability to manage the field staff. In order to meet project milestones and schedules, we must be able to recognize the abilities of the staff members. Individual goals must be set and monitored to meet the overall project schedule completion. If individuals are unable to meet these individual goals or the client identifies concerns regarding a particular staff member, appropriate action must be taken to address the individual's performance. Pinnacle Group has successfully managed personnel on various projects statewide and will continue to succeed in delivering quality and timely projects for our clients.

A final consideration is Pinnacle Group's ability to assist the client in maintaining the project budget. Pinnacle Group has a proven track record of negotiating prudent and sound settlements that minimize the risk involved with the condemnation process.



BENEFITS OF SELECTING PINNACLE GROUP

Pinnacle Group is different from other right-of-way companies as right of way is our one and only focus. We are not a construction or engineering company that only has a small right of way department. We are a small, majority woman-owned business that does not have the high overhead of a larger engineering company. Our company structure enables us to charge lower fees for similar services with higher quality. With right of way being our only source of revenue, it is our only focus and requires our best efforts as there is no other service for us to fall back on. Another aspect of our company that sets us apart is our diversity. We have 7 English/Spanish bilingual employees located in Texas and another employee who is Vietnamese/English bilingual. I don't believe there is another right of way company that has at least 30 employees located in Texas in which 8 are bilingual.

The following represents our approach to providing Fee Acquisition Services for approximately three (3) Parcels:

◆ Project Kick-Off Meeting and Acquisition Services

- ◇ This meeting is perhaps the single most important step in the entire process based on our past experience in providing consultant right of way services. The purpose of the kick-off meeting is for our project staff to meet with the Client project staff to review the work to be performed, and also to clarify procedures and documentation expected by the Client.
- ◇ Review of Surveys. The surveys prepared by the surveyor will be carefully reviewed to verify what property is being acquired.
- ◇ Review of Appraisal Reports Regarding Relocations. The appraisal reports prepared by the appraiser and review appraiser will be carefully reviewed to verify what property is being acquired as real property and what is being classified as personal property to ensure those items are dealt with through the relocation assistance program.
- ◇ Work directly with the Real Estate Services division of TxDOT to adhere to their policies and procedures in acquiring surplus property.

◆ Administrative and Management

- ◇ Pinnacle Group strongly believes in keeping the Client fully aware of what actions are underway, including issues which need the attention of Client personnel. We propose to meet with the Client as needed; however, strongly suggest there be a monthly review meeting of the project activities. This meeting will serve to review the project schedule, issues related to displacements which may require special attention.
- ◇ Pinnacle Group will maintain a complete status report of all project activities including scheduled and actual dates of key events. Status reports will be provided on a weekly/bi-weekly basis, or as requested by the Client in an approved format. In addition, Pinnacle Group will maintain a timeline of project activities and a record of all payments to property owners.



PROPOSED PROJECT FEES NOT TO EXCEED TOTAL OF \$56,000.00

Proposed fees for the project are based on three (3) parcels:

Survey and Mapping Services Not to Exceed Project Total – \$20,000.00

**Proposed fees for the project are based on approximately three (3) parcels*

**Will be invoiced as pass-thru actual cost reimbursement.*

Appraisal Services Not to Exceed Project Total – \$14,100.00

**Proposed fees for the project are based on approximately three (3) parcels*

**Will be invoiced as pass-thru actual cost reimbursement.*

Vacant Land Appraisals* \$3,200.00

\$3,200.00 per parcel maximum

Appraisal Review Services* \$1,500.00

\$1,500.00 per parcel maximum

Acquisition Services Not to Exceed Project Total – \$21,900.00

Right of Entry Coordination/Title/Negotiation Services*

**This is a 'Not to Exceed' total for Acquisition Services and will be invoiced based only on actual work performed. This is also considering any unforeseen reimbursements required.*

**Services include, title ownership research, discussions with landowners, preparation of ROE form to be signed and delivered to Client (in the event a ROE is not agreed to by the landowners, Pinnacle Group will submit a contact log to Client explaining why the landowner would not agree), submission of packages to TxDOT, submitting signed agreements, and recording original documents in the real property records.*

**Recording Fees, Copies, Mileage and Travel Expenses will be invoiced as pass-thru actual cost reimbursement.*

**Proposed Fee is based on a rate of \$150.00 per hour.*



Exhibit B

Work Authorization 19
Management Oversight of Surplus Properties Fee Proposal

Basis of Estimate

Estimated duration of 50 weeks at 2 hours per week Total of 100 Hrs.

Regional Construction Manager Loaded Rate: \$150.00/Hr.

Raba Kistner Term Labor Estimate \$15,000.00*

**This is a 'Not to Exceed' total for Management Oversight and review of surplus properties and will be invoiced based only on actual work performed. This is also considering any unforeseen reimbursements required. *Services include, all required oversight, coordination, collaboration, and review of proposed packages prior to submission to TxDOT.
Mileage and Travel Expenses will be invoiced as pass-thru actual cost reimbursement.
Proposed Fee is based on a rate of \$150.00 per hour.*

Special City Council Meeting and
Workshop
AGENDA ITEM REPORT



To:
Subject: Discuss and Consider Professional Services Contract for the Design of a Water Main in N. Blanche Street from E. Moore to E. High Street
Meeting: Special City Council Meeting and Workshop - Jun 22 2021
Department: Engineering
Staff Contact: Steve Rogers, City Engineer

BACKGROUND INFORMATION:

Staff negotiated a scope of work with Freese & Nichols, Inc. (FNI) for the subject water main replacement in conjunction with the sewer main design that is funded through the TxCDBG award. The existing main is a substandard 4 inch main and needs to be replaced at the time N. Blanche sewer improvements are completed.

TxCDBG rules and tracking of costs will not allow the City to combine the costs of professional services outside of the awarded grant project. Therefore, an agreement is required that is separate from the sewer scope of services.

Staff recommends award to FNI in an amount not to exceed \$64,682.00. Funding for these services will be from the Utility Capital Reserve fund.

ATTACHMENTS:

[Water agenda item](#)

EXHIBIT 1
CITY OF TERRELL
TDA CDBG IMPROVEMENTS

Legend

- Proposed Water Lines

Water Lines

Proposed Sewer Lines

Sewer Lines
- Cleanout

Manhole



PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Terrell, hereinafter called “Client” and Freese and Nichols, Inc., hereinafter called “FNI.” In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as Blanche Street Water Improvements.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the “Scope of Services”. Compensation to FNI for Basic Services shall be the lump sum of Fifty Eight Thousand Nine Hundred Thirty Two Dollars (\$58,932). Compensation to FNI for Special Services shall be computed on the basis of charges in Attachment CO, but shall not exceed Five Thousand Seven Hundred Fifty Dollars (\$5,750).

If FNI’s services are delayed or suspended by Client, or if FNI’s services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

City of Terrell

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

PROJECT DESCRIPTION: The City of Terrell (Owner) is proceeding with design and construction of the North Blanche Street Water Improvements (The Project). The Project will include professional services for the relocation and upsizing of the water lines along North Blanche Street. These relocations are being performed in preparation for the future storm drain improvements depicted in the “North Blanche Street Utility Alignment Study,” dated May 3, 2021. This project is being separated from the TDA CDBG Sewer Improvements project due to CDBG requirements. To reduce project costs, this project will directly “piggyback” the design and construction aspects of the TDA CDBG Sewer Improvement project. The Project will have the following facilities:

1. Approximately 175 linear feet of 12-inch diameter water pipeline along Moore Avenue (US 80) near North Blanche Street, and approximately 700 linear feet of 8-inch water pipeline along North Blanche Street (Assuming 3 plan/profile sheets). The project will include TxDOT coordination for the alignment that follows Moore Avenue.

The following facilities or services are not part of The Project, and will be provided by others or under separate scope:

1. Easement preparation services. It is understood that the proposed pipelines will be located within the existing right-of-way.
2. Correlating sewer line relocations and upsizing.

The Project will include the following construction bid packages:

1. North Blanche Street Water Improvements

If more construction or equipment bid packages are included, or if the TDA CDBG Sewer Improvement project is placed on hold and/or delayed requiring this project to proceed independently, then additional compensation will be mutually agreed upon.

The Project procurement method will include conventional bid procurement. The Project will include the conventional design-bid-build delivery method.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT

Upon execution of this Agreement, FNI shall:

1. Conduct internal and external kickoff meetings to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of Owner; and to develop design criteria. A site visit will be held directly following the external kickoff meeting. These discussion items will be held with the sewer improvements kickoff meetings.
2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control and Constructability review of all deliverables.

3. Prepare meeting agendas and minutes and attend the following meetings:
 - a. Attend six (6) meetings with Owner / third parties during design and bid phases, and other consultants providing services to Owner. It is assumed that 50% of these meetings will be held via video conference.
 - b. Attend two (2) meetings with utility providers needed for the project. It is assumed these meetings will be in person.
 - c. Attend two (2) workshops for review of milestone design submittals. It is assumed these meeting will be in person.
 - d. All meetings noted above will be consolidated with the Sewer Improvements project meetings. No additional effort is being added to this contract. Separation of meetings from the Sewer Improvements project will be considered an additional service.
 4. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded and will be consolidated with the Sewer Improvements Project.
 5. Prepare monthly reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare monthly invoices.
 6. Deliverables include the following:
 - a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly reporting
 - d. Monthly invoices
- B. STUDY PHASE: This phase was completed previously under a separate contract. No additional alignment studies or stormwater design will be provided as a part of this project. FNI will utilize the correlating "North Blanche Street Utility Alignment Study," dated May 3, 2021.
- C. FINAL DESIGN PHASE: FNI shall provide professional services in this phase as follows:
1. Prepare front end documents, including bid documents, general conditions, and special conditions for the construction package, based upon the Owner's and FNI's standard documents. Meet with Owner to resolve review comments, and revise documents accordingly.
 2. Advise Owner of need for and recommend scope of additional Special Services, not already included in Article II of this Scope of Work. The cost of such additional Special Services shall be paid by Owner and are not included in the services performed by FNI.
 3. Prepare applications for routine permits such as road crossing permits and TCEQ Approval. Environmental and United States Army Corp of Engineers (USACE) permitting, preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
 4. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.

5. Prepare revised opinion of probable construction cost at the 50% and 90% submittals.
6. 50 % Review: Prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner two (2) sets of copies of full size drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations for all the trades, typical details, and most special details. The draft specifications will include major equipment items. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. FNI will receive comments from Owner and address comments in the 90% Review.
7. 90% Review: Furnish Owner two (2) sets of copies of full size drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. FNI will receive comments from Owner and address comments in the Final Draft. Upon final approval by Owner, FNI will provide Owner two (2) sets of copies of "Final" plans and specifications.
8. FNI will work with the City on ways to best ensure, although not guaranteed, both this water improvements project is awarded to the same contractor as the sewer improvements project.
9. Deliverables for the Final Design Phase include:
 - a. Front end documents for construction and equipment packages
 - b. Routine Permit Applications (Road Crossing and TCEQ Approval)
 - c. OPCC at 50% and 90% submittals
 - d. 50% review submittal of Plans and Specifications
 - e. 90% review submittal of Plans and Specifications
 - f. Final "Sealed" Plans and Specifications for Advertisement

D. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
2. Submit electronic copies of plans, specifications and bidding documents to CIVCAST. Prospective bidders may download and print documents from CIVCAST, who will maintain plan holder list and post addenda. FNI will also list bid projects on the FNI website.
3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to CIVCAST if necessary.
4. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Pre-bid to be held directly following the sewer improvements pre-bid. Response to the pre-bid conference will be in the form of addenda issued after the conference.

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5. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Bid opening to be held following the sewer improvements project bid opening. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.
 6. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the selected bidders' bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
 7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
 8. Deliverables for the Bid or Negotiation Phase include:
 - a. Notice to Bidders
 - b. Electronic copies of plans, specifications, bidding documents, and addenda
 - c. Recommendation of Award with tabulation of bids
 - d. Notice of award to selected bidder
 - e. Conformed contract documents for execution
 - f. Copies of conformed contract documents for Contractor and Owner
- E. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.

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3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make visits monthly, up to a total of eight visits on same day as Sewer Improvements project, appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
10. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.
11. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation

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of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.

12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to Owner.

ARTICLE II

SPECIAL SERVICES: Special Services to be performed by FNI include the following:

- A. TOPO SURVEYING: Existing topo survey will be utilized from the noted stormwater analysis study. Complete topo survey of the alignment and corridor will not be provided. Two (2) days of survey crew time is included for surveying the water line alignment southerly to Moore Avenue. Additional topo survey can be provided as an Additional Service.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above-described basic services, are described as follows:

- A. Field surveying required for the preparation of designs and drawings in addition to limits noted in the Special Services. Field layouts or the furnishing of construction line and grade surveys. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records. GIS mapping services or assistance with these services.
- B. Providing SUE services of any form.
- C. Environmental assessment services and general coordination with the THC. It is understood that the channel and wetland areas will be avoided by bored installation methods.
- D. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- E. Additional stormwater analysis or design beyond the information provided in the "North Blanche Street Utility Alignment Study," dated May 3, 2021.
- F. Providing renderings, model, and mock-ups requested by the Owner.
- G. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- H. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the

contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Article II for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.

- I. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- J. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- K. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- L. Preparing Operation and Maintenance Manuals or conducting operator training.
- M. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- N. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, E and Attachment RPR.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- O. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- P. Furnishing Inspections and Commissioning Reports required by International Energy Efficiency Code (IECC).

ITEM 7.2.

- Q. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- R. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- S. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- T. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- U. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- V. Services required to resolve bid protests or to rebid the projects for any reason.
- W. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- X. Provide Geotechnical investigations, studies and reports.
- Y. Accessibility and TDLR coordination and review aspects.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule: Completion of design phase services within six (6) months. FNI will coordinate with Owner and endeavor to meet the CDBG's required construction NTP date of January 31, 2022 and construction completion date of January 31, 2023.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

ITEM 7.2.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer’s officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner’s representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner’s policies and decisions with respect to FNI’s services for the Project.
- C. Provide all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay all fees for permit applications.
- H. Owner shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Owner shall also make

ITEM 7.2.

or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Owner.

- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Owner shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative – Steve Rogers, PO Box 310, Terrell, Texas, 75160; 972.551.6600; srogers@cityofterrell.org

FNI's Designated Representative – Daniel Huffines, 5805 Main Street, Suite B, Frisco, Texas 75034; 214.217.2218; dwh@freese.com

FNI's Accounting Representative – Lisa Broussard, 2711 North Haskell Avenue, Suite 3300, Dallas, Texas 75204; 972.331.6021, lisa.broussard@freese.com

ITEM 7.2.**COMPENSATION**

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Fifty Eight Thousand Nine Hundred Thirty Two Dollars (\$58,932).

Compensation to FNI for Special Services in Attachment SC shall be the lump sum of Five Thousand Seven Hundred Fifty Dollars (\$5,750).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	81	151
Professional 2	102	158
Professional 3	123	228
Professional 4	154	245
Professional 5	186	350
Professional 6	200	399
Construction Manager 1	91	179
Construction Manager 2	109	193
Construction Manager 3	168	224
Construction Manager 4	207	291
CAD Technician/Designer 1	74	147
CAD Technician/Designer 2	105	161
CAD Technician/Designer 3	133	210
Corporate Project Support 1	53	126
Corporate Project Support 2	74	175
Corporate Project Support 3	105	266
Intern / Coop	42	109

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2021.

350022021

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the City of Terrell. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:
- | | |
|--|-------------------------------|
| Commercial General Liability | Workers' Compensation |
| General Aggregate \$2,000,000 | As required by Statute |
| Automobile Liability (Any Auto) | Professional Liability |
| CSL \$1,000,000 | \$3,000,000 Annual Aggregate |
7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal

activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If City designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CITY and in acceptance of the Services as satisfactory by the City. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** City and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither City nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

Special City Council Meeting and
Workshop
AGENDA ITEM REPORT



To:

Subject: Discuss and Consider Professional Services Contract for the Design of Sewer Main for the TxCDBG Project

Meeting: Special City Council Meeting and Workshop - Jun 22 2021

Department: Engineering

Staff Contact: Steve Rogers, City Engineer

BACKGROUND INFORMATION:

The City was awarded a Community Development Block Grant from the Texas Department of Agriculture for the sewer main replacement in N. Blanche Street, E. High Street and N. Delphine Street. Consultant selection for the design of the new mains was conducted and staff selected Freese & Nichols, Inc. (FNI) for the project.

Negotiations with FNI have been completed and staff is recommending a contract amount not to exceed \$103,246.00.

Funding for this project will be primarily through the grant and any additional costs above the grant funded amount will be funded through the Utility Capital Reserve.

ATTACHMENTS:

[Sewer agenda item](#)

EXHIBIT 1
CITY OF TERRELL
TDA CDBG IMPROVEMENTS

Legend

- Proposed Water Lines

Water Lines

Proposed Sewer Lines

Sewer Lines
- Cleanout

Manhole



PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF TARRANT §

This Agreement is entered into by City of Terrell, hereinafter called “Client” and Freese and Nichols, Inc., hereinafter called “FNI.” In consideration of the Agreements herein, the parties agree as follows:

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement, Client agrees to employ and compensate FNI to perform professional services in connection with the Project. The Project is described as TDA CDBG Sewer Improvements.
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC – Scope of Services and Responsibilities of Client which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Client agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the “Scope of Services”. Compensation to FNI for Basic Services shall be the lump sum of Ninety Five Thousand Nine Hundred Sixty Dollars (\$95,960). Compensation to FNI for Special Services shall be computed on the basis of charges in Attachment CO, but shall not exceed Seven Thousand Two Hundred Eighty Six Dollars (\$7,286).

If FNI’s services are delayed or suspended by Client, or if FNI’s services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.

- IV. **TERMS AND CONDITIONS OF AGREEMENT:** The Terms and Conditions of Agreement as set forth as Attachment TC – Terms and Conditions of Agreement shall govern the relationship between the Client and FNI.

Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than Client and FNI, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Client and FNI and not for the benefit of any other party.

This Agreement constitutes the entire Agreement between Client and FNI and supersedes all prior written or oral understandings.

This contract is executed in two counterparts. IN TESTIMONY HEREOF, Agreement executed:

Freese and Nichols, Inc.

City of Terrell

By: _____

By: _____

Print Name and Title

Print Name and Title

Date: _____

Date: _____

ATTEST: _____

ATTEST: _____

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

PROJECT DESCRIPTION: The City of Terrell (Owner) is proceeding with design and construction of the TDA CDBG Sewer Improvements (The Project). The Project will include professional services for the relocation and upsizing of the wastewater lines along North Blanche Street, High Street, and Delphine Streets. These relocations are being performed in preparation for the future storm drain improvements depicted in the “North Blanche Street Utility Alignment Study,” dated May 3, 2021. In addition, FNI will provide necessary coordination with the TDA CDBG since they are the partial funding entity for the project. The Project will have the following facilities:

1. Approximately 1,900 linear feet of 12-inch and 10-inch diameter wastewater pipeline (Assuming up to 5 plan/profile sheets) from an existing manhole located north of the North Blanche Street and Moore Street to the intersection of Delphine Street and Brin Street. The project will include the crossing of State Highway 34.

The following facilities or services are not part of The Project, and will be provided by others or under separate scope:

1. Environmental assessment services and general coordination with the THC. It is understood that the Owner’s 3rd party consultant will be performing these activities.
2. CDBG wage rate confirmation process.
3. Easement preparation services. It is understood that the proposed pipelines will be located within the existing right-of-way.
4. Correlating water line relocations and upsizing.

The Project will include the following construction bid packages:

1. TDA CDBG Wastewater Improvements

If more construction or equipment bid packages are included, then additional compensation will be mutually agreed upon.

The Project procurement method will include conventional bid procurement. The Project will include the conventional design-bid-build delivery method.

The Owner will use Texas Department of Agriculture (TDA) Funding through the Texas Community Block Grant (CDBG) program. FNI will assist Owner by preparing and submitting the general supporting documentation, final plans and specifications, and monthly construction reports for the design and construction phases.

ITEM 7.3.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

A. PROJECT MANAGEMENT

Upon execution of this Agreement, FNI shall:

1. Conduct internal and external kickoff meetings to review scope, schedule, and budget; determine any special conditions that may affect design and/or construction; discuss administrative requirements of Owner and TDA CDBG; and to develop design criteria. A site visit will be held directly following the external kickoff meeting.
2. Manage efforts of internal design team and sub-consultants on the Project and perform Quality Control and Constructability review of all deliverables.
3. Prepare meeting agendas and minutes and attend the following meetings:
 - a. Attend six (6) meetings with Owner / third parties during design and bid phases, including the TDA CDBG, and other consultants providing services to Owner. It is assumed that 50% of these meetings will be held via video conference.
 - b. Attend two (2) meetings with utility providers needed for the project. It is assumed these meetings will be in person.
 - c. Attend two (2) workshops for review of milestone design submittals. It is assumed these meeting will be in person.
4. Prepare a Microsoft Project schedule and provide monthly updates including necessary revisions to bring the Project back on schedule if needed. The project schedule will not be resource loaded.
5. Prepare monthly reporting including status report, recent activities, upcoming activities, action items log, decisions made log, budget updates, schedule updates, and scope changes. Prepare monthly invoices.
6. Deliverables include the following:
 - a. Agendas and minutes for all meetings
 - b. Project schedule updated monthly
 - c. Monthly reporting
 - d. Monthly invoices

B. STUDY PHASE: This phase was completed previously under a separate contract. No additional alignment studies or stormwater design will be provided as a part of this project. FNI will utilize the correlating "North Blanche Street Utility Alignment Study," dated May 3, 2021.

C. FINAL DESIGN PHASE: FNI shall provide professional services in this phase as follows:

1. Prepare front end documents, including bid documents, general conditions, and special conditions for the construction package, based upon the Owner's and FNI's standard documents, along with the incorporation of required TDA CDBG documents. Meet with Owner to resolve review comments, and revise documents accordingly.
2. Advise Owner of need for and recommend scope of additional Special Services, not already included in Article II of this Scope of Work. The cost of such additional Special Services shall be paid by Owner and are not included in the services performed by FNI.

ITEM 7.3.

3. Prepare applications for routine permits such as road crossing permits and TCEQ Approval. Environmental and United States Army Corp of Engineers (USACE) permitting, preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
4. Furnish such information necessary to utility companies whose facilities may be affected, or services may be required for the Project.
5. Prepare revised opinion of probable construction cost at the 50% and 90% submittals.
6. 50% Review: Prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed. Furnish Owner two (2) sets of copies of full size drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include dimensional layout drawings, plans, sections and elevations for all the trades, typical details, and most special details. The draft specifications will include major equipment items. Pipeline plans will include plan and profile sheets, pipeline appurtenances, and typical details. FNI will receive comments from Owner and address comments in the 90% Review.
7. 90% Review: Furnish Owner two (2) sets of copies of full size drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. FNI will meet with the Owner to present the plans and specifications and receive comments. Review documents will include all plans and specifications with minor corrections and notes remaining. FNI will receive comments from Owner and address comments in the Final Draft. Upon final approval by Owner, FNI will provide Owner two (2) sets of copies of "Final" plans and specifications.
8. Deliverables for the Final Design Phase include:
 - a. Front end documents for construction and equipment packages
 - b. Routine Permit Applications (Road Crossing and TCEQ Approval)
 - c. OPCC at 50% and 90% submittals
 - d. 50% review submittal of Plans and Specifications
 - e. 90% review submittal of Plans and Specifications
 - f. Final "Sealed" Plans and Specifications for Advertisement

D. BID OR NEGOTIATION PHASE: Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:

1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
2. Submit electronic copies of plans, specifications and bidding documents to CIVCAST. Prospective bidders may download and print documents from CIVCAST, who will maintain plan holder list and post addenda. FNI will also list bid projects on the FNI website.
3. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to CIVCAST if necessary.

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4. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference.
5. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by Owner.
6. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the selected bidders' bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
7. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.
8. Deliverables for the Bid or Negotiation Phase include:
 - a. Notice to Bidders
 - b. Electronic copies of plans, specifications, bidding documents, and addenda
 - c. Recommendation of Award with tabulation of bids
 - d. Notice of award to selected bidder
 - e. Conformed contract documents for execution
 - f. Copies of conformed contract documents for Contractor and Owner

- E. CONSTRUCTION PHASE: Upon completion of the bid or negotiation phase services, FNI will proceed with the performance of construction phase services as described below. FNI will endeavor to protect Owner in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the Owner agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.

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2. Establish communication procedures with the Owner and contractor. Submit monthly reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make visits monthly, up to a total of 8 visits, appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
8. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
9. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.
10. Assist in the transfer of and acceptance by the construction contractor of any Owner furnished equipment or materials.

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11. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the Owner in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to Owner.

ARTICLE II

SPECIAL SERVICES: Special Services to be performed by FNI include the following:

- A. SEWER CAPACITY ANALYSIS: Briefly revisit proposed sizing for the wastewater improvement sections, more specifically City Wastewater CIP Project No. 3a, noted in the "Final Water, Wastewater & Roadway CIP and Impact Fee Update," dated March 20, 2019. Confirm buildout flow projections. Provide recommendations for the potential "pinch" point under State Highway 34. Findings and recommendations will be summarized in a supporting technical memorandum. No flow monitoring will be provided under this scope.

ARTICLE III

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above-described basic services, are described as follows:

- A. Any additional field surveying beyond the previous stormwater assessment efforts required for the preparation of designs and drawings. Field layouts or the furnishing of construction line and grade surveys. Making property, boundary and right of way surveys, preparation of easement and deed descriptions, including title search and examination of deed records. GIS mapping services or assistance with these services.
- B. Providing SUE services of any form.
- C. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- D. Additional stormwater analysis or design beyond the information provided in the "North Blanche Street Utility Alignment Study," dated May 3, 2021.
- E. Providing renderings, model, and mock-ups requested by the Owner.
- F. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- G. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction and providing services as may be required in connection with the replacement of such Work. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work. Any services required as a result of default of the

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contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time. Providing services after the completion of the construction phase not specifically listed in Article II. Visits to the site in excess of the number of trips included in Article II for periodic site visits, coordination meetings, or contract completion activities. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted. Provide follow-up professional services during Contractor's warranty period.

- H. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- I. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- J. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- K. Preparing Operation and Maintenance Manuals or conducting operator training.
- L. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- M. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, E and Attachment RPR.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this Agreement before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- N. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation and Resident Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- O. Furnishing Inspections and Commissioning Reports required by International Energy Efficiency Code (IECC).

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- P. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- Q. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- R. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- S. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- T. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- U. Services required to resolve bid protests or to rebid the projects for any reason.
- V. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- W. Provide Geotechnical investigations, studies and reports.
- X. Accessibility and TDLR coordination and review aspects.

ARTICLE IV

TIME OF COMPLETION: FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services in accordance with the following schedule: Completion of design phase services within six (6) months. FNI will coordinate with Owner and endeavor to meet the CDBG's required construction NTP date of January 31, 2022 and construction completion date of January 31, 2023.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in Owner or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation as outlined on the face of this Agreement and in Attachment CO.

ARTICLE V

RESPONSIBILITIES OF Owner: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

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- A. Owner recognizes and expects that certain Change Orders may be required. Unless noted otherwise, the Owner shall budget a minimum of 5% for new construction and a minimum of 10% for construction that includes refurbishing existing structures.

Further, Owner recognizes and expects that certain Change Orders may be required to be issued as the result in whole or part of imprecision, incompleteness, errors, omission, ambiguities, or inconsistencies in the Drawings, Specifications, and other design documentation furnished by Engineer or in the other professional services performed or furnished by Engineer under this Agreement (“Covered Change Orders”). Accordingly, Owner agrees to pay for Change Orders and otherwise to make no claim directly or indirectly against Engineer on the basis of professional negligence, breach of contract, or otherwise with respect to the costs of approved Covered Change Orders unless the aggregate costs of all such approved Covered Change Orders exceed 2% for new construction and 4% for reconstruction. Any responsibility of Engineer for the costs of Covered Change Orders in excess of such percentage will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the cost of Covered Change Orders will not include:

- any costs that Owner would have incurred if the Covered Change Order work had been included originally in the Contract Documents and without any other error or omission of Engineer related thereto,
- Any costs that are due to unforeseen site conditions, or
- Any costs that are due to changes made by the Owner.
- Any costs that are due to the Contractor

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer’s officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner’s representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner’s policies and decisions with respect to FNI’s services for the Project.
- C. Provide all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI’s disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project. Pay all fees for permit applications.

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- H. Owner shall make or arrange to have made all subsurface investigations, including but not limited to borings, test pits, soil resistivity surveys, and other subsurface explorations. Owner shall also make or arrange to have made the interpretations of data and reports resulting from such investigations. All costs associated with such investigations shall be paid by Owner.
- I. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- J. Owner shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- K. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, together with such adjustment of compensation as appropriate.
- L. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- M. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- N. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article III of this Agreement or other services as required.
- O. Bear all costs incident to compliance with the requirements of this Article V.

ARTICLE VI

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative – Steve Rogers, PO Box 310, Terrell, Texas, 75160; 972.551.6600; srogers@cityofterrell.org

FNI's Designated Representative – Daniel Huffines, 5805 Main Street, Suite B, Frisco, Texas 75034; 214.217.2218; dwh@freese.com

FNI's Accounting Representative – Lisa Broussard, 2711 North Haskell Avenue, Suite 3300, Dallas, Texas 75204; 972.331.6021, lisa.broussard@freese.com

ITEM 7.3.**COMPENSATION**

ATTACHMENT CO

Compensation to FNI for Basic Services in Attachment SC shall be the lump sum of Ninety Five Thousand Nine Hundred Sixty Dollars (\$95,960).

Compensation to FNI for Special Services in Attachment SC shall be computed on the basis of the following Schedule of Charges, but shall not exceed Seven Thousand Two Hundred Eighty Six Dollars (\$7,286).

If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the following Schedule of Charges.

<u>Position</u>	<u>Hourly Rate</u>	
	<u>Min</u>	<u>Max</u>
Professional 1	81	151
Professional 2	102	158
Professional 3	123	228
Professional 4	154	245
Professional 5	186	350
Professional 6	200	399
Construction Manager 1	91	179
Construction Manager 2	109	193
Construction Manager 3	168	224
Construction Manager 4	207	291
CAD Technician/Designer 1	74	147
CAD Technician/Designer 2	105	161
CAD Technician/Designer 3	133	210
Corporate Project Support 1	53	126
Corporate Project Support 2	74	175
Corporate Project Support 3	105	266
Intern / Coop	42	109

Rates for In-House Services and Equipment

<u>Mileage</u>	<u>Bulk Printing and Reproduction</u>		<u>Equipment</u>	
Standard IRS Rates		<u>B&W</u>	<u>Color</u>	Valve Crew Vehicle (hour) \$75
	Small Format (per copy)	\$0.10	\$0.25	Pressure Data Logger (each) \$200
<u>Technology Charge</u>	Large Format (per sq. ft.)			Water Quality Meter (per day) \$100
\$8.50 per hour	Bond	\$0.25	\$0.75	Microscope (each) \$150
	Glossy / Mylar	\$0.75	\$1.25	Pressure Recorder (per day) \$100
	Vinyl / Adhesive	\$1.50	\$2.00	Ultrasonic Thickness Gauge (per day) \$275
				Coating Inspection Kit (per day) \$275
	Mounting (per sq. ft.)	\$2.00		Flushing / Cfactor (each) \$500
	Binding (per binding)	\$0.25		Backpack Electrofisher (each) \$1,000
				<u>Survey Grade</u> <u>Standard</u>
				Drone (per day) \$200 \$100
				GPS (per day) \$150 \$50

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office. For other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members, these services will be billed at a cost times a multiplier of 1.15. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and/or rates will be adjusted annually in February. Last updated February 2021.

350022021

TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term City as used herein refers to the City of Terrell. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents, and its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by FNI pursuant to the Agreement.
2. **CHANGES:** City, without invalidating the Agreement, may order changes within the general scope of the work required by the Agreement by altering, adding to and/or deducting from the work to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide Services under this Agreement may be terminated by either party upon 10 days' written notice. In the event of termination, FNI will be paid for all Services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY CITY:** City will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by City and City agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to City, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by City to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide City with certificates of insurance with the following minimum coverage:

Commercial General Liability General Aggregate \$2,000,000 Automobile Liability (Any Auto) CSL \$1,000,000	Workers' Compensation As required by Statute Professional Liability \$3,000,000 Annual Aggregate
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7. **SUBCONTRACTS:** If, for any reason and at any time during the progress of providing Services, City determines that any subcontractor for FNI is incompetent or undesirable, City will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and City.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports, data and other project information developed in the execution of the Services provided under this Agreement shall be the property of City upon payment of FNI's fees for Services. FNI may retain copies for record purposes. City agrees such documents are not intended or represented to be suitable for reuse by City or others. Any reuse by City or by those who obtained said documents from City without written verification or adaptation by FNI, will be at City's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and City shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to City, and FNI shall indemnify and hold harmless City from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.
9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the Services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal

activities.

10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish construction representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will report any observed deficiencies to City, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project. If City designates a Resident Project Representative that is not an employee or agent of FNI, the duties, responsibilities and limitations of authority of such Resident Project Representative will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT:** City agrees to include provisions in the General Conditions of the Construction Contract that require Contractor to include FNI: (1) as an additional insured and in any waiver of subrogation rights with respect to such liability insurance purchased and maintained by Contractor for the Project (except workers' compensation and professional liability policies); and (2) as an indemnified party in the Contractor's indemnification provisions where the Owner is named as an indemnified party.
13. **PAYMENT:** Progress payments may be requested by FNI based on the amount of Services completed. Payment for the Services of FNI shall be due and payable upon submission of a statement for Services to CITY and in acceptance of the Services as satisfactory by the City. Statements for Services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon Services, expenses and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.

If City fails to make any payment due FNI for services and expenses within 30 days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of 1 percent per month from said 30th day, and, in addition, FNI may, after giving 7 days' written notice to City, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
14. **ARBITRATION:** No arbitration, arising out of or relating to this Agreement, involving one party to this Agreement may include the other party to this Agreement without their approval.
15. **SUCCESSORS AND ASSIGNMENTS:** City and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of City and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

Neither City nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of Services hereunder.
16. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

Special City Council Meeting and
Workshop
AGENDA ITEM REPORT



To:

Subject: Discuss and Consider Amendment No. 1 for Professional Services for Drainage Improvements Evaluation for the Boone/West End/Mineral Wells Project

Meeting: Special City Council Meeting and Workshop - Jun 22 2021

Department: Engineering

Staff Contact: Steve Rogers, City Engineer

BACKGROUND INFORMATION:

Schaumberg & Polk, Inc. (SPI) was contracted to review drainage, water and sewer improvements in Boone Street and along West End and Mineral Wells. Further review of the area indicated that additional survey work and engineering evaluation, above that originally scoped, was required to insure drainage is properly planned along West End and north to the railroad track. The expanded area will also provide data in and around Southwest Christian College.

The proposed fee for Amendment No. 1 is \$43,600.00. The original contract totalled \$43,800.00. The revised total contract amount recommended is an amount not to exceed \$87,400.00.

Funding will be provided from the Stormwater Fund.

ATTACHMENTS:

[SPI amendment No 1 - complete](#)

June 7, 2021

Mr. Mike Mikeska, P.E., Assistant City Engineer
City of Terrell
201 East Nash Street
Terrell, TX 75160

Re: **Engineering Cost Proposal and Scope of Services**
Boone/West End/Mineral Wells Drainage Improvements
Related to Boone Street Water and Sewer Main Replacement, City Project No. 21-09
Amendment #1

Mr. Mikeska,

Schaumburg & Polk, Inc. (SPI) is pleased to provide you with this proposal for professional engineering services related to the already active project, Boone Street Water and Sewer Main Replacement, City Project No. 21-09. Following initial analysis of the Boone, West End, and Mineral Wells area drainage patterns and features, the City has requested that SPI submit a proposal to expand the area of study for drainage considerations and to recommend potential improvements to the watershed, particularly along City streets: West End, Bradshaw, Mineral Wells, Eason, Dick, Boone, and the unimproved (platted only) Lake Street. The expanded footprint should extend northward to the UP Railroad (UPRR) tracks and include any cross culverts beneath the tracks, eastward to include the Southwest Christian College (SWCC) property between Lake Street and UPRR, and west of Eason Street to identify the western boundary of the area watershed divide.

The anticipated scope of services for the project includes the following:

- Broaden the topographic survey which was obtained for the Boone Street Water and Sewer project to include additional topo on Bradshaw Street south to Mineral Wells, on Bradshaw Street north to Dick, on Eason Street between West End and Dick, on West End between Bradshaw and Eason, on Mineral Wells Street from Bradshaw to Boone, on Dick Street between Eason and Bradshaw, along platted Lake Street from Eason to the north-south leg of platted Lake Street, along platted Lake Street from West End to the east-west leg of platted Lake Street, and between the north-south leg of platted Lake Street and the City's detention pond located on the north side of West End Street. The topo should also include the UPRR right of way between Eason Street and the SWCC campus, the SWCC property between platted Lake Street and the UPRR, and enough area west of Eason to determine the western watershed divide. See the areas of additional topo needed on the enclosed **Survey Limits Drawing**. The topo survey to be added is shown in yellow-dashed and black-dashed outlines. The white-dashed outlined areas were included in the original agreement. The additional survey must be on the same datum as, and compatible with existing topo obtained for, the Boone Street Water and Sewer project.
- Analyze the expanded topo and determine drainage patterns of the broadened areas.
- Prepare a brief Report to describe drainage problems in the subject watershed and

ITEM 7.4.

make recommendations for improvements. Recommendations should address at minimum the following:

- 1) How to drain standing water along the platted Lake Street corridor, and what storm infrastructure and/or grading is needed to accommodate the runoff.
 - 2) How to direct runoff between the platted Lake Street corridor and the existing detention pond to the east (just north of West End), and what storm infrastructure and/or grading is needed to accommodate the runoff.
 - 3) How to direct runoff in ditches along Bradshaw Street south of West End Street and north of West End Street, and what storm infrastructure is needed to accommodate the runoff. Existing storm sewer should remain in place and be utilized where possible.
 - 4) How to direct runoff in ditches along Mineral Wells Street between Bradshaw Street and a primary drainage ditch located about 385 feet east of Boone Street, and what storm infrastructure is needed to accommodate the runoff. Existing storm sewer should remain in place and be utilized where possible.
 - 5) How to direct runoff in ditches along Boone Street between West End Street and Mineral Wells Street, and what storm infrastructure is needed to accommodate the runoff. Existing storm sewer should remain in place and be utilized where possible.
 - 6) How to direct runoff in ditches along Eason Street between West End Street and Dick Street, and what storm infrastructure is needed to accommodate the runoff. Existing storm sewer should remain in place and be utilized where possible.
 - 7) How to direct runoff in ditches along Dick Street between Eason Street and Bradshaw Street, and what storm infrastructure is needed to accommodate the runoff. Existing storm sewer should remain in place and be utilized where possible.
 - 8) Determine direction of runoff on the SWCC property between Lake Street and UPRR. Confirm that flow does not convey beneath the UPRR via the existing culvert from one side to the other.
- Prepare an engineer's opinion of probable construction cost corresponding to the above recommendations.

This work can be included in an amendment to the already active engineering agreement for the Boone Street Water and Sewer Replacement, City Project No. 21-09. SPI proposes to provide these services at a total not to exceed lump sum fee amount of **\$43,600** broken out as follows:

- a) Additional topographic survey - **(\$24,200)**
- b) Drainage study, analysis, and brief report with recommendations for improvements - **(\$19,400)**

SPI can begin this work immediately following a Notice to Proceed (NTP) from the City. SPI can provide the deliverables (items a – b) within ten (10) weeks.

LIMITATIONS OF PROPOSAL

1. This proposal excludes preparation of easements or property acquisition. These services and a proposal to provide said services can be provided upon request.

Thank you for the opportunity to provide this proposal to you. If this fee proposal and scope of work are acceptable to you, an **Amendment** #1 to our original Engineering Agreement is enclosed for your consideration and approval. If you have any questions or comments, do not hesitate to call me.

Schaumburg & Polk, Inc.

Franklin Stephens, P.E.

Franklin Stephens, P.E.
Terrell Office Branch Manager

Enclosures: Survey Limits Drawing for Additional Topo Area
Amendment #1 to Original Engineering Agreement

AMENDMENT #1 TO ENGINEERING AGREEMENT

Schaumburg & Polk, Inc. (SPI), hereinafter called the "Firm," entered into an agreement with the **City Of Terrell, Texas**, hereinafter called the "City", on the 8th of October, 2020, for the purpose of providing professional engineering services related to the Boone Street Utilities Replacement. The City has, since that time, requested a change in the scope of work required, and therefore it is necessary to amend the referenced original agreement. The said agreement is hereby amended ("**Amendment #1**") upon the mutual consent of both parties. The original agreement shall remain intact fully except for those parts specifically omitted, added to, or revised as follows:

Page 1, Add as 5th paragraph the following:

Additional topographic survey and study-report phase services as further described in attached ***Engineering Cost Proposal and Scope of Services for Boone/West End/Mineral Wells Drainage Improvements***, which ***Engineering Cost Proposal and Scope of Services for Boone/West End/Mineral Wells Drainage Improvements*** is hereby incorporated as a binding part of this amendment to the engineering agreement.

Section 1.01, Basic Agreement and Period of Service, paragraph A, last sentence shall be replaced with the following:

Owner shall pay Engineer for its services as set forth in Paragraph 7.01.

Section 1.01, Basic Agreement and Period of Service, paragraph B, last sentence shall be replaced with the following:

Completed construction bid package no later than August 31, 2021.

Section 7.01, Basis of Payment - Lump Sum, paragraph A shall be replaced with the following:

Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer amounts not to exceed as follows:

1. Design and Bid Phase services amount of	\$ 29,600.00
2. Additional Topo Survey services amount of	\$ 24,200.00
3. Additional Study-Report services amount of	\$ 19,400.00
4. Bid Phase Services amount of	\$ 5,500.00
5. <u>Construction Phase services amount of</u>	<u>\$ 8,700.00</u>
6. Total Revised Fee Amount	\$ 87,400.00

ITEM 7.4.

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

BY: _____ DATE: _____
 (Local City Official)

 (Printed Name)

 (Title)

BY: Franklin Stephens, P.E. DATE: June 7, 2021
 (Firm’s Authorized Representative)
 Franklin Stephens, P.E.
 (Printed Name)
 Vice-President
 (Title)



Special City Council Meeting and
Workshop
AGENDA ITEM REPORT



To:

Subject: Discuss and Consider Resolution No. 1048 a Resolution Adopting Policies in Connection with the TxCDBG Programs

Meeting: Special City Council Meeting and Workshop - Jun 22 2021

Department: Engineering

Staff Contact: Steve Rogers, City Engineer

BACKGROUND INFORMATION:

The Texas Community Development Block Grant program requires cities awarded grants to adopt and affirm policies regarding Housing Program rights.

ATTACHMENTS:

[Resolution No. 1048](#)

[Resolution - civil rights - supporting policies](#)

RESOLUTION NO. 1048

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS ADOPTING THE ATTACHED POLICIES IN CONNECTION WITH THE CITY OF TERRELL, TEXAS PARTICIPATION IN FEDERALLY FUNDED COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROJECTS AND ADHERENCE TO THE REGULATIONS DESCRIBED THEREIN.

WHEREAS, the City of Terrell, Texas, (hereinafter referred to as “City”) has been awarded TxCDBG funding through a TxCDBG grant from the Texas Department of Agriculture (hereinafter referred to as “TDA”);

WHEREAS, the City, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

WHEREAS, the City, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

WHEREAS, the City, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the TxCDBG project area;

WHEREAS, the City, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State’s certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

WHEREAS, the City, in accordance with Executive Order 13166, must take reasonable steps to ensure meaningful access to services in federally assisted programs and activities by persons with limited English proficiency (LEP) and must have an LEP plan in place specific to the locality and beneficiaries for each TxCDBG project;

WHEREAS, the City, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

WHEREAS, the City, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the TxCDBG contract, to affirmatively further fair housing;

WHEREAS, the City, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

ITEM 7.5.

- 1. Section 3 Policy;
- 2. Excessive Force Policy;
- 3. Fair Housing Policy; and
- 4. Code of Conduct Policy

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS, THAT THE CITY OF TERRELL ADOPTS THE FOLLOWING:

- 1. Citizen Participation Plan and Grievance Procedures;
- 2. Section 504 Policy and Grievance Procedures;
- 3. Limited English Proficiency Plan;

PASSED AND APPROVED by the City Council of the City of Terrell, Texas on this ____ day of _____, 2021.

E. RICK CARMONA, MAYOR

ATTEST:

DAWN STEIL, City Secretary

RESOLUCION NO. 1048

UNA RESOLUCIÓN ADOPTANDO LAS POLÍTICAS ADJUNTAS EN RELACIÓN CON CITY OF TERRELL, LA PARTICIPACIÓN DE TEXAS EN LOS PROYECTOS DE LA SUBVENCIÓN DE BLOQUES DE DESARROLLO COMUNITARIO FEDERALMENTE FINANCIADOS (CDBG) Y LA ADHESIÓN A LOS REGLAMENTOS DESCRITOS EN ESTE DOCUMENTO.

Mientras que, City of Terrell, Texas, (en lo sucesivo "Ciudad") ha sido galardonado con CDBG financiación a través de una subvención de CDBG;

Considerando que, Ciudad, según sección 109 del título I de la ley de desarrollo comunitario y vivienda. (24 CFR 6); la ley de discriminación de edad de 1975 (42 U.S.C. 6101-6107); y la sección 504 de la ley de rehabilitación de 1973 (29 U.S.C. 794) y contratos de construcción superior a \$10.000, debe tomar medidas para garantizar que ninguna persona o grupo es negado beneficios como empleo, formación, vivienda y contratos generados por el CDBG actividad, sobre la base de raza, color, religión, sexo, origen nacional, edad o discapacidad;

Considerando que, Ciudad, en la consideración para la recepción y aceptación de fondos federales, se compromete a cumplir con normas federales y reglamentos incluyendo las normas y reglamentos de participación ciudadana y protección de los derechos civiles;

Mientras que, la Ciudad, conformidad con el artículo 3 de la ley de vivienda y desarrollo urbano de 1968, como enmendada y 24 CFR parte 135, se requiere, en la mayor medida posible, para proporcionar oportunidades de formación y empleo para bajar los residentes de ingreso y contrato de oportunidades de negocios en el área del proyecto CDBG;

Considerando que, la Ciudad, según 104(1) de la sección de vivienda y ley de desarrollo de comunidad, enmendado, y requisitos para la certificación del estado en 24 CFR 91.325(b)(6), deben adoptar una política de fuerza excesiva prohíbe el uso de fuerza excesiva contra manifestaciones derechos civiles no violentas;

Considerando que la Ciudad, de acuerdo con la Orden Ejecutiva 13166, debe tomar medidas razonables para garantizar el acceso significativo a los servicios en programas y actividades con asistencia federal por personas con dominio limitado del inglés (LEP) y debe tener un plan LEP específico de la localidad y beneficiarios para cada proyecto CDBG;

Mientras que la Ciudad, según la sección 504 de la Rehabilitation Act de 1973, no discrimina por motivos de discapacidad y se compromete a asegurar que personas calificadas con discapacidades tengan acceso a programas y actividades que reciben fondos federales; y

Considerando que, la Ciudad, según la sección 808(e)(5) de la ley de vivienda justa (42 USC 3608(e)(5)) USC que requiere programas de HUD y actividades administrar en forma afirmativamente a más de las políticas de la ley de vivienda equitativa, se compromete a realizar al menos una actividad durante el período del contrato del contrato CDBG, afirmativamente para equidad de vivienda;

Mientras que la Ciudad, se compromete a mantener escritas normas de conducta que cubre conflictos de interés y que rigen las acciones de sus empleados participan en la selección, concesión y administración de contratos.

ITEM 7.5.

- 1. Política de la Sección 3;
- 2. Política de fuerza excesiva;
- 3. Política de Vivienda Justa; y
- 4. Política del Código de Conducta

AHORA, POR LO TANTO, SER RESUELTO POR EL Ayuntamiento DE LA CITY OF TERRELL, TEXAS, QUE LA CITY OF TERRELL ADOPTA LO SIGUIENTE:

- 1. Plan de Participación Ciudadana y Procedimientos de Quejas;
- 2. De la Sección 504 y Procedimientos de Quejas;
- 3. Plan de dominio limitado del inglés;

Pasado y aprobado el día ____ de _____, 2021.

Rick Carmona, Alcalde

Atestiguar:

Dawn Steil, Secretario de la ciudad

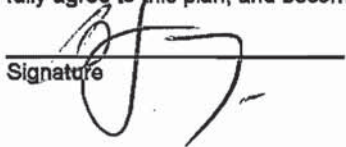
Section 3 Policy

In accordance with 12 U.S.C. 1701u the City of Terrell agrees to implement the following steps, which, to the *greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

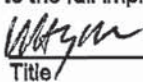
- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDA to the Grant Recipient.
- G. Submit reports as required by HUD or TDA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of the City of Terrell, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature



Title



Date

7-24-17

Política de la Sección 3

Según 12 U.S.C. 1701u City of Terrell se compromete a implementar los siguientes pasos, que, en *la mayor medida posible*, proporcionará capacitación, empleo y oportunidades de contratación para los residentes de la sección 3 y sección 3 empresas de las zonas en que el proyecto lleva a cabo.

- A. Introducción y pase una resolución adoptando este plan como una política de esforzarse por alcanzar metas para el cumplimiento de las normas de la sección 3 por aumentar las oportunidades de empleo y contratación para empresas y residentes de la sección 3.
- B. Asignación de tareas relacionadas con la implementación de este plan al oficial designado de los derechos civiles.
- C. Notificar a sección 3 residentes y preocupaciones de negocio de potenciales nuevos empleos y oportunidades de contratación ya que se desencadenan por TxCDBG conceden premios mediante el uso de: audiencias públicas relacionadas con los anuncios, avisos públicos, anuncios de licitación y oferta documentos; notificación a organizaciones locales como las cámaras de comercio o la Liga Urbana; medios de publicidad local incluyendo señalización pública; proyecto área comités y consejos ciudadanos, las oficinas locales de HUD; organismos de planificación regionales; y todas las demás fuentes de referencia apropiadas. Incluir cláusulas de la sección 3 en todo cubierto las solicitudes y contratos.
- D. Mantener una lista de las empresas que se han identificado como sección 3 empresas para la utilización en las compras de TxCDBG financiado, notificar a las empresas de espera oportunidades contractuales y hacer esta lista disponible para las necesidades de adquisición de receptor de la beca general.
- E. Mantener una lista de aquellas personas que se identificaron como residentes de la sección 3 y en contacto con las personas cuando oportunidades de contratación y capacitación están disponibles a través del receptor de la beca o contratistas.
- F. el. Requiere que todos los primeros contratistas y subcontratistas con contratos sobre \$100.000 comprometen este plan como parte de su contrato de trabajo. Monitorear el desempeño de los contratistas con respecto a los requerimientos de la sección 3 y requieren que presenten informes que se requieran por HUD o TDA al destinatario de la subvención.
- G. Presentar informes según los requisitos de HUD o TDA con respecto a la contratación con empresas de la sección 3 o empleo que se producen; y presentar informes dentro de 20 días del final del año fiscal federal (por el 20 de octubre) que identificar y cuantificar sección 3 empresas y empleados.
- H. Mantener los registros, incluyendo copias de correspondencia, memorandos, etc., que documentan todas las acciones adoptadas para cumplir con las normas de la sección 3.

Como funcionarios y representantes de la City of Terrell, los abajo firmantes han leído completamente de acuerdo a este plan y ser parte de la plena aplicación de este programa.

Rick Carmona, Alcalde

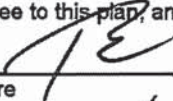
Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the City of Terrell hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of the City of Terrell to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations;
2. It is also the policy of the City of Terrell to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. The City of Terrell will introduce and pass a resolution adopting this policy.

As officers and representatives of the City of Terrell, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature 

Title City Manager

Date 7/24/2017

10/15/2015

Excesivo de la fuerza política

Según 24 CFR 91.325(b)(6), la City of Terrell presente adopta y aplicará la siguiente política con respecto al uso de fuerza excesiva:

1. Es la política de La City of Terrell para prohibir el uso de fuerza excesiva por las agencias del orden público dentro de su jurisdicción contra cualquier individuo en manifestaciones de los derechos civiles no violentas;
2. También es la política de la City of Terrell para hacer cumplir leyes estatales y locales aplicables contra físicamente restricción de entrada o salida de un centro o un lugar que es objeto de estas manifestaciones de los derechos civiles no violentas dentro de su jurisdicción.
3. La City of Terrell a presentar y aprobar una resolución la adopción de esta política.

Como funcionarios y representantes de City of Terrell, los abajo firmantes han leído completamente de acuerdo a este plan y ser parte de la plena aplicación de este programa.

Rick Carmona, Alcalde

Date

A1015

Fair Housing Policy

In accordance with Fair Housing Act, the City of Terrell hereby adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. *The City of Terrell agrees to affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).*
2. *The City of Terrell agrees to plan at least one activity during the contract term to affirmatively further fair housing.*
3. *The City of Terrell will introduce and pass a resolution adopting this policy.*

As officers and representatives of The City of Terrell, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.



Signature

City Manager

Title

7/11/2017
Date

09/01/2016

Política de Equidad de Vivienda

Conformidad con la ley de vivienda equitativa, City of Terrell presente adopta la siguiente política con respecto al afirmativo promover Feria de vivienda:

- 1. City of Terrell se compromete a afirmativamente más opción de vivienda para todas las clases protegidas siete (raza, color, religión, sexo, discapacidad, estatus familiar y origen nacional).
- 2. City of Terrell se compromete a plan de al menos una actividad durante la vigencia del contrato a afirmativamente más vivienda.
- 3. City of Terrell a presentar y aprobar una resolución la adopción de esta política.

Como funcionarios y representantes de City of Terrell, los abajo firmantes han leído completamente de acuerdo a este plan y ser parte de la plena aplicación de este programa.

Rick Carmona, Alcalde

Date

SAMPLE CODE OF CONDUCT POLICY

These procedures are intended to serve as guidelines for the procurement of supplies, equipment, construction services and professional services for the Texas Community Development Block Grant (TxCDBG) Program. The regulations related to conflict of interest and nepotism may be found at the Texas Government Code Chapter 573, Texas Local Government Code Chapter 171, Uniform Grant Management Standards by Texas Comptroller, 24 CFR 570.489(g) & (h), and 2 CFR 200.318.

As a Grant Recipient of a TxCDBG contract, **The City of Terrell** shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of **The City of Terrell** shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of **The City of Terrell** shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

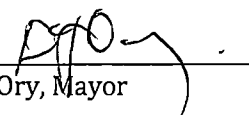
For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to **The City of Terrell** Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this 4th day of December, 2018.


D.J. Ory, Mayor

CÓDIGO DE CONDUCTA
CONFLICTO DE INTERÉS POLÍTICA PERTAINING A LOS PROCEDIMIENTOS DE
CONTRATACIÓN

Como beneficiario de una subvención de un contrato de subvención federal o estatal (incluido TxCDBG), la City of Terrell evitará, neutralizará o mitigará los conflictos de interés reales o potenciales a fin de evitar una ventaja competitiva desleal o la existencia de roles contradictorios que puedan perjudicar la el rendimiento del contrato de subvención federal o estatal o afecta la integridad del proceso de adquisición.

Para la adquisición de bienes y servicios, ningún empleado, funcionario o agente de la City of Terrell participará en la selección, adjudicación o administración de un contrato respaldado por fondos de subvención federales o estatales (incluido TxCDBG) si él o ella tiene un real o aparente conflicto de intereses. Tal conflicto podría surgir si el empleado, oficial o agente; cualquier miembro de su familia inmediata; su compañero; o una organización que emplea o está a punto de emplear a cualquiera de las partes indicadas en este documento, tiene un interés financiero o de otra índole o un beneficio personal tangible de una empresa considerada para un contrato.

Ningún funcionario, empleado o agente de la City of Terrell solicitará o aceptará propinas, favores o cualquier cosa de valor monetario de contratistas o empresas, posibles contratistas o empresas, o partes de sub-acuerdos, excepto cuando el interés financiero no sea sustancial o el regalo es un artículo no solicitado de valor intrínseco nominal.

Los contratistas que desarrollan o redactan especificaciones, requisitos, declaraciones de trabajo o invitaciones para presentar ofertas o solicitudes de propuestas deben ser excluidos de la competencia para tales adquisiciones.

Para todos los demás casos, ningún empleado, agente, consultor, funcionario o funcionario elegido o designado del estado, o de una unidad del gobierno local general, o de cualquier agencia pública designada, o subbeneficiarios que reciben fondos de subvención federales o estatales (incluyendo TxCDBG), que tiene cualquier función / responsabilidad relacionada con las subvenciones, o que está en condiciones de participar en un proceso de toma de decisiones o de obtener información interna, puede obtener un interés o beneficio financiero de la actividad de subvención federal o estatal.

Las restricciones de conflicto de intereses y los requisitos de adquisición identificados en este documento se aplicarán a un negocio beneficiario, proveedor de servicios u otra entidad externa que esté recibiendo asistencia, directa o indirectamente, bajo un contrato o adjudicación de subvención federal o estatal, o que se requiera para completar algunos o todos trabajan bajo el contrato de subvención federal o estatal para cumplir con los Objetivos del Programa Nacional.

Cualquier persona o entidad incluyendo cualquier empresa beneficiaria, proveedor de servicios públicos u otra entidad externa que esté recibiendo asistencia, directa o indirectamente, bajo un contrato o adjudicación de subvención federal o estatal (incluido TxCDBG), o que se requiera para completar una parte o todo el trabajo en virtud del contrato de subvención federal o estatal para cumplir un objetivo del programa nacional, que podría recibir beneficios de la subvención federal o estatal no puede participar en la selección, adjudicación o administración de un contrato respaldado por fondos federales o estatales.

Cualquier presunta violación de estas normas de conducta se remitirá a la Fiscalía de la City of Terrell. Cuando aparezcan violaciones, el empleado, agente o agente infractor estará sujeto a medidas disciplinarias, que incluyen, entre otros, el despido o la transferencia; cuando las infracciones o infracciones parecen ser de naturaleza sustancial, el asunto puede remitirse a los funcionarios apropiados para su investigación penal y posible enjuiciamiento.

Rick Carmona, Alcalde

Date

CITIZEN PARTICIPATION PLAN**TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****COMPLAINT PROCEDURES**

These complaint procedures comply with the requirements of the Texas Department of Agriculture's Texas Community Development Block Grant (TxCDBG) Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the City of Terrell, 201 E. Nash Street, Terrell, TX 75160, 972-551-6600, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the TxCDBG project.

1. A person who has a complaint or grievance about any services or activities with respect to the TxCDBG project, whether it is a proposed, ongoing, or completed TxCDBG should contact City of Terrell, at 201 E. Nash Street, Terrell, TX 75160 or may call, 972-551-6600.
2. A copy of the complaint or grievance shall be transmitted by the City Manager to the entity that is the subject of the complaint or grievance and to the City Attorney within five (5) working days after the date of the complaint or grievance was received.
3. The City shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to the person who made the complaint or grievance within ten (10) days.
4. If the investigation cannot be completed within ten (10) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within fifteen (15) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the TxCDBG for their further review and comment.
6. If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the City shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of TxCDBG funds. The City, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC HEARING PROVISIONS

For each public hearing scheduled and conducted by the City, the following public hearing provisions shall be observed:

1. Public notice of all hearings must be published at least seventy-two (72) hours prior to the scheduled hearing. The public notice must be published in a local newspaper. Each public notice must include the date, time, location, and topics to be considered at the public hearing. A published newspaper article can also be used to meet this requirement so long as it meets all content and timing requirements. Notices should also be prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
2. When a significant number of non-English speaking residents are a part of the potential service area of the TxCDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the City must make arrangements for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.

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4. A public hearing held prior to the submission of a TxCDBG application must be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City shall comply with the following citizen participation requirements for the preparation and submission of an application for a TxCDBG project:

1. At a minimum, the City shall hold at least one (1) public hearing prior to submitting the application to the Texas Department of Agriculture.
2. The City shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.
3. The public hearing shall include a discussion with citizens as outlined in the applicable TxCDBG application manual to include, but is not limited to, the development of housing and community development needs, the amount of funding available, all eligible activities under the TxCDBG program, and the use of past TxCDBG contract funds, if applicable. Citizens, with particular emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals should they be unable to attend the public hearing.
4. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, an interpreter should be present to accommodate the needs of the non-English speaking residents.

The City must comply with the following citizen participation requirements in the event that the City receives funds from the TxCDBG program:

1. The City shall also hold a public hearing concerning any substantial change, as determined by TxCDBG, proposed to be made in the use of TxCDBG funds from one eligible activity to another again using the preceding notice requirements.
2. Upon completion of the TxCDBG project, the City shall hold a public hearing and review its program performance including the actual use of the TxCDBG funds.
3. When a significant number of non-English speaking residents can be reasonably expected to participate in a public hearing, for either a public hearing concerning substantial change to the TxCDBG project or for the closeout of the TxCDBG project, publish notice in both English and Spanish, or other appropriate language and provide an interpreter at the hearing to accommodate the needs of the non-English speaking residents.
4. The City shall retain documentation of the TxCDBG project, including hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the actual use of funds for a period of three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Rick Carmona, Mayor

Date

PLAN DE PARTICIPACIÓN CIUDADANA**PROGRAMA DE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM****PROCEDIMIENTOS DE QUEJA**

Estos procedimientos de queja cumplen con los requisitos del Departamento de Programa de Agricultura de Texas Community Development Block Grant (TxCDBG) y los requisitos del gobierno local de Texas se encuentran en 24 CFR §570.486 (Código de Regulaciones Federales). Los ciudadanos pueden obtener una copia de estos procedimientos en la City of Terrell, 201 E. Nash Street, Terrell, TX 75160, 972-551-6600 en horario de oficina.

A continuación se presentan los procedimientos formales de quejas y quejas relativas a los servicios prestados en el marco del proyecto TxCDBG.

1. Una persona que tiene una queja o reclamación sobre cualquiera de los servicios o actividades en relación con el proyecto TxCDBG, o si se trata de una propuesta, en curso o determinado proyecto TxCDBG, pueden durante las horas regulares presentar dicha queja o reclamo, por escrito a City of Terrell, a 201 E. Nash Street, Terrell, TX 75160 o puede llamar a 972-551-6600.
2. Una copia de la queja o reclamación se transmitirá por el Administrador de la ciudad a la entidad que es encargada de la queja o reclamación y al Abogado de la Ciudad dentro de los cinco (5) días hábiles siguientes a la fecha de la queja o día que la reclamación fue recibida.
3. La Ciudad deberá cumplir una investigación de la queja o reclamación, si es posible, y dar una respuesta oportuna por escrito a la persona que hizo la denuncia o queja dentro de los diez (10) días.
4. Si la investigación no puede ser completada dentro de los diez (10) días hábiles anteriormente, la persona que hizo la queja o denuncia será notificada, por escrito, dentro de los quince (15) días cuando sea posible después de la entrega de la queja original o quejas y detallará cuando se deba completar la investigación.
5. Si es necesario, la queja y una copia escrita de la investigación posterior se remitirán a la TxCDBG para su posterior revisión y comentarios.
6. Se proporcionará copias de los procedimientos de queja y las respuestas a las quejas, tanto en Inglés y Español, u otro lenguaje apropiado.

ASISTENCIA TÉCNICA

Cuando lo solicite, Ciudad proporcionará asistencia técnica a los grupos que son representantes de las personas de bajos y moderados ingresos en el desarrollo de propuestas para el uso de los fondos TxCDBG. Ciudad, en base a las necesidades específicas de los residentes de la comunidad en el momento de la solicitud, deberá determinar el nivel y tipo de asistencia.

DISPOSICIONES Audiencia Pública

Para cada audiencia pública programada y llevada a cabo por la Ciudad, se observarán las disposiciones siguientes de audiencias públicas:

1. Aviso público de todas las audiencias deberá publicarse al menos setenta y dos (72) horas antes de la audiencia programada. El aviso público deberá publicarse en un periódico local. Cada aviso público debe incluir la fecha, hora, lugar y temas a considerar en la audiencia pública. Un artículo periodístico publicado también puede utilizarse para cumplir con este requisito, siempre y cuando cumpla con todos los requisitos de contenido y temporización. Los avisos también deben ser un lugar prominente en los edificios públicos y se distribuyen a las autoridades locales de vivienda pública y otros grupos interesados de la comunidad.
2. Cuando se tenga un número significativo de residentes que no hablan inglés serán una parte de la zona de servicio potencial del proyecto TxCDBG, documentos vitales como las comunicaciones deben ser publicados en el idioma predominante de estos ciudadanos que no hablan inglés.
3. Cada audiencia pública se llevará a cabo en un momento y lugar conveniente para los beneficiarios potenciales o reales e incluirá alojamiento para personas con discapacidad. Las personas con discapacidad

ITEM 7.5.

deben poder asistir a las audiencias y la Ciudad debe hacer los arreglos para las personas que requieren ayudas o servicios auxiliares en caso de necesitarlo por lo menos dos días antes de la audiencia será pública.

4. Una audiencia pública celebrada antes de la presentación de una solicitud TxCDBG debe hacerse después de las 5:00 pm en un día de semana o en un momento conveniente en sábado o domingo.
5. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad deberá cumplir con los siguientes requisitos de participación ciudadana para la elaboración y presentación de una solicitud para un proyecto TxCDBG:

1. Como mínimo, la Ciudad deberá tener por lo menos un (1) audiencia pública antes de presentar la solicitud al Departamento de Agricultura de Texas.
2. La Ciudad conservará la documentación de la convocatoria(s) audiencia, un listado de las personas que asistieron a la audiencia(s) , acta de la vista(s), y cualquier otra documentación relativa a la propuesta de utilizar los fondos para tres (3) años a partir de la liquidación de la subvención para el Estado . Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de Texas.
3. La audiencia pública deberá incluir una discusión con los ciudadanos como se indica en el manual correspondiente de aplicación TxCDBG, pero no se limita a, el desarrollo de las necesidades de vivienda y desarrollo comunitario, la cantidad de fondos disponibles, todas las actividades elegibles bajo el programa TxCDBG y el uso de fondos últimos contratos TxCDBG, en su caso. Los ciudadanos, con especial énfasis en las personas de bajos y moderados ingresos que son residentes de las zonas de tugurios y tizón, se fomentará a presentar sus opiniones y propuestas sobre el desarrollo de la comunidad y las necesidades de vivienda. Los ciudadanos deben ser conscientes de la ubicación en la que podrán presentar sus puntos de vista y propuestas en caso de que no pueda asistir a la audiencia pública.
4. Cuando un número significativo de residentes que no hablan inglés se registra para participar en una audiencia pública, un intérprete debe estar presente para dar cabida a las necesidades de los residentes que no hablan inglés.

La Ciudad debe cumplir con los siguientes requisitos de participación ciudadana en el caso de que la Ciudad recibe fondos del programa TxCDBG:

1. La Ciudad celebrará una audiencia pública sobre cualquier cambio sustancial, según lo determinado por TxCDBG, se propuso que se hará con el uso de fondos TxCDBG de una actividad elegible a otro utilizando de nuevo los requisitos de notificación
2. Una vez finalizado el proyecto TxCDBG, la Ciudad celebrará una audiencia pública y revisara el desempeño del programa incluyendo el uso real de los fondos TxCDBG.
3. Cuando un número significativo de residentes que no hablan inglés se puede registra para participar en una audiencia pública, ya sea para una audiencia pública sobre el cambio sustancial del proyecto TxCDBG o para la liquidación del proyecto TxCDBG, publicará un aviso en Inglés y Español u otro idioma apropiado y se proporcionara un intérprete en la audiencia para dar cabida a las necesidades de los residentes.
4. La Ciudad conservará la documentación del proyecto TxCDBG, incluyendo aviso de audiencia(s), un listado de las personas que asistieron a la audiencia(s), acta de la vista(s), y cualquier otro registro concerniente al uso real de los fondos por un período de a tres (3) años a partir de la liquidación del proyecto al estado.

Dichos registros se pondrán a disposición del público, de conformidad con el Capítulo 552, Código de Gobierno de

Rick Carmona, Alcalde

Date

Section 504 Policy Against Discrimination
based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), City of Terrell hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. The City of Terrell does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. The City of Terrell recruitment materials or publications shall include a statement of this policy in 1. above.
4. The City of Terrell shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the TxCDBG program, City of Terrell shall ensure that they are provided with the information necessary to understand and participate in the TxCDBG program.
6. Grievances and Complaints
 - A. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for City of Terrell to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - B. Complaints should be addressed to: City Manager, 201 E. Nash Street, Terrell, TX 75160, 972-551-6600, who has been designated to coordinate Section 504 compliance efforts
 - C. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
 - D. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
 - E. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by City Manager. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
 - F. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by City Manager, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
 - G. The Section 504 coordinator shall maintain the files and records of the City of Terrell relating to the complaints files.
 - H. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the City of Terrell within ten working days after the receipt of the written determination/resolution.

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- I. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- J. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the City of Terrell complies with Section 504 and HUD regulations.

Rick Carmona, Mayor

Date

**Sección 504 política contra la discriminación
basada en discapacidad y procedimiento de querellas**

Apartado 24 CFR 8, no discriminación basada en discapacidad en federalmente asistidos programas y actividades del Departamento de vivienda y desarrollo urbano, sección 504 de la Rehabilitation Act de 1973, enmendada (29 U.S.C. 794) y 109 de la sección de la vivienda y el acto de desarrollo comunitario de 1974, según enmendada (42 U.S.C. 5309), la City of Terrell se adopta los procedimientos de política y quejas:

1. Discriminación prohibida. De lo contrario no individuo calificado con discapacidad en los Estados Unidos, únicamente por razón de su discapacidad, se excluirá de la participación en, ser negado los beneficios de o ser sujeto a discriminación bajo cualquier programa o actividad recibir Asistencia financiera federal del Departamento de vivienda y desarrollo urbano (HUD).
2. La City of Terrell no discrimina por discapacidad en la admisión o acceso a, o tratamiento o empleo en, sus programas federalmente asistidos y actividades.
3. La City of Terrell publicaciones o materiales de reclutamiento (*Destinatario de la subvención*) incluirá una declaración de esta política en 1. encima de.
4. La City of Terrell tendrá seguir pasos para notificar a los participantes, beneficiarios, solicitantes y empleados, incluyendo aquellos con deterioro de la visión o audición y sindicatos u organizaciones profesionales tenencia colectiva acuerdos de negociación o profesionales con los destinatarios que no discrimina sobre la base de discapacidad en violación de 24 CFR parte 8.
5. Para personas con discapacidad visual y auditivos individuos elegibles que sirve o que puedan verse afectadas por el programa TxCDBG, La City of Terrell se asegurará de que cuentan con la información necesaria para entender y participar en el programa TxCDBG.
6. Quejas y denuncias
 - A. Cualquier persona que cree que él o ella ha sido víctima de discriminación por discapacidad puede presentar una queja bajo este procedimiento. Es contra la ley de La City of Terrell para tomar represalias contra cualquier persona que presenta una queja o coopera en la investigación de una queja.
 - B. Las quejas deben ser dirigidas a: Administrador de la ciudad, 201 E. Nash Street, Terrell, TX 75160, 972-551-6600, que ha sido designado para coordinar los esfuerzos de cumplimiento de la sección 504.
 - C. Una queja debe ser presentado por escrito o verbalmente, contener el nombre y dirección de la persona que lo presenta y describir brevemente la supuesta violación de las normas.
 - D. Una queja debe presentarse dentro de treinta 30 días hábiles después de que el denunciante tenga conocimiento de la presunta violación.
 - E. Una investigación, como puede ser apropiado, deberá seguir una presentación de una queja. La investigación será conducida por Administrador de la ciudad. Investigaciones informales pero minuciosa brindará todas las personas interesadas y sus representantes, si los hubiere, una oportunidad de presentar pruebas pertinentes a una queja.
 - F. Una determinación escrita en cuanto a la validez de la denuncia y la descripción de la resolución, si los hubiere, se expedirá por Administrador de la ciudad y una copia enviada al demandante con quince 15 días de trabajo después de la presentación de la queja siempre que sea posible.

ITEM 7.5.

- G. Coordinador de la sección 504 deberá mantener los archivos y registros de la La City of Terrell relativas a los archivos de quejas.
- H. El demandante puede solicitar una reconsideración del caso en instancias donde él o ella está insatisfecha con la resolución determinación como se describe en f. anterior. La solicitud de reconsideración debe hacerse a las La City of Terrell dentro de diez días hábiles después de la recepción de la determinación y resolución escrito.
- I. El derecho de una persona a una resolución rápida y equitativa de la denuncia presentada a continuación no deberá ser deteriorada por la búsqueda de la persona de otros remedios como la presentación de una queja con el Departamento de vivienda y desarrollo urbano de los Estados Unidos de la sección 504. Utilización de este procedimiento de quejas no es un requisito previo para la búsqueda de otros remedios.
- J. Estos procedimientos se interpretará para proteger los derechos sustantivos de las personas interesadas, para cumplir con normas de proceso debido apropiado y asegurar que La City of Terrell cumple con las regulaciones de la sección 504 y HUD.

Rick Carmona, Alcalde

Date

Limited English Proficiency Plan

Grantee:	City of Terrell
Community Population:	17,869
LEP Population:	1,029 (6.3%)
Languages Spoken:	
1. By more than 5% of the eligible population or beneficiaries and has more than 50 in number; or	Spanish
2. By more than 5% of the eligible population or beneficiaries but has less than 50 or less in number; or	
3. By more than 1,000 individuals in the eligible population in the market area or among current beneficiaries.	

Program activities to be accessible to LEP persons:

- X Public notices and hearings regarding applications for grant funding, amendments to project activities, and completion of grant-funded projects.

- X Publications regarding TxCDBG applications, grievance procedure, complaint procedures, answers to complaints, notices, notices of rights and disciplinary action, and other vital hearings, documents, and program requirements.

- X Other program documents:

Resources available to Grant Recipient:

- X Translation services: City will retain translation services upon request.

- X Interpreter services: City will retain translation services upon request.

- Other resources:

Language assistance to be provided:

- X Translation (oral and/or written) of advertised notices and vital documents for: City will provide translated documents upon request and retain services to accommodate populations with limited English proficiency.

- X Referrals to community liaisons proficient in the language of LEP person: City will identify community liaisons that will assist to provide accommodations to LEP person and provide these services upon request.

- X Public meetings conducted in multiple languages: City will conduct public meetings in multiple languages upon request.

- X Notices to recipients of the availability of LEP services: City will reference the availability of accommodations in public notices and post documents to accommodate LEP persons in public buildings.

- Other Services:

 Signature - Chief Elected Official or Civil Rights Officer

 Date

 See also: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Plan de dominio limitado del inglés

Nombre Grante:	City of Terrell
Población de la Comunidad:	17,869
LEP Población:	1,029 (6.3%)
Idiomas Hablados:	
En más del 5% de la población elegible o beneficiarios y tiene más de 50 en número; o	Spanish
Por más del 5% de la población o beneficiarios elegibles, Pero tiene menos de 50 o menos en número; o	
Por más de 1,000 individuos en la población elegible en El área del mercado o entre los beneficiarios actuales.	

Las actividades del programa deben ser accesibles para las personas LEP:

- X Avisos públicos y audiencias con respecto a las solicitudes de fondos de la subvención, enmiendas a las actividades del proyecto y finalización del proyecto financiado mediante donaciones.
- X Publicaciones sobre la solicitud de TxCDBG procedimientos de quejas procedimientos de quejas, procedimientos de quejas, respuestas a reclamos, avisos de derechos y medidas disciplinarias, y otras audiencias vitales documento y requisitos del programa.
- X Otros Documentos del Programa:

Recursos disponibles para el beneficiario de subvención:

- X Servicios de traducción: Ciudad retendrá servicios de traducción a pedido.
- X Servicios de intérprete: Ciudad retendrá servicios de intérprete a pedido.
- Otros recursos:

Language assistance to be provided:

- X Traducción (oral y/o escrita) de anuncios publicados y documentos vitales para: Ciudad proporciona documentos traducidos previa solicitud y retendrá los servicios para acomodar a las poblaciones con dominio limitado del inglés.
- X Referencias a enlaces comunitarios competentes en el lenguaje de personas con LEP: Ciudad identificara enlaces comunitarios que ayudarán a proporcionar acomodaciones a personas LEP y proporcionan estos servicios a pedido.
- X Reuniones públicas realizadas en múltiples idiomas: Ciudad conducirá reuniones públicas en múltiples idiomas a pedido.
- X Avisos a los destinatarios de la disponibilidad de los servicios LEP: Ciudad hará referencia a la disponibilidad a acomodaciones en avisos públicos y documentos postales para acomodar a personas con LEP en edificios públicos.
- Otros servicios:

Firma - Funcionario principal electo o funcionario de derechos civiles

Fecha

Ver tambien: http://www.lep.gov/resources/2011_Language_Access_Assessment_and_Planning_Tool.pdf

Special City Council Meeting and
Workshop
AGENDA ITEM REPORT



To:
Subject: Discuss and Consider Resolution No. 1049 a Resolution Designating Signature Authorizations for Community Development Block Grant Projects
Meeting: Special City Council Meeting and Workshop - Jun 22 2021
Department: Engineering
Staff Contact: Steve Rogers, City Engineer

BACKGROUND INFORMATION:

Texas Department of Agriculture policies require cities to pass a resolution regarding signatures for Community Development Block Grant (CDBG) projects.

ATTACHMENTS:

[Resolution No. 1049](#)

RESOLUTION NO. 1049

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TxCDBG) CONTRACT NUMBERS 7220232 AND 7220459.

WHEREAS, the City of Terrell, Texas has received a 2020 Texas Community Development Block Grant award to provide wastewater improvements and (a 2020 Texas Community Development Block Grant award to complete downtown sidewalk and accessibility improvements), and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the Texas Department of Agriculture, and;

WHEREAS, an original signed copy of the TxCDBG *Depository/Authorized Signatories Designation* Form A202 is to be submitted with a copy of this Resolution, and;

WHEREAS, the City of Terrell, Texas acknowledges that in the event that an authorized signatory of the City changes (elections, illness, resignations, etc.), the City must provide TxCDBG with the following:

- a resolution stating who the new authorized signatory is (not required if this original resolution names only the title and not the name of the signatory); and
- a revised TxCDBG *Depository/ Authorized Signatories Designation* Form A202.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS, AS FOLLOWS:

The **Mayor and City Manager** be authorized to execute contractual and environmental review documents between the Texas Department of Agriculture and the City for the 2020 Texas Community Development Block Grant Program contracts.

The **Mayor, Mayor Pro-Tem, City Manager and City Secretary** be authorized to execute the *State of Texas Purchase Voucher* and *Request for Payment Form* documents required for requesting funds approved in the specified Texas Community Development Block Grant Program contracts.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS on June ___, 2021.

E. RICK CARMONA, MAYOR

Attest:

DAWN STEIL, CITY SECRETARY

Special City Council Meeting and
Workshop
AGENDA ITEM REPORT



To:
Subject: Discuss Resolution No. 1050 Authorizing a Request for Financial Assistance from the Texas Department of Transportation Aviation Program
Meeting: Special City Council Meeting and Workshop - Jun 22 2021
Department: Engineering
Staff Contact: Steve Rogers, City Engineer

BACKGROUND INFORMATION:

The City is planning to select a consultant to prepare an Airport Masterplan and an Airport Business Plan. Each of these will provide the long range goals and improvements for the Airport. A request for financial assistance with Texas Department of Transportation Aviation Program is planned, which would fund 90% of an estimated \$300,000.00 study. The City's commitment would be the remaining 10%, approximately \$30,000.00.

This resolution is required by the funding agency in order to submit an application for funding. The City's contribution would come through the Airport Fund.

ATTACHMENTS:

[Resolution No. 1050](#)

RESOLUTION NO. 1050

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS, APPROVING AN AGREEMENT WITH THE TEXAS DEPARTMENT OF TRANSPORTATION AND COMMITTING TO A LOCAL MATCH FOR AN AIRPORT MASTERPLAN AND AIRPORT BUSINESS PLAN AT THE TERRELL MUNICIPAL AIRPORT

WHEREAS, the CITY OF TERRELL, TEXAS, hereinafter referred to as “Sponsor”, intends to make certain improvements to the Terrell Municipal Airport; and

WHEREAS, the general description of the project is for an updated Airport Master Plan and Airport Business Plan and;

WHEREAS, the Sponsor intends to request financial assistance from the Texas Department of Transportation, Aviation Division, for these improvements; and

WHEREAS, the total project cost is estimated to be \$300,000, and the Sponsor will be responsible for 10% of the total project cost currently estimated to be \$30,000; and

WHEREAS, the Terrell Municipal Airport names the Texas Department of Transportation as its agent for the purpose of applying for, receiving and disbursing all funds for these improvements and for the administration of contracts necessary for the implementation of these improvements; and

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TERRELL, TEXAS:

Section 1. That the Sponsor hereby directs the City Manager of the City of Terrell, Texas, to execute on behalf of the Sponsor, at the appropriate time and with the appropriate authorizations of this governing body, all contracts and agreements with the Texas Department of Transportation, and such other parties as shall be necessary and appropriate for the implementation of the Airport Master Plan and Airport Business Plan for the Terrell Municipal Airport.

PASSED AND APPROVED this 22nd day of June, 2021.

E. Rick Carmona, Mayor

ATTEST:

Dawn Steil, City Secretary



COMMERCIAL LEASE

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ADDENDA & EXHIBITS (check all that apply)

<input type="checkbox"/>	Exhibit _____
<input type="checkbox"/>	Exhibit _____
<input type="checkbox"/>	Commercial Lease Addendum for Broker's Fee (TXR-2102)
<input checked="" type="checkbox"/>	Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
<input type="checkbox"/>	Commercial Lease Addendum for Extension Option (TXR-2104)
<input type="checkbox"/>	Commercial Lease Addendum for Percentage Rent (TXR-2106)
<input type="checkbox"/>	Commercial Lease Addendum for Parking (TXR-2107)
<input checked="" type="checkbox"/>	Commercial Landlord's Rules and Regulations (TXR-2108)
<input type="checkbox"/>	Commercial Lease Guaranty (TXR-2109)
<input type="checkbox"/>	Commercial Lease Addendum for Right of First Refusal (TXR-2105)
<input type="checkbox"/>	Commercial Lease Addendum for Optional Space (TXR-2110)
<input type="checkbox"/>	Commercial Lease Addendum for Construction (TXR-2111) or (TXR-2112)
<input type="checkbox"/>	Commercial Lease Addendum for Contingencies (TXR-2119)
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	Information About Brokerage Services (TXR-2501)

(TXR-2101) 4-1-14 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

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COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: 150 NINTH STREET, LLC _____; and

Tenant: CITY OF TERRELL _____.

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (*Check only one box*):

☒ (1) **Multiple-Tenant Property:** Suite or Unit Number _____ containing approximately 3800 square feet of rentable area in _____ (project name) at 150 Ninth Street (address) in Terrell (city), Kaufman (county), Texas, which is legally described on attached Exhibit _____ or as follows:

_____.

☐ (2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows:

_____.

B. If Paragraph 2A(1) applies:

(1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and

(2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area ☐ will ☒ will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is 38 months and _____ days, commencing on: August 1, 2021 (Commencement Date) and ending on September 30, 2024 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially

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Commercial Lease concerning: **Terrell, TX 75160**

complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90th day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

- C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

- A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot <i>(optional)</i>		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
08/01/2021	09/30/2021	/ rsf / month	/ rsf / year	
10/01/2021	09/30/2024	/ rsf / month	/ rsf / year	4,500.00
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

- B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord all other amounts, as provided by the attached *(Check all that apply.)*:

- ☒ (1) Commercial Lease Addendum for Expense Reimbursement (TXR-2103)
☐ (2) Commercial Lease Addendum for Percentage Rent (TXR-2106)
☐ (3) Commercial Lease Addendum for Parking (TXR-2107)
☐ (4) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

- C. First Full Month's Rent: The first full monthly rent is due on or before _____
Due as prepaid rent at lease execution and applied to October 1, 2021.

- D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

- E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: **150 NINTH STREET, LLC**

Address: **P.O. Box 637, Kaufman, Texas 75142**

- F. Method of Payment: Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any

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check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.

- G. Late Charges: If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. Returned Checks: Tenant will pay \$ **50.00** for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$ **4,500.00** to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises.

7. UTILITIES:

- A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10)All other utilities	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay

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and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" means heating, ventilating, and air conditioning of the leased premises. *(Check one box only.)*

☒ (1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

☐ (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.

☐ (3) Tenant will pay for the HVAC services under this lease.

8. **INSURANCE:**

A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:

(1) public liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*

☒ (a) \$1,000,000; or

☐ (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.

(2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and

☐ (3) business interruption insurance sufficient to pay 12 months of rent payments;

B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.

C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:

(1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or

(2) exercise Landlord's remedies under Paragraph 20.

D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any public liability insurance in an amount that Landlord determines reasonable and appropriate.

E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately

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after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Administration and training office for the Terrell Fire Department.
- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): 24 hours a day, 7 days a week.

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
- (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) _____.
- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.

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- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

12. ACCESS BY LANDLORD:

- A. During Tenant's normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant's normal business hours if: (1) entry is made with Tenant's permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant's business operations when accessing the leased premises.
- B. During the last 60 days of this lease, Landlord may place a "For Lease" or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT'S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant's expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. "Surrender" means vacating the leased premises and returning all keys and access devices to Landlord. "Normal wear and tear" means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. ☐ Landlord ☒ Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic

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emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.

- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party's guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. *(Check all that apply.)*

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, roof, and other structural components	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Glass and windows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Fire sprinkler systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) Exterior & overhead doors, including closure devices, molding, locks, and hardware	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(6) Grounds maintenance, including landscaping and irrigation systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(7) Interior doors, including closure devices, frames, molding, locks, and hardware	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Parking areas and walks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Plumbing systems, drainage systems and sump pumps	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(10) Electrical systems, mechanical systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Ballast and lamp replacement	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Heating, Ventilation and Air Conditioning (HVAC) systems	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(13) HVAC system replacement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(14) Signs and lighting:			
(a) Pylon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(b) Facia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) Monument	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(d) Door/Suite	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(15) Extermination and pest control, excluding wood-destroying insects.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(16) Fences and Gates	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Storage yards and storage buildings	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(18) Wood-destroying insect treatment and repairs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Cranes and related systems	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(21)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) All other items and systems.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

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Commercial Lease concerning: **Terrell, TX 75160**

- E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(12), Tenant ☐ is ☒ is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord's remedies under Paragraph 20.
- F. Common Areas: Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. Notice of Repairs: Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. Failure to Repair: Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

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- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;
- B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

- A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.
- B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 10 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.
- C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:
 - (1) any lost rent;
 - (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
 - (3) repairs to the leased premises for use beyond normal wear and tear;
 - (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
 - (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
 - (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
 - (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
 - (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
 - (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT:

Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will

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indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.

23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- ☐ A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationary and business cards. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- ☒ B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
- (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES & FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.

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- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:

- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant's notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant's personal property.

30. ATTORNEY'S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney's fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign the lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the

ITEM 7.8.

Commercial Lease concerning: **150 Ninth Street**
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health or safety of an ordinary person, except: _____.

- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

- A. The brokers to this lease are:

Principal Broker: **Ridge Pointe Commercial Real Estate Services**

Cooperating Broker: _____

Agent: **Judy Kurtz**

Agent: _____

Address: **102 S. Goliad, Suite 200**
Rockwall, TX 75089

Address: _____

Phone & Fax: **(469)323-0485**

Phone & Fax: _____

E-mail: **jkurtz@ridgepcr.com**

E-mail: _____

License No.: **436159**

License No.: _____

Principal Broker: *(Check only one box)*

Cooperating Broker represents Tenant.

- ☒ represents Landlord only.
☐ represents Tenant only.
☐ is an intermediary between Landlord and Tenant.

- B. **Fees:**

- ☒ (1) Principal Broker's fee will be paid according to: *(Check only one box)*.
☒ (a) a separate written commission agreement between Principal Broker and:
☒ Landlord ☐ Tenant.
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
☐ (2) Cooperating Broker's fee will be paid according to: *(Check only one box)*.
☐ (a) a separate written commission agreement between Cooperating Broker and:
☐ Principal Broker ☐ Landlord ☐ Tenant.
☐ (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by mail, or sent by facsimile transmission to:

Landlord at: **150 NINTH STREET, LLC**

Address: **P.O.Box 637, Kaufman, Texas 75142**

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Phone: **(214)870-6724** Fax: _____

and a copy to: _____

Address: _____

Phone: _____ Fax: _____

☒ Landlord also consents to receive notices by e-mail at: **kjwil91@yahoo.com**

Tenant at the leased premises,

and a copy to: **City of Terrell c/o City Manager**

Address: **201 East Nash Street, Terrell, TX 75160**

Phone: **(972)551-6600** Fax: _____

☐ Tenant also consents to receive notices by e-mail at: _____

35. SPECIAL PROVISIONS:

Per Section 7 A, Landlord will pay for all utilities, however Tenant will reimburse Landlord \$600 per month as an estimated amount. At the end of each year, Landlord will reconcile these expenses and send Tenant a statement by January 31 of the new year, showing the actual expenses, along with an invoice for any outstanding balance or a credit that will be applied to future utility expenses.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.
- D. Controlling Law: The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. Severable Clauses: If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. Waiver: Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.

(TXR-2101) 4-1-14 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____ Page 14 of 15

ITEM 7.8.

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- G. Quiet Enjoyment: Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. Force Majeure: If Landlord's performance of a term in this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, flood, or any cause outside Landlord's control, the time for Landlord's performance will be abated until after the delay.
- I. Time: Time is of the essence. The parties require strict compliance with the times for performance.

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: **150 NINTH STREET, LLC**

Tenant: **CITY OF TERRELL**

By: _____

By: _____

By (signature): _____
Printed Name: **Joy Lynn Wilson**
Title: **Member** Date: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By: _____

By: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____

By (signature): _____
Printed Name: _____
Title: _____ Date: _____



COMMERCIAL LEASE ADDENDUM FOR EXPENSE REIMBURSEMENT

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 150 Ninth Street, Terrell, TX 75160

In addition to rent stated in the lease, Tenant will pay Landlord the additional rent described in this addendum. Tenant will pay the additional rent each month at the time the base-monthly rent in the lease is due.

A. Definitions:

- (1) "Tenant's pro rata share" is 56.000 %.
- (2) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (3) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (4) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.
- (5) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.

B. Method: The additional rent will be calculated under the following method:

Note: "CAM" does not include taxes and insurance costs.

- ☐ (1) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year 2021 for: ☒ taxes; ☒ insurance; ☒ CAM; ☐ structural; and ☐ _____.
- ☐ (2) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____.
- ☐ (3) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: ☐ taxes; ☐ insurance; ☐ CAM; ☐ structural; and ☐ _____.

C. Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this addendum) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

(TXR-2103) 1-26-10 Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

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ITEM 7.8.

Expense Reimbursement Addendum concerning 150 Ninth Street, Terrell, TX 75160

Notice: The applicable projected expenses at the time which the above-referenced lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 6785 rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
/ rsf / month	/ rsf / year

D. Reconciliation: Within a reasonable time after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this addendum) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment. Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this addendum. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this addendum, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

E. Special Provisions:

Landlord: 150 NINTH STREET, LLC

By: _____

By (signature): _____

Printed Name: Joy Lynn Wilson

Title: Member

By: _____

By (signature): _____

Printed Name: _____

Title: _____

Tenant: CITY OF TERRELL

By: _____

By (signature): _____

Printed Name: _____

Title: _____

By: _____

By (signature): _____

Printed Name: _____

Title: _____



COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT 150 Ninth Street, Terrell, TX 75160

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TXR-2108) 1-26-10

Initialed for Identification by Landlord: _____, _____, and Tenant: _____, _____

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ITEM 7.8.

Landlord's Rules and Regulations concerning 150 Ninth Street, Terrell, TX 75160

- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:



TERRELL FIRE DEPARTMENT MONTHLY

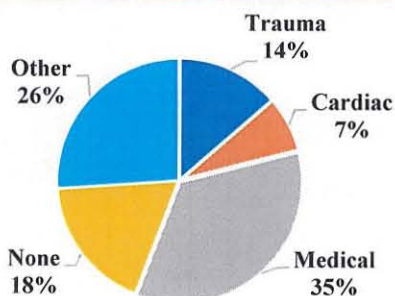
MAY 2021

Start Date: 05/01/2021 | End Date: 05/31/2021

INCIDENT COUNT	
INCIDENT TYPE	# INCIDENTS
EMS	282
FIRE	90
TOTAL	372

EMS

PRIMARY IMPRESSION	TOTALS
Trauma	33
Cardiac	18
Medical	84
None	44
Other	63



Training Areas	Training Hours
General Knowledge	8:00
Rescue Equipment	45:00:00
NIMS Type IV & V	54:00:00
SOG and Policy	16:00
TFD Aerial Ladder	5:00:00
TFD Fire Hose	4:00:00
TFD Ladders	5:00:00
TFD Rescue	10:00:00
TFD SCBA	16:00:00
Totals for all selected Training Codes 5/1/2021 - 5/31/2021	26 Personnel
	163:00:00

ACTIVITY CODE	# OF ITEMS	TIME SPENT	% TOTAL TIME
Emergency Response	1556	657:26:00	54.05%
Fire Inspection	12	3:31:00	0.29%
Fueled Apparatus	37	9:05	0.75%
Weekly Aerial Ladder Inspection	10	30:00:00	2.47%
Lawn Maintenance	3	50:15:00	4.13%
Maintenance Completion	48	102:29:00	8.43%
PR - Public Relations	17	14:50:00	1.22%
PT - Physical Fitness	70	81:51:00	6.73%
Shift Brief - Captain's Log Review	38	13:55:00	1.14%
TRC - Training Completed	90	222:50:00	18.32%
VM - Vehicle Maintenance	2	10:40:00	0.88%
Weekly Kitchen Detail	4	9:00	0.74%
Weekly Pump Test	16	10:30:00	0.86%
Totals	1903	1578:44:00	100%

ITEM 8.1.

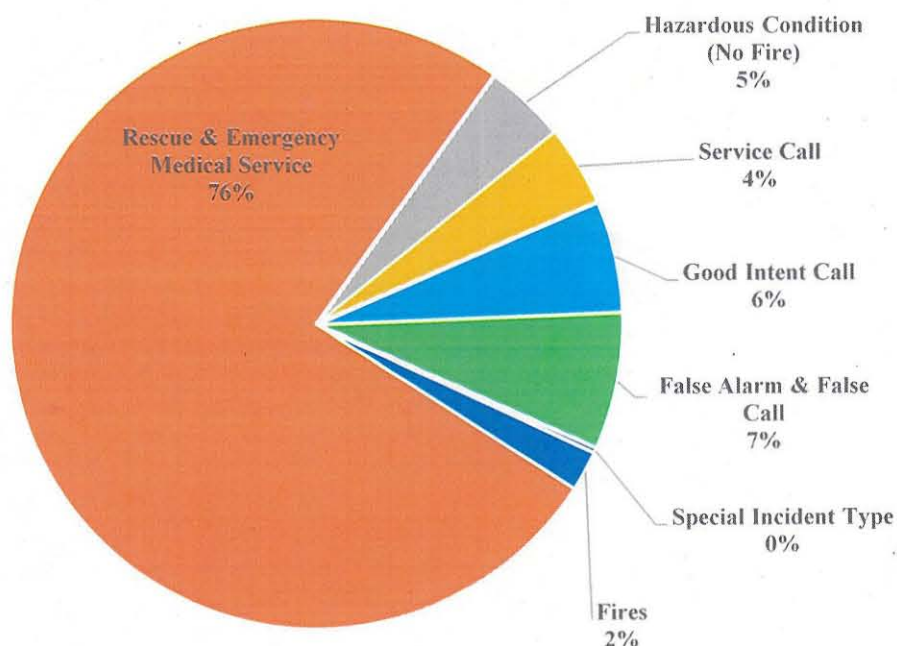
(FIRES) PRE-INCIDENT VALUE	LOSSES
\$15,993,244.00	\$99,759.00

MAJOR INCIDENT TYPE	#	% of TOTAL
Fires	8	2.15%
Rescue & Emergency Medical Service	282	75.81%
Hazardous Condition (No Fire)	16	4.30%
Service Call	16	4.30%
Good Intent Call	22	5.91%
False Alarm & False Call	27	7.26%
Special Incident Type	1	0.27%

LIGHTS AND SIREN - AVERAGE RESPONSE TIME (Dispatch to Arrival)			
Station	EMS		FIRE
Station 1	0:06:27		0:05:19
Station 2	0:06:38		0:07:53
AVERAGE FOR ALL CALLS			0:06:32

LIGHTS AND SIREN - AVERAGE TURNOUT TIME (Dispatch to Enroute)			
Station	EMS		FIRE
Station 1	0:00:49		0:00:49
Station 2	0:01:43		0:02:10
AVERAGE FOR ALL CALLS			0:01:15

AGENCY	AVERAGE TIME ON SCENE (MM:SS)
Terrell Fire Department	20:10





Year to Date - Analysis of Offense against Person, Property & Society for May 2021



Agency: TERRELL PD

ITEM 8.2.

	Offense Description	Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	YTD	% Change
Crimes Against Person	Assault Offenses	Last Year	10	16	31	18	31								106	-
		This Year	17	15	13	19	29								93	-12.26%
	Homicide Offenses	Last Year	0	0	0	1	0								1	-
		This Year	0	0	0	0	0									-
	Human Trafficking	Last Year	0	0	0	0	0									-
		This Year	0	0	0	0	0									-
	Kidnapping/Abduction	Last Year	0	0	0	0	0									-
		This Year	0	0	0	0	0									-
	Sex Offenses	Last Year	1	0	0	0	1								2	-
		This Year	1	1	3	0	3								8	300.00%
Crimes Against Property	Sex Offenses, Non-Forcible	Last Year	0	0	0	0	0									-
		This Year	0	0	1	0	0								1	-
	Arson	Last Year	0	0	1	0	0								1	-
		This Year	0	0	0	0	0									-
	Bribery	Last Year	0	0	0	0	0									-
		This Year	0	0	0	0	0									-
	Burglary/Breaking and Entering	Last Year	6	7	11	6	8								38	-
		This Year	6	0	1	1	0								8	-78.95%
	Counterfeiting/Forgery	Last Year	5	4	4	2	1								16	-
		This Year	2	1	0	0	1								4	-75.00%
	Destruction/Damage/Vandalism of Property	Last Year	7	8	5	3	7								30	-
		This Year	10	6	3	2	0								21	-30.00%
	Embezzlement	Last Year	0	0	0	0	0									-
		This Year	0	0	0	0	0									-
	Extortion/Blackmail	Last Year	0	0	0	0	0									-
		This Year	0	0	0	0	0									-
	Fraud Offenses	Last Year	4	2	7	1	2								16	-
		This Year	1	0	2	0	0								3	-81.25%
	Larceny/Theft Offenses	Last Year	16	17	9	10	14								66	-
		This Year	14	10	7	11	11								53	-19.70%
	Motor Vehicle Theft	Last Year	3	4	4	4	5								20	-
		This Year	4	1	3	1	0								9	-55.00%



Year to Date - Analysis of Offense against Person, Property & Society for May 2021



Agency: TERRELL PD

Crimes Against Society	Robbery	Last Year	1	0	0	1	0								2	-
		This Year	1	1	0	0	1								3	50.00%
	Stolen Property Offenses	Last Year	0	0	0	0	1								1	-
		This Year	0	0	0	0	0									-
	Animal Cruelty	Last Year	0	0	0	0	0									-
		This Year	0	0	0	1	0								1	-
	Drug/Narcotic Offenses	Last Year	10	9	10	4	12								45	-
		This Year	10	10	14	22	15								71	57.78%
	Gambling Offenses	Last Year	0	0	0	0	0									-
		This Year	0	0	0	0	0									-
	Pornography/Obscene Material	Last Year	1	0	0	0	0								1	-
		This Year	0	0	0	0	0									-
	Prostitution Offenses	Last Year	0	0	0	0	0									-
		This Year	0	0	0	0	0									-
	Weapons Law Violations	Last Year	1	1	0	0	1								3	-
		This Year	2	2	3	4	3								14	366.67%
	Group A Offense, Total	Last Year	65	68	82	50	83								348	
	Group A Offense, Total	This Year	68	47	50	61	63								289	
	% Change		4.62%	-30.88%	-39.02%	22.00%	-24.10%								-20.42%	



MEMO

TO: Mike Sims, City Manager

SUBJECT: Finance Report

MEETING DATE: Tuesday, June 22, 2021

DEPARTMENT: Finance Department

ITEM SUMMARY: Attached is the Financial Report for the Month ended 4/30/2021. Cash and Investment Balances are also attached.

FINANCIAL SUMMARY: Revenues in the property tax category exceed projections because of an accounting change. Property tax revenue from the Tax Increment Refinance Zone property were shown in the Adopted Budget as received directly into the Public Private Partnership prior to transfer into the TIRZ Fund. To better manage the accounting of those funds in accordance with the Council approved budget amendment, those same funds are now shown first as General Fund revenue prior to transfer into the separate TIRZ Fund. The net projected receipts are unchanged and a General Fund to TIRZ #1 transfer is the next step in the process. The year to date total of \$9,502,087 is on track for roughly the original budget amounts for Non-TIRZ property (\$8,502,078) tax plus TIRZ property taxes. (\$1,136,190)

Council will also note that expense in the Emergency Management Fund are higher than the original budget, with a total of \$276,783 in year-to-date expenditures. This reflects the Vaccination HUB, for which staff anticipates full reimbursement due to our Council approved agreement with Kaufman

CASH: The investment pool funds were at approximately \$11 million dollars earning a little over \$100 in interest this month with a total of \$4,416.29 for the year-to-date. As interest rates are at an all-time low, we continue to actively search for more lucrative investment opportunities.

For comments and questions please see Jamarcus Ayers

City of Terrell



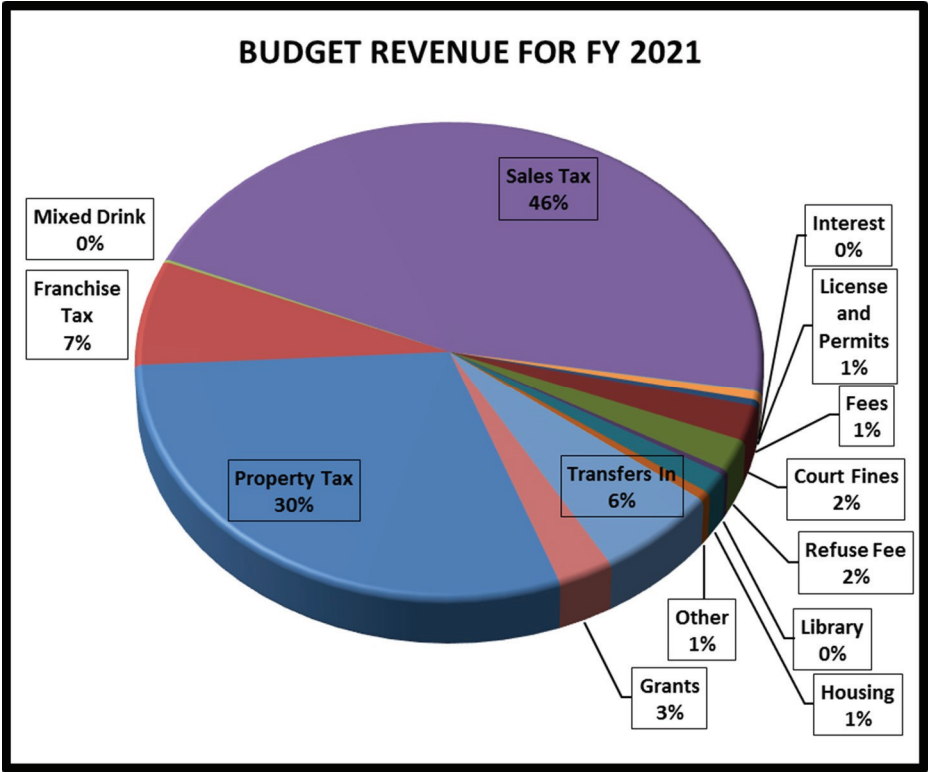
General Fund

Total Comparison by Department April 30, 2021

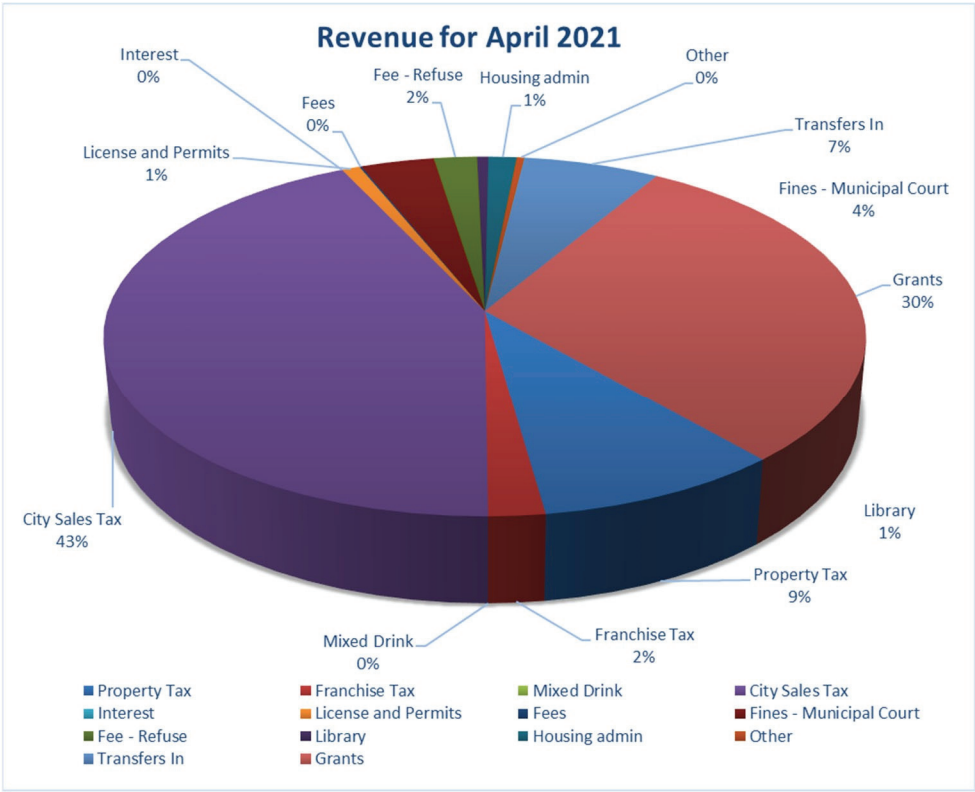
		Apr	YTD Actual 2021	Amended Budget 2021	(Over)/Under Budget	% Remaining
Fund	Description					
Departm						
Revenue						
	Property Tax	208,512	9,502,087	8,678,078	(824,009)	-9%
	Franchise Tax	47,610	1,531,545	2,090,000	558,455	27%
	Mixed Drink	-	25,326	49,000	23,674	48%
	City Sales Tax	979,071	8,136,996	13,802,183	5,665,187	41%
	Interest	0	542	15,000	14,458	96%
	License and Permits	20,063	88,692	169,600	80,908	48%
	Fees	2,146	23,584	123,015	99,431	81%
	Fines - Municipal Court	81,469	392,405	694,500	302,095	43%
	Fee - Refuse	47,681	237,777	620,000	382,223	62%
	Library	12,565	38,575	116,880	78,305	67%
	Housing admin	31,207	263,090	524,812	261,722	50%
	Other	8,282	162,258	165,925	3,667	2%
	Transfers In	151,016	1,307,051	1,812,061	505,010	28%
	Grants	682,981	684,452	1,886,698	1,202,246	64%
Total Revenue		2,272,605	22,394,383	30,747,752	8,353,370	27%
			YTD Actual	Budget		
Expenses						
010	11 Legislative	934,130	3,108,444	5,144,721	2,036,277	40%
	12 Administration	51,510	580,344	768,624	188,280	24%
	13 Animal Control	15,741	136,476	249,794	113,318	45%
	14 Finance	22,149	261,364	539,035	277,672	52%
	15 Legal	31,433	223,257	449,000	225,743	50%
	16 Municipal Building	52,061	381,478	695,997	314,519	45%
	17 Municipal Court	72,799	299,765	542,452	242,687	45%
	18 Emergency Management	91,428	276,783	521,166	244,383	47%
	20 Municipal Development	82,621	548,200	1,094,204	546,005	50%
	21 Engineering	36,379	267,184	457,563	190,380	42%
	22 Streets	163,887	1,130,144	2,455,162	1,325,018	54%
	25 Sanitation	110,669	435,654	569,500	133,846	24%
	26 Parks	39,945	291,371	541,897	250,526	46%
	27 Youth Development	2,406	16,385	87,955	71,570	81%
	28 Street Lighting	29,031	257,973	394,000	136,027	35%
	29 Pool	7,919	42,442	120,588	78,146	65%
	32 Police	501,790	3,788,437	6,780,735	2,992,298	44%
	33 Fire	352,706	2,457,427	4,361,966	1,904,539	44%
	34 Library	73,767	555,331	970,500	415,169	43%
	35 Housing	27,107	218,523	528,305	309,782	59%
	40 Human Resources	49,924	370,611	660,341	289,731	44%
	90 Debt Service	206,282	1,045,448	2,730,359	1,684,911	62%
Total Expense		2,955,684	16,693,660	30,663,865	13,970,205	45.6%
Net Income (Expense)		(683,079)	5,700,722	83,887	(5,616,835)	

ITEM 8.3.

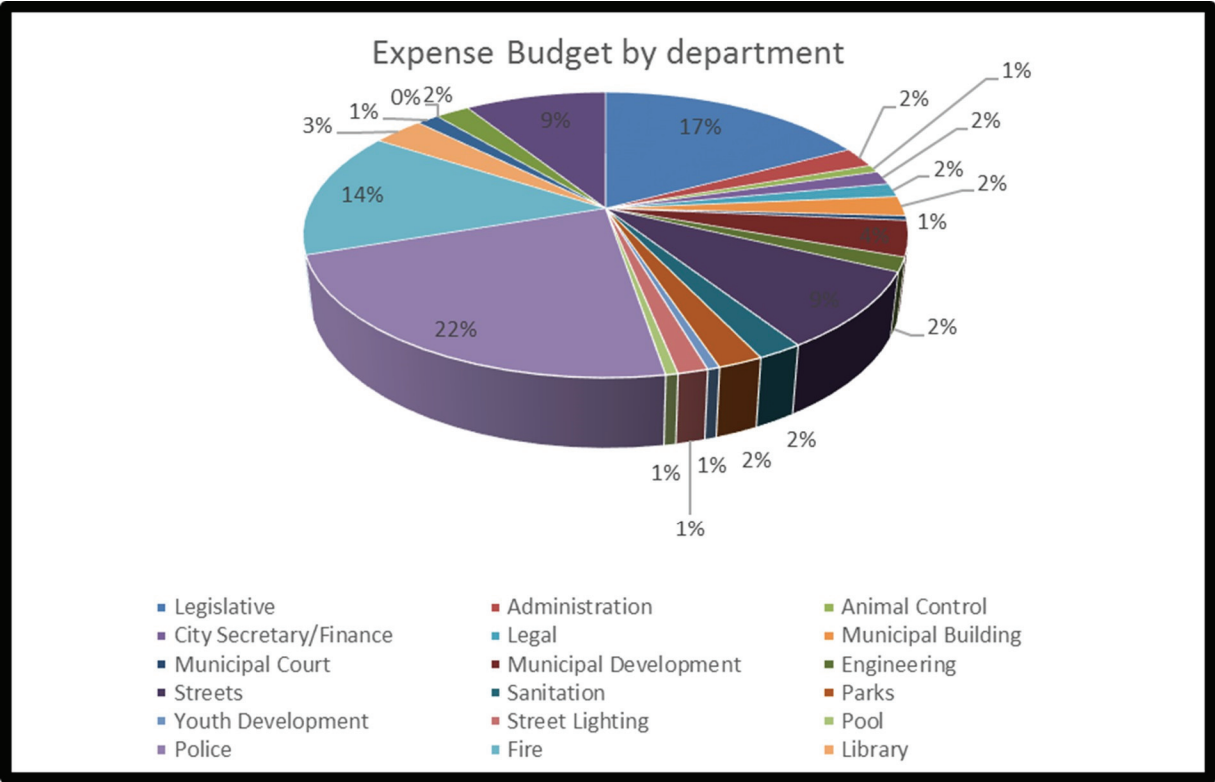
This graph represents the budget revenue for FY 2021



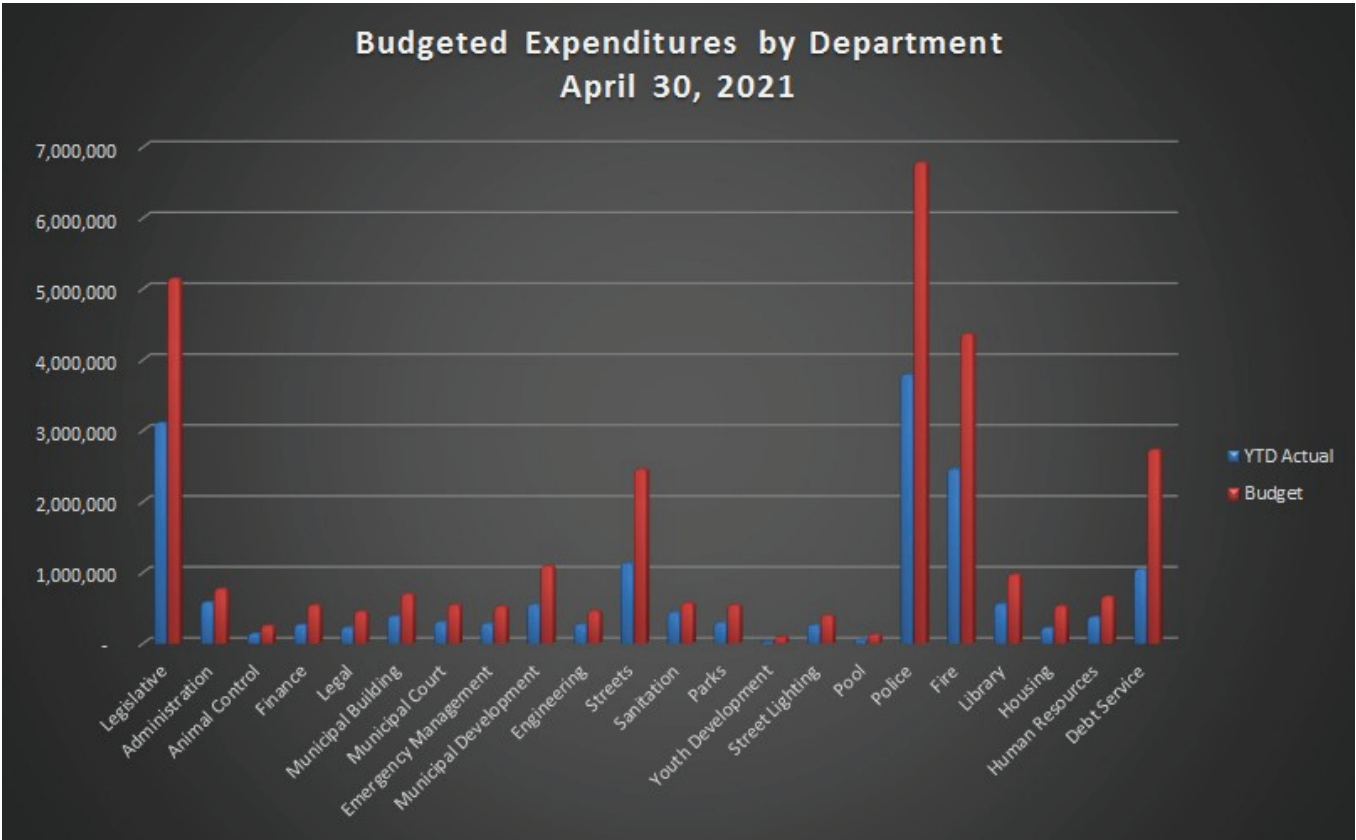
This Graph represents how actual revenue received for the month of April 2021. During the month of April sales tax and grant revenue provided a majority of the revenue together at 73%.



ITEM 8.3.

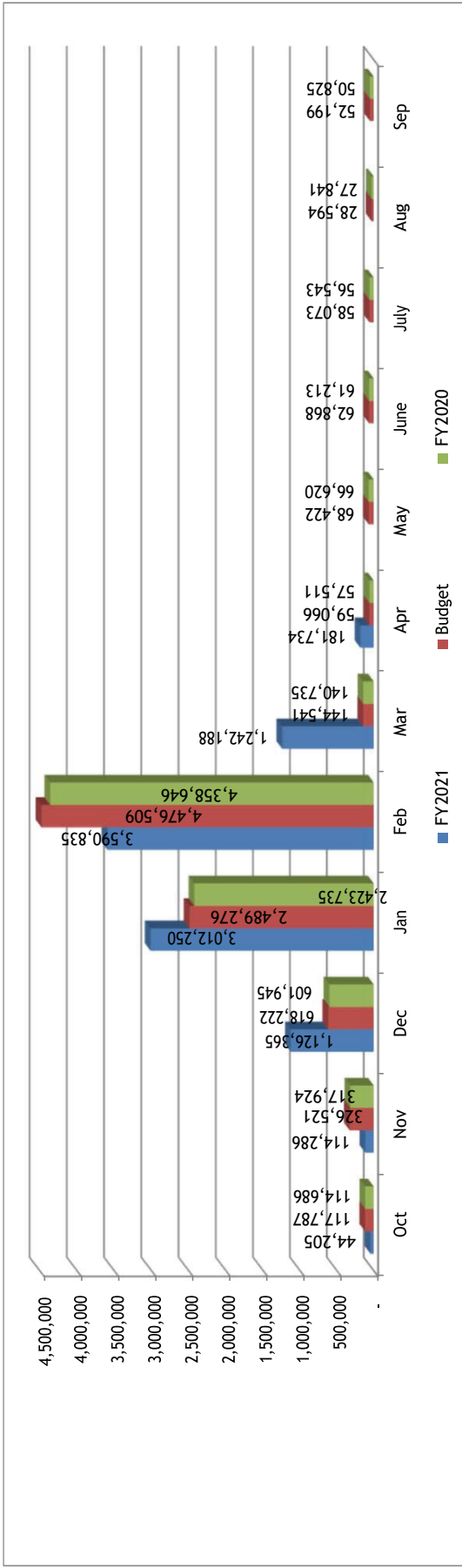


The graph below shows the amount of budgeted funds expended by each department's in the General Fund. As of April 30, 2021, 57% of the overall general fund budget has been expended.



Property Tax

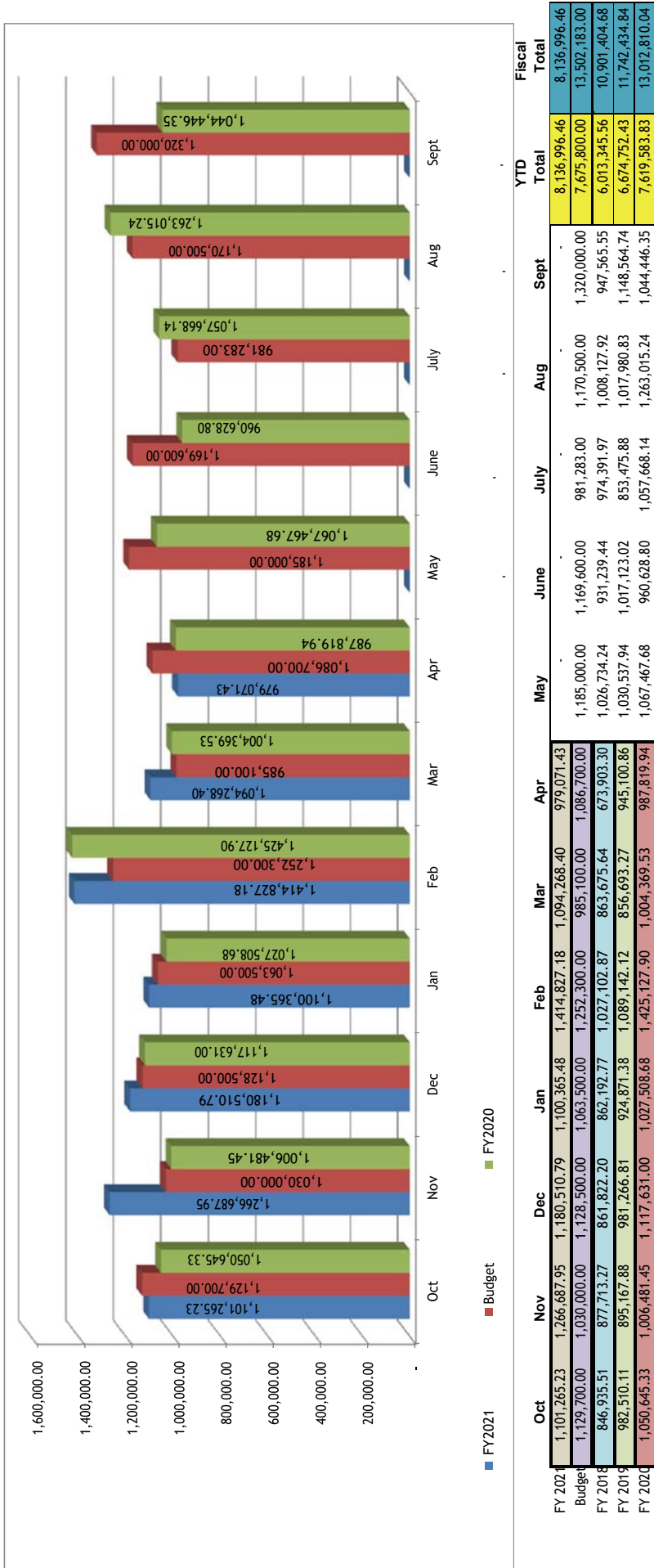
4/30/2021



*

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sep	YT D	Total
FY 2021	44,205	114,286	1,126,365	3,012,250	3,590,835	1,242,188	181,734							9,311,863
Budget	117,787	326,521	618,222	2,489,276	4,476,509	144,541	59,066	68,422	62,868	58,073	28,594	52,199		8,231,923
FY 2020	114,686	317,924	601,945	2,423,735	4,358,646	140,735	57,511	66,620	61,213	56,543	27,841	50,825		8,015,183
FY 2020	114,686	317,924	601,945	2,423,735	4,358,646	140,735	57,511	66,620	61,213	56,543	27,841	50,825		8,278,225
2019 Differen	(70,481)	(203,637)	524,420	588,515	(767,811)	1,101,452	124,223	(66,620)	(61,213)	(56,543)	(27,841)	(50,825)		1,033,639
Budget Differ	(73,583)	(212,234)	508,143	522,974	(885,675)	1,097,647	122,668	(68,422)	(62,868)	(58,073)	(28,594)	(52,199)		1,079,940
Collection % of Assessed Value to budget	0.52%	1.34%	13.25%	35.43%	42.23%	14.61%	2.14%	0.00%	0.00%	0.00%	0.00%	0.00%		109.52%

Sales Tax
4/30/2021



2020 Diff	50,619.90	260,206.50	62,879.79	72,856.80	(10,300.72)	89,898.87	(8,748.51)	(1,067,467.68)	(960,628.80)	(1,057,668.14)	(1,263,015.24)	(1,044,446.35)	517,412.63	489,372.96
Budget Diff	(28,434.77)	236,687.95	52,010.79	36,865.48	162,527.18	109,168.40	(107,628.57)	(1,185,000.00)	(1,169,600.00)	(981,283.00)	(1,170,500.00)	(1,320,000.00)	461,196.46	(5,365,186.54)
% of budget	-2.58%	18.69%	4.41%	3.35%	11.49%	9.98%	-10.99%	0.00%	0.00%	0.00%	0.00%	0.00%	5.67%	
% of Prior year	4.82%	25.85%	5.63%	7.09%	-0.72%	8.95%	-0.89%	-100.00%	-100.00%	-100.00%	-100.00%	-100.00%	6.79%	

ITEM 8.3.

City of Terrell



Utility Fund

Total Comparison by Department April 30, 2021

Fund Department	Description	Apr	YTD Actual	Budget 2021	(Over)/Under Budget	% Remaining
Revenue						
	Metered Water	611,154	4,132,898	7,418,536	3,285,638	44%
	Whole Sale Water	215,573	1,509,013	2,666,756	1,157,743	43%
	Sewer	516,024	3,417,238	5,727,430	2,310,192	40%
	Franchise	49,861	336,056	487,296	151,240	31%
	Other	35,014	321,695	400,458	78,763	20%
	Interest	-	541	4,000	3,459	86%
	Transfers In	1,366	9,563	16,394	6,831	42%
	Total Revenue	1,428,992	9,727,004	16,720,870	6,993,866	42%
Expense						
20	51 Water Quality					
	Personnel	55,419	435,766	647,220	211,454	33%
	Operation	32,518	196,992	488,038	291,046	60%
	NTMWD	354,667	2,482,665	4,256,000	1,773,335	42%
	52 Water Distribution					
	Personnel	28,869	234,175	434,573	200,398	46%
	Operation	56,799	230,225	416,055	185,830	45%
		8,020	97,971	187,000	89,029	48%
	61 Maintenance Water Pollution					
	Personnel	38,014	294,101	491,913	197,811	40%
	Operation	20,676	233,412	515,958	282,546	55%
		76,224	512,830	526,013	13,183	3%
	62 Treatment Water Collection					
	Personnel	32,958	260,270	645,214	384,944	60%
	Operation	27,488	64,519	158,350	93,831	59%
	Maintenance	-	-	65,000	65,000	100%
	Rentals	16,686	116,801	210,230	93,429	44%
	64 Special Projects	-	2,726	-	(2,726)	0%
	80 Utility Office					
	Personnel	20,459	145,831	219,653	73,822	34%
	Operation	1,042	46,895	34,792	(12,103)	-35%
		4,215	67,215	85,000	17,785	21%
	90 Professional fees Debt Service					
	Transfer to IT	17,836	124,849	257,367	132,519	51%
	Utility Franchise	47,523	290,951	465,000	174,049	37%
	Transfer Capital improve	12,500	87,500	150,000	62,500	42%
	Transfer to I&S #1	130,153	911,071	1,561,836	650,765	42%
	Transfer to I&S #2	-	474,487	632,650	158,163	25%
	NTMWD facilities	19,500	236,633	719,055	482,422	67%
	UCR Trans	175,667	1,229,667	2,108,000	878,333	42%
	Intergov Trans to Gen	135,753	950,269	1,629,033	678,764	42%
	95 Other	1	1	-	(1)	0%
	Total Expense	1,312,986	9,727,823	16,903,950	7,176,127	42%
	Net Income (Expense)	116,006	(819)	\$ (183,080)	(182,261)	

ITEM 8.3.

City of Terrell



Utility Capital Reserve Fund

Total Comparison by Department April 30, 2021

		Apr	YTD	Amended Budget	(Over)/Under	%
Fund	Description					
Department			Actual	2021	Budget	Remaining
Revenue						
28	UCR Transfer	175,667	1,229,667	2,108,000	878,333	42%
	Testing Services ETTL Escrow	-	60,985		(60,985)	0%
	Interest	-	-	-	-	0%
	Total Revenue	175,667	1,290,651	2,108,000	817,349	39%
Expense						
28	AMI Meter Project - Consultant	20,048	43,360	200,000	156,640	78%
	CDBG Grant Administration	-	-	40,000	40,000	100%
	CDBG Design Blanche/High	-	-	115,000	115,000	100%
	Boone St Water & Sewer De	-	20,400	50,000	29,600	59%
	Pay As You GO	-	-	200,000	200,000	100%
	Development Partnerships	1,880	5,095	345,000	339,905	99%
	N. Blanche Evaluation	-	-	15,000	15,000	100%
	WWTP PH1 Inspections 3rd	-	-	25,000	25,000	100%
	June Harrissee Water Line	42,822	42,822	165,000	122,178	74%
	CR305 RV Park Sanitary Sewer	-	-	200,000	200,000	100%
	Bachelor Creek PH 4 & 5	1,850	40,856	250,000	209,144	84%
	N Frances (Camden) Sewer	-	10,500	100,000	89,500	90%
	Maintain Retail Water Lines	18,207	33,398	300,000	266,602	89%
	ETTL Testing Woodlands	4,241	6,952	-	(6,952)	0%
	Elmo Dam Property Acquisition	33,007	132,612	-	(132,612)	0%
	Transfer to CIP Fund 026	8,333	58,333	100,000	41,667	42%
	Total Expense	130,389	394,328	2,105,000	1,710,672	81%
	Net Income (Expense)	45,278	896,323	3,000	(893,323)	-29777%

ITEM 8.3.

City of Terrell



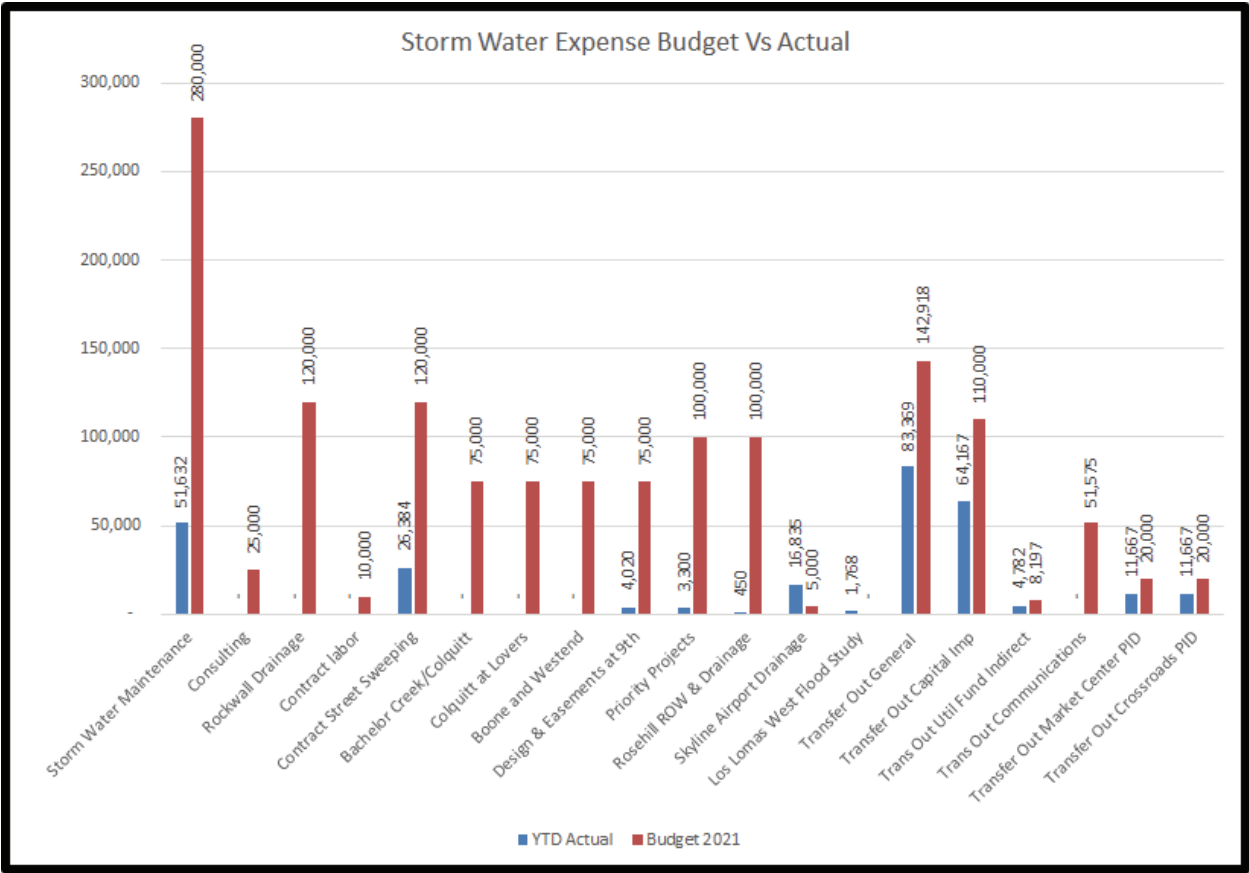
Storm Water Utility

Total Comparison by Department April 30, 2021

		Apr	YTD	Amended	(Over)/Under	%
Fund Dep	Description		Actual	Budget 2021	Budget	Remaining
Revenue						
37	Storm Water	106,260	621,876	1,200,000	578,124	48%
	Fee Interest	-	-	-	-	
	Total Revenue	106,260	621,876	1,200,000	578,124	48%
Expense						
37	Storm Water	21,632	51,632	302,000	250,368	83%
	Maintenance					
	Consulting	-	-	25,000	25,000	100%
	Rockwall Drainage	-	-	120,000	120,000	100%
	Contract labor	-	-	10,000	10,000	100%
	Contract Street	-	26,384	120,000	93,616	78%
	Sweeping					
	Bachelor Creek/Colquitt	-	-	75,000	75,000	100%
	Colquitt at Lovers	-	-	75,000	75,000	100%
	Boone and Westend	-	-	75,000	75,000	100%
	Design & Easements at 9th	4,020	4,020	75,000	70,980	95%
	Priority Projects	-	3,300	-	(3,300)	0%
	Rosehill ROW & Drainage	450	450	75,000	74,550	99%
	Skyline Airport Drainage	-	16,835	78,000	61,165	78%
	Los Lomas West Flood Study	-	1,768	5,000	3,232	65%
	Transfer Out General	11,910	83,369	142,918	59,549	42%
	Transfer Out Capital Imp	9,167	64,167	110,000	45,833	42%
	Trans Out Util Fund	683	4,782	8,197	3,415	42%
	Indirect					
	Trans Out	-	-	51,575	51,575	100%
	Communication					
	Transfer Out Market Center P	1,667	11,667	20,000	8,333	42%
	Transfer Out Crossroads	1,667	11,667	20,000	8,333	42%
	PID					
	Total Expense	51,195	280,039	1,387,690	1,107,651	80%
	Net Income (Expense)	55,065	341,837	(187,690)		

ITEM 8.3.

Storm water fund graph below is presented by project with expense to date.



City of Terrell



Equipment Replacement

Total Comparison by April 30, 2021

Fund	Description	Apr	YTD Actual	Budget 2021	(Over)/Under Budget	% Remaining
Revenue						
25	Lease General Fund	90,110	630,767	1,081,315	450,548	42%
	Lease Utility fund	32,603	228,219	391,232	163,013	42%
	Lease Airport	532	3,726	6,388	2,662	42%
	Lease Equipment Replacement	-	-	63,077	63,077	100%
	Insurance Recovery	2,784	14,416	20,000	5,584	28%
	Other	-	1,204	-	(1,204)	0%
	Sale of Assets	-	7,452	50,000	42,548	85%
	Interest income	-	-	-	-	0%
	Total Revenue	126,028	885,784	1,612,012	726,228	45%
Expense						
25	Personnel	24,167	184,956	316,074	131,118	41%
	Operation	6,385	26,644	102,137	75,494	74%
	Fuel	667	92,894	200,000	107,106	54%
	Maintenance	4,970	86,929	131,692	44,763	34%
	Repairs	26,217	107,664	147,700	40,036	27%
	Equipment	-	-	52,204	52,204	100%
	Debt Service	-	-	-	-	0%
	Fleet Lease	7,875	406,044	521,700	115,656	22%
	Transfer out Automation	1,650	11,550	51,456	39,906	78%
	Transfer out Communication	333	2,333	4,000	1,667	42%
	Total Expense	72,264	919,014	1,526,963	607,949	40%
	Net Income (Expense)	53,764	(33,230)	85,049	118,278	

ITEM 8.3.

City of Terrell



Capital Improvement Fund

Total Comparison by Department April 30, 2021

		Apr	YTD	Budget	(Over)/Under	%
Fund	Description		Actual	2021	Budget	Remaining
Dep	n					
Revenue						
26	Transfer In General Fund	61,192	508,562	862,636	354,074	41%
	Transfer In Storm Water	9,167	64,167	110,000	45,833	42%
	Transfer In Utility Fund	12,500	87,500	150,000	62,500	42%
	Transfer In UCR	8,333	58,333	100,000	41,667	42%
	SRTS REIM Rockwall	-	-	100,000	100,000	100%
	Interest Income	-	503	-	(503)	0%
	Permit Building	-	55,554	160,000	104,446	65%
	Engineering Plan Review	-	-	100,000	100,000	100%
	CDBG-7218002 Reimburse Adelaide Sidewalk	-	2,750	-	(2,750)	0%
	Total Revenue	91,192	777,369	1,582,636	805,267	51%
Expense						
26	Project 17-07 Safe Routes to School	9,700	363,213	140,000	(223,213)	-159%
	Excel Center Sidewalks	33,869	33,869	100,000	66,131	66%
	TVCC Sidewalks	-	28,804	40,000	11,196	28%
	Consultant Services	-	13,450	25,000	11,550	46%
	Downtown Fixtures	-	-	15,000	15,000	100%
	Deferred Park Maintenance	78,166	536,974	600,000	63,026	11%
	Sidewalk Enhancements	-	7,700	10,000	2,300	23%
	Road Reconstruction Engineering	-	-	75,000	75,000	100%
	N Alley Paving (TWDB Project)	-	-	275,000	275,000	100%
	Traffic Study	-	-	15,000	15,000	100%
	Downtown Revitalization	6,000	11,540	75,000	63,460	85%
	Utility Cut Repairs	224	93,550	100,000	6,450	6%
	Pavement Collapse Repairs	-	9,756	100,000	90,244	90%
	Acquisition of Property	-	2,500	50,000	47,500	95%
	N Blanche St (Complete Street	17,717	80,000	150,000	70,000	47%
	City Hall Improvements	42,283	228,917	275,000	46,083	17%
	Priority Neighborhood	-	15,250	30,000	14,750	49%
	Mike Cronin Bus Park Improvments	98,709	143,187	150,000	6,813	5%
	BFTS Building Preconstruction	6,500	35,775	200,000	164,225	82%
	A/C Unit Maintenance	-	-	120,000	120,000	100%
	Current Year Encumbrances					
	Total Expense	293,168	1,604,485	2,545,000	940,515	37%
	Net Income (Expense)	(201,976)	(827,116)	(962,364)	(135,248)	

ITEM 8.3.

City of Terrell



Information Tech Fund

Total Comparison by Department April 30, 2021

Fund Dept No	Description	Apr	YTD Actual	Budget 2021	(Over)/Under Budget	% Remaining
Revenue						
e 44	Transfer In General Fund	61,198	367,188	1,144,377	777,189	68%
	Transfer In Utility Fund	-	169,028	217,367	48,339	22%
	Transfer In Equip Replace	16,152	24,402	51,456	27,054	53%
	Transfer In Stormwater	-	-	51,575	51,575	100%
	Transfer In Airport Fund	-	-	22,480	22,480	100%
	Transfer In PPP Fund	-	-	11,774	11,774	100%
	Transfer In Comm Gfd	15,500	93,000	186,000	93,000	50%
	Transfer In Comm Utl Fd	3,333	20,000	40,000	20,000	50%
	Transfer in Comm Fleet	333	2,000	4,000	2,000	50%
	Total Revenue	96,517	675,618	1,729,029	1,053,411	61%
Expenses						
e 44	11 Hardware	36,634	175,189	112,500	(62,689)	-56%
	12 Network	16,332	73,405	144,000	70,595	49%
	13 Internet	10,340	65,924	90,000	24,076	27%
	14 Software	41,619	239,545	331,752	92,207	28%
	15 Printer	20,156	95,543	162,000	66,457	41%
	16 Communication					
	Facility	8,136	80,704	30,000	(50,704)	-169%
	Mobile	8,429	78,522	201,000	122,478	61%
	Public Safety	2,142	81,376	96,000	14,624	15%
	17 ARP Projects	-	-	125,000	125,000	100%
	Total Expense	143,788	890,208	1,292,252	402,044	31%
	Net Income (Expense)	(47,272)	(214,590)	436,777	651,367	

INVESTMENTS

Date
As of 4/30/2021



**TEXAS
TERM**

	Invested at Beginning of the Month	Withdrawals in FY2021	Invested at the end of Current Month	FY 21 Interest To Date	APRIL 2021
010-00-1107-03 GENERAL FUND	\$ 504,098.57		\$ 504,321.97	\$ 223.40	\$ 20.73
020-00-1107-03 UTILITY FUND	\$ 504,098.56		\$ 504,321.91	\$ 223.35	\$ 20.72
213-00-1107-03 C.O. 2018	\$ 1,008,197.13	\$ (1,008,455.56)	\$ (0.00)	\$ 258.43	\$ -
012-00-1107-03 I&S#1	\$ 504,098.59		\$ 504,321.97	\$ 223.38	\$ 20.72
	<u>\$ 2,520,492.85</u>		<u>\$ 1,512,965.85</u>	<u>\$ 928.56</u>	<u>\$ 62.17</u>

TEXSTAR

010-00-1107-01 GENERAL FUND	\$ 1,008,137.96		\$ 1,008,476.12	\$ 338.16	\$ 9.36
020-00-1107-01 UTILITY FUND	\$ 1,008,137.95		\$ 1,008,476.10	\$ 338.15	\$ 9.36
012-00-1107-01 I&S#1	\$ 535,925.81		\$ 536,105.63	\$ 179.82	\$ 5.00
015-00-1107-01 CLEARING FUND A	\$ 16,310.56		\$ 16,315.92	\$ 5.36	\$ 0.10
213-00-1107-01 C.O.2018	\$ 3,067.84		\$ 3,068.88	\$ 1.04	\$ 0.01
026-00-1107-01 Capital Improvement	\$ 1,407,246.35		\$ 1,407,717.89	\$ 471.54	\$ 12.58
	<u>\$ 5,995,102.38</u>		<u>\$ 5,996,436.45</u>	<u>\$ 2,010.38</u>	<u>\$ 36.41</u>

TEXPOL

015-00-1107-02 CLEARING FUND A	\$ 2,012,637.86		\$ 2,013,481.44	\$ 843.58	\$ 22.33
022-00-1107-02 CLEARING FUND B	\$ 2,427.25		\$ 2,428.38	\$ 1.13	\$ -
102-00-1107-02 SELF INSURED	\$ 1,509,410.20		\$ 1,510,042.84	\$ 632.64	\$ 16.76
	<u>\$ 3,524,475.31</u>		<u>\$ 3,525,952.66</u>	<u>\$ 1,477.35</u>	<u>\$ 39.09</u>
			<u>\$ -</u>		
GRAND TOTAL	<u>\$ 12,040,070.54</u>	<u>\$ -</u>	<u>\$ 11,035,354.96</u>	<u>\$ 4,416.29</u>	<u>\$ 137.67</u>