

**AGENDA
 FERRIS CITY COUNCIL
 CITY OF FERRIS
 A GENERAL LAW MUNICIPAL CORPORATION OF THE
 STATE OF TEXAS, ELLIS COUNTY
 AT THE
 COUNCIL CHAMBERS
 215 W. SIXTH STREET, FERRIS, TEXAS 75125
 6:00 P.M. MONDAY, NOVEMBER 7, 2016**

NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF FERRIS WILL MEET IN REGULAR SESSION AT 6:00 P.M. ON THE 7th DAY OF NOVEMBER, 2016 AT ITS REGULAR MEETING PLACE AT 215 W. SIXTH STREET, FERRIS, TEXAS FOR THE PURPOSE OF CONSIDERING:

| <u>ITEM</u> | <u>DESCRIPTION</u> | <u>PAGE</u> |
|--------------------------------|--|-------------|
| <u>COUNCIL BUSINESS</u> | | |
| 1. | Call to order. | Ø |
| | <ul style="list-style-type: none"> • Invocation • Pledge of Allegiance | |
| 2. | Roll call to determine the presence of a quorum. | 1 |

CONSENT AGENDA – CITY COUNCIL

3. All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.
- *Minutes of October 17, 2016.* 2
 - *Expenditures for the periods ending October 14 and October 28, 2016.* 7

PUBLIC COMMENT

4. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.

INTRODUCTION OF NEW EMPLOYEE

5. Introduction of Misty MacDonald, Executive Assistant to the City Manager. 19

➤ *Presented by Bill Jordan, City Manager*

NEW BUSINESS

6. Discussion, consideration, and action as may be appropriate regarding repainting the bollards and pavilion. 20

➤ *Presented by Bill Jordan, City Manager.*

7. Discussion, consideration, and action as may be appropriate regarding murals for the Library by Tres Reyes Productions (Artist), in the amount not to exceed \$8,000.00. 21

➤ *Presented by Kathy Harington, Library Director.*

8. Discussion, consideration, and action as may be appropriate regarding the mural paintings. 22

➤ *Presented by Bill Jordan, City Manager.*

9. Discussion, consideration, and action as may be appropriate regarding authorizing the City Manager to conduct the procurement process for professional services for engineering and administration for the 2017/2018 Texas Community Development Block Grant Cycle. 23

➤ *Presented by Bill Jordan, City Manager*

CLOSING

10. Adjourn. Ø

Executive Session Reservation

The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberation Regarding Real Property), 551.073 (Deliberation Regarding Prospective Gift), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices or Security Audits) and 551.087 (Deliberation Regarding Economic Development Negotiations).

Disability Assistance and Accommodation

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at (972) 544-2110 two working days prior to the meeting so that appropriate arrangements can be made.

I, CALLIE GREEN, HEREBY CERTIFY
THE FOREGOING NOTICE WAS
POSTED ON OR BEFORE THE 4th DAY
OF NOVEMBER, 2016 BY 5:00 P.M.

CALLIE GREEN
CITY SECRETARY



City Council

Meeting Attendance Record
2016-2017

| City Council | | Sept | | Oct. | | Nov. | | Dec. | | Jan. | | Feb. | | Mar. | | Apr. | | May | | Jun. | | Jul. | | Aug. | |
|-------------------|------------------|------|----|------|---|------|---|------|---|------|--|------|--|------|--|------|--|-----|--|------|--|------|--|------|--|
| Title | Name | 17 | 26 | 3 | 6 | 17 | 7 | 21 | 5 | 19 | | | | | | | | | | | | | | | |
| Mayor | Micheal Driggars | p | p | P | P | P | | | | | | | | | | | | | | | | | | | |
| Alderman, Place 1 | Clayton Hunter | p | p | A | P | P | | | | | | | | | | | | | | | | | | | |
| Mayor Pro Tem | Jay Walsh | p | p | P | P | P | | | | | | | | | | | | | | | | | | | |
| Alderman, Place 3 | Bobby Lindsey | p | p | P | P | P | | | | | | | | | | | | | | | | | | | |
| Alderman, Place 4 | James Swafford | p | p | P | P | P | | | | | | | | | | | | | | | | | | | |
| Alderman, Place 5 | Carol Wright | p | p | P | P | P | | | | | | | | | | | | | | | | | | | |
| Total: | | 6 | 6 | 5 | 6 | 6 | | | | | | | | | | | | | | | | | | | |

| City Staff | | Sept. | | Oct. | | Nov. | | Dec. | | Jan. | | Feb. | | Mar. | | Apr. | | May | | Jun. | | Jul. | | Aug. | |
|-------------------------|------------------|-------|----|------|----|------|---|------|---|------|--|------|--|------|--|------|--|-----|--|------|--|------|--|------|--|
| Title | Name | 17 | 26 | 3 | 6 | 17 | 7 | 21 | 5 | 19 | | | | | | | | | | | | | | | |
| City Manager | Bill Jordan | NA | NA | NA | NA | P | | | | | | | | | | | | | | | | | | | |
| City Secretary | Callie Green | NA | p | P | P | P | | | | | | | | | | | | | | | | | | | |
| City Attorney | Kent Hofmeister | NA | NA | NA | NA | NA | | | | | | | | | | | | | | | | | | | |
| I.T. Director | Doug Childers | NA | NA | P | P | P | | | | | | | | | | | | | | | | | | | |
| Finance Director | Melissa Gonzalez | NA | NA | P | NA | P | | | | | | | | | | | | | | | | | | | |
| Library Director | Kathy Harrington | NA | NA | NA | NA | NA | | | | | | | | | | | | | | | | | | | |
| Chief Building Official | VACANT | NA | NA | P | NA | NA | | | | | | | | | | | | | | | | | | | |
| Interim Fire Chief | Tom Leverentz | NA | NA | P | NA | P | | | | | | | | | | | | | | | | | | | |
| Police Chief | Eddie Salazar | NA | NA | P | NA | P | | | | | | | | | | | | | | | | | | | |
| Pub. Wrks.Superindent | Eric Moss | NA | NA | P | NA | P | | | | | | | | | | | | | | | | | | | |
| Total: | | 0 | 2 | 8 | 2 | 7 | | | | | | | | | | | | | | | | | | | |

Mayor, "Will the City Secretary call the roll?"
The City Secretary calls each Member's position and name.
They respond if they are present.
 City Secretary, "Mayor, a quorum is present."

| | | |
|---|--|---------|
| P | | Present |
| A | | Absent |

**STATE OF TEXAS
COUNTY OF ELLIS**

THE FERRIS CITY COUNCIL MET IN REGULAR CALLED SESSION OCTOBER 17, 2016 AT 6:00 P.M. IN THE COUNCIL CHAMBERS LOCATED AT 215 W. SIXTH STREET, FERRIS, TEXAS.

| MEMBER ATTENDANCE | | |
|--------------------------|------------------|---|
| Mayor | Micheal Driggars | P |
| Alderman, Place 1 | Clayton Hunter | P |
| Mayor Pro Tem, Place 2 | Jay Walsh | P |
| Alderman, Place 3 | Bobby Lindsey | P |
| Alderman, Place 4 | James Swafford | P |
| Alderman, Place 5 | Carol Wright | P |

| STAFF ATTENDANCE | | |
|-----------------------------|------------------|---|
| City Manager | Bill Jordan | P |
| City Secretary | Callie Green | P |
| City Attorney | Kent Hofmeister | A |
| I.T. Director | Doug Childers | P |
| Finance Director | Melissa Gonzalez | P |
| Library Director | Kathy Harrington | A |
| Chief Building Official | VACANT | - |
| Fire Chief | Tom Leverentz | P |
| Police Chief | Eddie Salazar | P |
| Public Works Superintendent | Eric Moss | P |

COUNCIL BUSINESS

1. Call to order.

- **Invocation**
- **Pledge of Allegiance**

Mayor Driggars called the meeting to order at 6:00 P.M. The invocation was given by Doug Childers, I.T. Director.

2. Roll call to determine the presence of a quorum.

City Secretary, Callie Green, called roll and determined that a quorum was present.

CONSENT AGENDA – CITY COUNCIL

3. All matters listed under Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. Approval of the Consent Agenda authorizes the Mayor/City Manager to execute all matters necessary to implement each item. Any item may be removed from the Consent Agenda for separate discussion and consideration by any member of the City Council.
- Minutes of October 3, and October 6, 2016 City Council meetings.
 - Expenditures for the periods ending September 30, 2016.
 - Discussion, consideration, and action as may be appropriate regarding Resolution No. R-16-204 authorizing the Mayor to execute all documents regarding the purchase of real property.

Mayor Pro Tem Walsh moved to approve the Consent Agenda as presented. Seconded by Alderman Swafford. For: Unanimous. Motion carried 5-0-0.

PUBLIC COMMENTS

4. The City Council welcomes comments from the public. Those wishing to speak must sign in with the City Secretary before the meeting begins. Speakers may speak on any topic, whether on the agenda or not. The City Council cannot act upon, discuss issues raised, or make any decisions at this time. Speakers must observe a three minute time limit. Total time allocation for Public Comments is fifteen minutes. Groups of individuals wanting to discuss the same item must select one spokesperson. Inquiries regarding matters not listed on the Agenda may be referred to Staff for research and possible future action.
- Kenneth Cousins spoke regarding two problems; Speeding down the streets of Ferris and loud music from vehicles in the City. Would like a speed bump to be added in front of 213 E. 7th Street. Thanked Chief Salazar for doing a good job.
 - Larry Reichhart from Walton Development waited to speak and present until item #9.

PROCLAMATION

5. Presentation of Proclamation recognizing the month of November as “National American Indian Heritage Month”.

Micheal Driggars, Mayor presented the Proclamation.

- 6. Presentation of Proclamation recognizing the month of November as “National Hospice/Palliative Care Month”.**

Micheal Driggars, Mayor presented the Proclamation.

RECOGNITION

- 7. Recognition of William B. Jordan as the new City Manager.**

Micheal Driggars, Mayor recognized Bill Jordan as the new City Manager and welcomed him aboard.

AGREEMENT

- 8. Discussion, consideration, and action as may be appropriate regarding authorizing the Mayor and City Manager to enter into a professional agreement with Yeldell, Wilson, Wood, and Reeve, P.C. for audit services for the Fiscal Year ending September 30, 2016.**

Alderman Wright made a motion to enter into a professional agreement with Yeldell, Wilson, Wood, and Reeve, P.C. for audit services. Seconded by Mayor Pro Tem Walsh. For. Unanimous. Motion carried 5-0-0.

- 9. Discussion, consideration, and action as may be appropriate regarding Ordinance No. O-16-826 amending the Development Agreement between the City of Ferris and WUSF 2 Redwood, LP, WUSF 3 Redwood Meadows, LP, and Walton Texas, LP as previously approved by Council in Ordinance O-13-744.**

Alderman Swafford made a motion to approve Ordinance No. O-16-826. Seconded by Mayor Pro Tem Walsh. For. Unanimous. Motion carried 5-0-0.

- 10. Discussion, consideration, and action as may be appropriate regarding entering into a contract with Stantec (formerly SJR) for consulting fees not to exceed \$50,000 and authorizing the Mayor to execute all documents relating to Stantec contract.**

Mayor Pro Tem Walsh made a motion to move forward with Stantec contract. Seconded by Alderman Hunter. For. Unanimous. Motion carried 5-0-0.

NEW BUSINESS

- 11. Discussion, consideration, and action as may be appropriate regarding the Texas A&M Forest Service grants.**

Mayor Pro Tem Walsh made a motion to accept the grants from Texas A&M Forest Service. Seconded by Alderman Wright. For. Unanimous. Motion carried 5-0-0.

- 12. Discussion, consideration, and action as may be appropriate regarding entering into a wrecker/towing service contract with one company.**

No action taken. Council would like to move forward after further research. Possible piggyback with Red Oak.

- 13. Discussion, consideration, and action as may be appropriate regarding trades with a reputable licensed firearms dealer to swap MP5's for AR15's.**

Mayor Pro Tem Walsh made a motion to move forward with swaps after it passes legal. Seconded by Alderman Hunter. For: Unanimous. Motion Carried 5-0-0.

- 14. Discussion, consideration, and action as may be appropriate regarding the City of Ferris Commercial Landfill Pass Standard Operating Procedure.**

Alderman Swafford made a motion to approve the City of Ferris Landfill Pass Standard Operating Procedure for Commercial properties. Seconded by Alderman Hunter. For. Unanimous. Motion carried 5-0-0.

EXECUTIVE SESSION

- 15. Announcement by the presiding officer that a closed meeting will take place as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”. A government body may conduct a closed meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a city officer or employee, or to hear complaints or charges against such officer or employee, unless such officer or employee request a public hearing.**

- **Discussion regarding hiring a new Community Development Director.**

- 16. Adjourn the Public Meeting.**

Mayor Driggars adjourned the public meeting at 7:12 P.M.

- 17. Conduct Executive Session as authorized by Section 551.074 of the Texas Open Meetings Act – “Personnel Matters”.**

- **Discussion, consideration, and action as may be appropriate regarding hiring a new Community Development Director.**

- 18. Reconvene into Open Session.**

Mayor Driggars reconvened into open session at 7:53 P.M.

19. Action as a result of above-listed Executive Session.

Alderman Swafford made a motion to approve authorizing the City Manager to fill his old position. Seconded by Alderman Hunter. For. Unanimous. Motion carried 5-0-0.

WORK SESSION

20. Conduct a work session to discuss the overview and direction of the City of Ferris.

Bill Jordan, City Manager conducted the work session.

21. Adjourn

Alderman Swafford moved to adjourn the meeting. Seconded by Alderman Hunter. For: Unanimous. Motion carried 5-0-0. With no further business to come before the council, Mayor, Micheal Driggars adjourned the meeting at 8:27 P.M.

APPROVED THIS THE 7th DAY OF NOVEMBER, 2016.

Micheal L. Driggars, Mayor

ATTEST:

APPROVED AS TO FORM:

Callie Green, City Secretary

Kent Hofmeister, City Attorney

City of Ferris
Council Approval Report
 (Council Approval Report)

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|-------------------------------|--|--|------|-------------|----------|-------------------|--------------|----------------|--------------------------|-------------|-------------|
| Non-Departmental | | | | | | | | | | | |
| 30 | Office of Attorney General/Tx Child Support SDU, P O Box 659791, San Antonio, TX, 78265-9 | | | | | | | | | | |
| PR961 | 10/14/16 | Payroll from 9/26/2016 to 10/9/2016 | | | 10/14/16 | \$145.38 | \$145.38 | 10-00-2029 | Child Support | \$0.00 | (\$145.38) |
| PR961 | 10/14/16 | Payroll from 9/26/2016 to 10/9/2016 | | | 10/14/16 | \$282.00 | \$282.00 | 80-00-2029 | Child Support Payable | \$0.00 | (\$282.00) |
| | | | | | | \$427.38 | | | | | |
| 39 | Ellis County Teach/Emp FCU, P O Box 308, Waxahachie, TX, 75168 | | | | | | | | | | |
| PR961 | 10/14/16 | Payroll from 9/26/2016 to 10/9/2016 | | | 10/14/16 | \$584.62 | \$584.62 | 10-00-2028 | Credit Union Payable | \$0.00 | (\$584.62) |
| | | | | | | \$584.62 | | | | | |
| | | | | | | \$1,012.00 | | | | | |
| Total Non-Departmental | | | | | | | | | | | |
| City Manager | | | | | | | | | | | |
| 1095 | Cross Country Pest Control, Inc, 306 S. Elm, Waxahachie, TX, 75165 | | | | | | | | | | |
| 10505 | 10/13/16 | Pest Control Service-Bait Stations@City Hall & Finance | | | 10/13/16 | \$60.00 | \$60.00 | 10-11-4349 | Pest Control Service | \$500.00 | \$500.00 |
| | | | | | | \$60.00 | | | | | |
| 3141 | Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 | | | | | | | | | | |
| 9725442110-07108 | 10/01/16 | Telephone Service 09/25/2016-10/24/2016@City Hall | | | 10/01/16 | \$566.33 | \$566.33 | 10-11-4355 | Telephone Service & MiF | \$14,500.00 | \$14,500.00 |
| 9725442690-11-09 | 10/01/16 | Telephone Service 09/28/16-10/27/16 | | | 10/01/16 | \$135.19 | \$135.19 | 10-11-4355 | Telephone Service & MiF | \$14,500.00 | \$14,500.00 |
| 9725442860-11-09 | 10/01/16 | Telephone Service 09/28/16-10/27/16 | | | 10/01/16 | \$72.31 | \$72.31 | 10-11-4355 | Telephone Service & MiF | \$14,500.00 | \$14,500.00 |
| 9728422923-11-10 | 10/07/16 | Telephone Service 10/07/16-11/06/16 | | | 10/31/16 | \$177.86 | \$177.86 | 10-11-4355 | Telephone Service & MiF | \$14,500.00 | \$14,500.00 |
| 9728425761-11-09 | 10/01/16 | Telephone Service 09/25/16-10/24/16 | | | 10/01/16 | \$281.89 | \$281.89 | 10-11-4355 | Telephone Service & MiF | \$14,500.00 | \$14,500.00 |
| | | | | | | \$1,233.58 | | | | | |
| | | | | | | \$1,293.58 | | | | | |
| Total City Manager | | | | | | | | | | | |
| Finance | | | | | | | | | | | |
| 27 | United Systems Technology, Inc, P O Box 204814, Dallas, TX, 75320-4814 | | | | | | | | | | |
| 89755 | 10/01/16 | Annual Support for Finance Software | | | 10/01/16 | \$2,905.00 | \$2,905.00 | 10-16-4345 | Data Processing Mainten | \$3,000.00 | \$3,000.00 |
| | | | | | | \$2,905.00 | | | | | |
| 879 | Dallas Central Appraisal District, 2949 N. Stemmons Freeway, Dallas, TX, 75247-6165 | | | | | | | | | | |
| 17-121-1 | 10/01/16 | 1st Quarter Budget Allocation (2016-2017) | | | 10/01/16 | \$91.00 | \$91.00 | 10-16-4851 | Ellis Appraisal District | \$5,700.00 | \$5,700.00 |
| | | | | | | \$91.00 | | | | | |
| | | | | | | \$2,996.00 | | | | | |
| Total Finance | | | | | | | | | | | |
| Code Compliance | | | | | | | | | | | |

**City of Ferris
Council Approval Report
(Council Approval Report)**

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|---|--|---------------|----------|--|----------|-------------|-------------------|----------------|-------------------------|-------------|-------------|
| 2886 Accela, Inc, 4375 Solutions Center, Chicago, IL, 60677 | | INV-ACC22336 | 10/31/17 | 100% Setup of Year 2/Code Enforcement Subscription (11/01/2016-10/31/2017) | 10/31/17 | \$4,300.00 | \$4,300.00 | 10-18-4345 | Data Processing Mainten | \$12,000.00 | \$12,000.00 |
| | | | | | | | \$4,300.00 | | | | |
| 3016 Jordan, William B, 1309 Rye Glen Drive, Midlothian, TX, 75065 | | 10-2016 | 10/10/16 | Reimburse for Travel Expenses to TML Conference 10/4-10/7 | 10/10/16 | \$202.50 | \$202.50 | 10-18-4383 | Travel Expense | \$700.00 | \$700.00 |
| | | | | | | | \$202.50 | | | | |
| Total Code Compliance | | | | | | | \$4,502.50 | | | | |

Library

| | | | | | | | | | | | |
|--|--|------------------|----------|-------------------------------------|----------|------------|-------------------|------------|-------------------------|-------------|-------------|
| 405 Gale(Cengage Learning), P O Box 95501, Chicago, IL, 60694-5501 | | 59171239 | 10/06/16 | Books | 11/05/16 | \$74.72 | \$74.72 | 10-32-4227 | Books & Pamphlets | \$12,500.00 | \$12,500.00 |
| | | | | | | | \$74.72 | | | | |
| 2663 Pro Quest LLC, 789 East Eisenhower Parkway, Ann Arbor, MI, 48108 | | 2016 | 10/01/16 | Renewal of Ancestry Library | 10/01/16 | \$1,170.00 | \$1,170.00 | 10-32-4345 | Data Processing Mainten | \$1,555.00 | \$1,555.00 |
| | | | | | | | \$1,170.00 | | | | |
| 3141 Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 | | 9725448230-32-09 | 10/01/16 | Telephone Service 09/28/16-10/27/16 | 10/01/16 | \$326.78 | \$326.78 | 10-32-4355 | Telephone Service & MiF | \$3,800.00 | \$3,800.00 |
| | | | | | | | \$326.78 | | | | |
| Total Library | | | | | | | \$1,571.50 | | | | |

Main Street

| | | | | | | | | | | | |
|--|--|---------|----------|---|----------|----------|-----------------|------------|-------------------------|------------|------------|
| National Main Street Center, 53 W Jackson Suite 350, Chicago, IL, 60604 | | 10-2016 | 10/01/16 | Main Street America Designated Member 2016-2017 | 10/31/16 | \$350.00 | \$350.00 | 10-34-4381 | Dues & Memberships | \$1,100.00 | \$1,100.00 |
| | | | | | | | \$350.00 | | | | |
| 2583 NOW Magazines, LLC, PO Box 1071, Waxahachie, TX, 75168 | | 94517 | 10/01/16 | 1/3 Page NORTH ELLIS COUNTY NOW-October Issue | 10/01/16 | \$369.00 | \$369.00 | 10-34-4390 | Marketing/Promotional A | \$3,500.00 | \$3,500.00 |
| | | | | | | | \$369.00 | | | | |
| Total Main Street | | | | | | | \$719.00 | | | | |

Fire

| | |
|------|--|
| 3141 | Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 |
|------|--|

**City of Ferris
Council Approval Report
(Council Approval Report)**

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|--|--|------------------|----------|--|----------|-------------|-------------------|----------------|---------------------------|-------------|-------------|
| | | 9728422898-40-09 | 10/01/16 | Telephone Service 09/22/16-10/21/16 | 10/17/16 | \$167.10 | \$167.10 | 10-40-4355 | Telephone Service & MiF | \$2,700.00 | \$2,700.00 |
| | | | | | | | \$167.10 | | | | |
| Total Fire | | | | | | | \$167.10 | | | | |
| <u>EMS</u> | | | | | | | | | | | |
| 3141 Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 | | | | | | | | | | | |
| | | 9725448919-43-09 | 10/01/16 | Telephone Service 09/25/16-10/24/16 | 10/01/16 | \$210.31 | \$210.31 | 10-43-4355 | Telephone Service & MiF | \$1,600.00 | \$1,600.00 |
| | | | | | | | \$210.31 | | | | |
| Total EMS | | | | | | | \$210.31 | | | | |
| <u>Police Administration</u> | | | | | | | | | | | |
| 724 Galls, PO Box 54430, Lexington, KY, 40555 | | | | | | | | | | | |
| | | 5291692 | 10/03/16 | 6-Eclipse Jackets | 10/03/16 | \$2,263.35 | \$2,263.35 | 10-50-4259 | Clothing & Uniforms | \$3,500.00 | \$3,500.00 |
| | | | | | | | \$2,263.35 | | | | |
| 2917 Advantage Automotive Care, Inc., PO Box 458, Ferris, TX, 75125 | | | | | | | | | | | |
| | | 4713 | 10/07/16 | Patch Tire on 2008 Dodge Durango | 10/07/16 | \$11.99 | \$11.99 | 10-50-4205 | Tires & Tubes | \$4,500.00 | \$4,500.00 |
| | | 4713 | 10/07/16 | Oil Change on 2008 Dodge Durango | 10/07/16 | \$31.94 | \$31.94 | 10-50-4211 | Fuel & Lubricants | \$28,000.00 | \$28,000.00 |
| | | 4666 | 10/03/16 | Heater Hoses & Antifreeze on 2013 Dodge Charger | 10/03/16 | \$282.17 | \$282.17 | 10-50-4311 | Vehicle Repairs - Outside | \$10,000.00 | \$10,000.00 |
| | | 4685 | 10/04/16 | Front Disc Brake Rotors & Brake Pads on 2013 Dodge Charger | 10/04/16 | \$486.70 | \$486.70 | 10-50-4311 | Vehicle Repairs - Outside | \$10,000.00 | \$10,000.00 |
| | | 4713 | 10/07/16 | Check Engine Light On (Fuel Cap) 2008 Dodge Durango | 10/07/16 | \$75.79 | \$75.79 | 10-50-4311 | Vehicle Repairs - Outside | \$10,000.00 | \$10,000.00 |
| | | 4716 | 10/07/16 | Remove & Replace Control Arm/Wheel Alignment on 2013 Dodge Charger | 10/07/16 | \$427.42 | \$427.42 | 10-50-4311 | Vehicle Repairs - Outside | \$10,000.00 | \$10,000.00 |
| | | | | | | | \$1,316.01 | | | | |
| 3141 Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 | | | | | | | | | | | |
| | | 9725442225-50-09 | 10/01/16 | Telephone Service 09/25/16-10/24/16@PD | 10/01/16 | \$539.73 | \$539.73 | 10-50-4355 | Telephone Service & MiF | \$7,500.00 | \$7,500.00 |
| | | | | | | | \$539.73 | | | | |
| Total Police Administration | | | | | | | \$4,119.09 | | | | |
| <u>Municipal Court</u> | | | | | | | | | | | |
| 3141 Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 | | | | | | | | | | | |
| | | 9725442323-56-10 | 10/07/16 | Telephone Service 10/7/16-11/06/16@COURT | 10/07/16 | \$256.89 | \$256.89 | 10-56-4355 | Telephone Service & MiF | \$3,050.00 | \$3,050.00 |
| | | | | | | | \$256.89 | | | | |

City of Ferris
Council Approval Report
 (Council Approval Report)

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance | |
|-------------------------------------|---|---------------|--|-------------|----------|-------------|-------------------|----------------|---------------------------|-------------|-------------|--|
| Total Municipal Court | | | | | | | \$256.89 | | | | | |
| Information Technology | | | | | | | | | | | | |
| 2886 | Accela, Inc, 4375 Solutions Center, Chicago, IL, 60677 | | | | | | | | | | | |
| INV-ACC22336 | | 10/31/17 | Citizen Relationship Management Subscription (11/01/2016-10/31/2017) | | 10/31/17 | \$2,400.00 | \$2,400.00 | 10-61-4345 | Data Processing Mainten | \$22,860.00 | \$22,860.00 | |
| | | | | | | | \$2,400.00 | | | | | |
| Total Information Technology | | | | | | | \$2,400.00 | | | | | |
| Water & Wastewater | | | | | | | | | | | | |
| 131 | Britton Meter Supply, Inc., P O Box 813, Red Oak, TX, 75154 | | | | | | | | | | | |
| 003204 | | 10/05/16 | Brass Taping Saddle/Corp Stop | | 11/04/16 | \$78.54 | \$78.54 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$5,000.00 | |
| 003207 | | 10/06/16 | Plastic Meter Box with Solid Lid | | 11/05/16 | \$46.86 | \$46.86 | 80-80-4288 | Utility Meter Box Lids | \$1,000.00 | \$1,000.00 | |
| | | | | | | | \$125.40 | | | | | |
| 131 | Britton Meter Supply, Inc., P O Box 813, Red Oak, TX, 75154 | | | | | | | | | | | |
| 003186 | | 10/03/16 | 3/4x100 Poly Tubing | | 11/02/16 | \$84.00 | \$84.00 | 80-80-4274 | Pipe & Culvert Materials | \$1,000.00 | \$1,000.00 | |
| 003186 | | 10/03/16 | Sewer Saddle | | 11/02/16 | \$33.93 | \$33.93 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$5,000.00 | |
| 003186 | | 10/03/16 | 3/4" Corp Stop | | 11/02/16 | \$33.74 | \$33.74 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$5,000.00 | |
| 003186 | | 10/03/16 | 4" Wye | | 11/02/16 | \$24.78 | \$24.78 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$5,000.00 | |
| 003186 | | 10/03/16 | 4" 45 | | 11/02/16 | \$12.94 | \$12.94 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$5,000.00 | |
| 003186 | | 10/03/16 | 4" 45 | | 11/02/16 | \$14.36 | \$14.36 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$5,000.00 | |
| 003186 | | 10/03/16 | 12" Tapping Saddle | | 11/02/16 | \$59.32 | \$59.32 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$5,000.00 | |
| 003186 | | 10/03/16 | 3/4" Insert | | 11/02/16 | \$42.20 | \$42.20 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$5,000.00 | |
| 003186 | | 10/03/16 | 5/8x3/4 Meters | | 11/02/16 | \$456.56 | \$456.56 | 80-80-4285 | Utility Line Meters/Parts | \$15,500.00 | \$15,500.00 | |
| 003186 | | 10/03/16 | 3/4" Angle Stops | | 11/02/16 | \$246.30 | \$246.30 | 80-80-4285 | Utility Line Meters/Parts | \$15,500.00 | \$15,500.00 | |
| 003186 | | 10/03/16 | 3/4 Meter Couplings | | 11/02/16 | \$64.44 | \$64.44 | 80-80-4285 | Utility Line Meters/Parts | \$15,500.00 | \$15,500.00 | |
| | | | | | | | \$1,072.57 | | | | | |
| 1035 | Control Integrity Inc., PO Box 334, Fate, TX, 75132 | | | | | | | | | | | |
| 1564 | | 10/01/16 | SCADA System Service Contract October 2016 | | 10/01/16 | \$600.00 | \$600.00 | 80-80-4347 | Maintenance Agreement | \$7,200.00 | \$7,200.00 | |
| | | | | | | | \$600.00 | | | | | |
| 3141 | Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 | | | | | | | | | | | |
| 9725442176-80-09 | | 10/01/16 | Telephone Service | | 10/01/16 | \$75.53 | \$75.53 | 80-80-4355 | Telephone Service & MiF | \$12,000.00 | \$12,000.00 | |
| 9728422169-80-09 | | 10/01/16 | Telephone Service 09/25/16-10/24/16 | | 10/01/16 | \$155.88 | \$155.88 | 80-80-4355 | Telephone Service & MiF | \$12,000.00 | \$12,000.00 | |
| 9728422752-10041 | | 10/04/16 | Telephone Service 10/04/16-11/03/16 | | 10/28/16 | \$274.56 | \$274.56 | 80-80-4355 | Telephone Service & MiF | \$12,000.00 | \$12,000.00 | |
| | | | | | | | \$505.97 | | | | | |
| 3141 | Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 | | | | | | | | | | | |

City of Ferris
Council Approval Report
 (Council Approval Report)

| Vendor | | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|--|--|--|------------------|----------|--|----------|-------------|--------------------|----------------|-------------------------|-------------|-------------|
| | | | 9725443328-80-09 | 10/01/16 | Telephone Service 09/25/16-10/24/16 | 10/01/16 | \$364.57 | \$364.57 | 80-80-4355 | Telephone Service & MiF | \$12,000.00 | \$12,000.00 |
| | | | | | | | | \$364.57 | | | | |
| Total Water & Wastewater | | | | | | | | \$2,668.51 | | | | |
| <u>Streets & Drainage</u> | | | | | | | | | | | | |
| 921 Office of Dennis Robinson, Commissioner, Precinct1, P O Box 536, Palmer, TX, 75152 | | | | | | | | | | | | |
| | | | 10012016 | 10/01/16 | Birch & Ennis Scott Street Repairs (1/2) | 10/01/16 | \$33,496.00 | \$33,496.00 | 10-91-4450 | Street Paving & Improve | \$34,000.00 | \$34,000.00 |
| | | | | | | | | \$33,496.00 | | | | |
| Total Streets & Drainage | | | | | | | | \$33,496.00 | | | | |
| Total Bills To Pay: | | | | | | | | \$55,412.48 | | | | |

City of Ferris
Council Approval Report
(Council Approval Report)

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|-------------------------|--|---------------------------------------|----------|-------------|-------------|--------------------|--------------|------------------------|---------------------|---------------|-------------|
| Non-Departmental | | | | | | | | | | | |
| 30 | Office of Attorney General/Tx Child Support SDU, P O Box 659791, San Antonio, TX, 78265-9 | | | | | | | | | | |
| PR964 | 10/28/16 | Payroll from 10/10/2016 to 10/23/2016 | 10/28/16 | | \$145.38 | \$145.38 | 10-00-2029 | Child Support | \$0.00 | (\$145.38) | |
| PR964 | 10/28/16 | Payroll from 10/10/2016 to 10/23/2016 | 10/28/16 | | \$282.00 | \$282.00 | 80-00-2029 | Child Support Payable | \$0.00 | (\$282.00) | |
| | | | | | | \$427.38 | | | | | |
| 39 | Ellis County Teach/Emp FCU, P O Box 308, Waxahachie, TX, 75168 | | | | | | | | | | |
| PR964 | 10/28/16 | Payroll from 10/10/2016 to 10/23/2016 | 10/28/16 | | \$584.62 | \$584.62 | 10-00-2028 | Credit Union Payable | \$0.00 | (\$584.62) | |
| | | | | | | \$584.62 | | | | | |
| 1209 | TML Intergovernmental Employee Benefits Pool, P O Box 732791, Dallas, TX, 75373-2791 | | | | | | | | | | |
| 11-2016 | 11/01/16 | Vision Ins. Payable | 11/01/16 | | \$196.04 | \$196.04 | 10-00-2017 | Vision Ins. Payable | \$0.00 | (\$895.48) | |
| 11-2016 | 11/01/16 | Vision Ins- Dependents | 11/01/16 | | \$94.50 | \$94.50 | 10-00-2018 | Vision Ins- Dependents | \$0.00 | (\$264.68) | |
| 11-2016 | 11/01/16 | Health Ins Payable | 11/01/16 | | \$15,938.98 | \$15,938.98 | 10-00-2022 | Health Ins Payable | \$0.00 | (\$16,647.85) | |
| 11-2016 | 11/01/16 | Dental Ins Payable | 11/01/16 | | \$269.12 | \$269.12 | 10-00-2023 | Dental Ins Payable | \$0.00 | (\$1,559.27) | |
| 11-2016 | 11/01/16 | Health Ins.-Dependents | 11/01/16 | | \$3,018.50 | \$3,018.50 | 10-00-2026 | Health Ins.-Dependents | \$0.00 | (\$1,726.78) | |
| 11-2016 | 11/01/16 | Dental Ins-Dependents | 11/01/16 | | \$128.04 | \$128.04 | 10-00-2027 | Dental Ins-Dependents | \$0.00 | (\$500.82) | |
| 11-2016 | 11/01/16 | Vision Ins. Payable | 11/01/16 | | \$20.28 | \$20.28 | 80-00-2017 | Vision Ins. Payable | \$0.00 | (\$91.13) | |
| 11-2016 | 11/01/16 | Vision Ins- Dependents | 11/01/16 | | \$27.00 | \$27.00 | 80-00-2018 | Vision Ins- Dependents | \$0.00 | (\$38.48) | |
| 11-2016 | 11/01/16 | Health Ins Payable | 11/01/16 | | \$1,648.86 | \$1,648.86 | 80-00-2022 | Health Ins Payable | \$0.00 | (\$2,436.30) | |
| 11-2016 | 11/01/16 | Dental Ins Payable | 11/01/16 | | \$27.84 | \$27.84 | 80-00-2023 | Dental Ins Payable | \$0.00 | (\$228.83) | |
| 11-2016 | 11/01/16 | Dental Ins.-Dependents | 11/01/16 | | \$26.04 | \$26.04 | 80-00-2027 | Dental Ins.-Dependents | \$0.00 | (\$80.37) | |
| | | | | | | \$21,395.20 | | | | | |
| 1209 | TML Intergovernmental Employee Benefits Pool, P O Box 732791, Dallas, TX, 75373-2791 | | | | | | | | | | |
| 10-2016 | 10/01/16 | Vision Ins. Payable for October | 10/01/16 | | \$202.80 | \$202.80 | 10-00-2017 | Vision Ins. Payable | \$0.00 | (\$895.48) | |
| 10-2016 | 10/01/16 | Vision Ins- Dependents for October | 10/01/16 | | \$94.50 | \$94.50 | 10-00-2018 | Vision Ins- Dependents | \$0.00 | (\$264.68) | |
| 10-2016 | 10/01/16 | Health Ins Payable for October | 10/01/16 | | \$16,488.60 | \$16,488.60 | 10-00-2022 | Health Ins Payable | \$0.00 | (\$16,647.85) | |
| 10-2016 | 10/01/16 | Dental Ins Payable for October | 10/01/16 | | \$278.40 | \$278.40 | 10-00-2023 | Dental Ins Payable | \$0.00 | (\$1,559.27) | |
| 10-2016 | 10/01/16 | Health Ins.-Dependents for October | 10/01/16 | | \$3,018.50 | \$3,018.50 | 10-00-2026 | Health Ins.-Dependents | \$0.00 | (\$1,726.78) | |
| 10-2016 | 10/01/16 | Dental Ins-Dependents for October | 10/01/16 | | \$128.04 | \$128.04 | 10-00-2027 | Dental Ins-Dependents | \$0.00 | (\$500.82) | |
| 10-2016 | 10/01/16 | Vision Ins. Payable for October | 10/01/16 | | \$27.04 | \$27.04 | 80-00-2017 | Vision Ins. Payable | \$0.00 | (\$91.13) | |
| 10-2016 | 10/01/16 | Vision Ins- Dependents for October | 10/01/16 | | \$27.00 | \$27.00 | 80-00-2018 | Vision Ins- Dependents | \$0.00 | (\$38.48) | |
| 10-2016 | 10/01/16 | Health Ins Payable for October | 10/01/16 | | \$2,198.48 | \$2,198.48 | 80-00-2022 | Health Ins Payable | \$0.00 | (\$2,436.30) | |
| 10-2016 | 10/01/16 | Dental Ins Payable for October | 10/01/16 | | \$37.12 | \$37.12 | 80-00-2023 | Dental Ins Payable | \$0.00 | (\$228.83) | |
| 10-2016 | 10/01/16 | Dental Ins.-Dependents for October | 10/01/16 | | \$26.04 | \$26.04 | 80-00-2027 | Dental Ins.-Dependents | \$0.00 | (\$80.37) | |
| | | | | | | \$22,526.52 | | | | | |
| 3024 | The Lincoln National Life Insurance Company, PO Box 0821, Carol Stream, IL, 60132-0821 | | | | | | | | | | |
| 10-2016 | 10/01/16 | Life Ins. Payable for October | 10/01/16 | | \$159.99 | \$159.99 | 10-00-2035 | Life Ins. Payable | \$0.00 | (\$471.49) | |
| 10-2016 | 10/01/16 | Life Ins.-Dependents for October | 10/01/16 | | \$264.28 | \$264.28 | 10-00-2036 | Life Ins.-Dependents | \$0.00 | (\$755.08) | |
| 10-2016 | 10/01/16 | Life Ins. Payable for October | 10/01/16 | | \$19.60 | \$19.60 | 80-00-2035 | Life Ins. Payable | \$0.00 | (\$61.25) | |

**City of Ferris
Council Approval Report
(Council Approval Report)**

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|-------------------------------|---|---------------|----------|---|----------|-------------|--------------------|----------------|----------------------|-------------|-------------|
| | | 10-2016 | 10/01/16 | Life Ins.-Dependents for October | 10/01/16 | \$4.08 | \$4.08 | 80-00-2036 | Life Ins.-Dependents | \$0.00 | (\$4.08) |
| | | | | | | | \$447.95 | | | | |
| 3024 | The Lincoln National Life Insurance Company, PO Box 0821, Carol Stream, IL, 60132-0821 | | | | | | | | | | |
| | | 11-2016 | 10/30/16 | Life Ins.Payable for November | 10/30/16 | \$14.70 | \$14.70 | 10-00-2035 | Life Ins.Payable | \$0.00 | (\$471.49) |
| | | 11-2016 | 10/30/16 | Life Ins.Payable for November | 10/30/16 | \$150.19 | \$150.19 | 10-00-2035 | Life Ins.Payable | \$0.00 | (\$471.49) |
| | | 11-2016 | 10/30/16 | Life Ins.-Dependents for November | 10/30/16 | \$4.08 | \$4.08 | 10-00-2036 | Life Ins.-Dependents | \$0.00 | (\$755.08) |
| | | 11-2016 | 10/30/16 | Life Ins.-Dependents for November | 10/30/16 | \$254.20 | \$254.20 | 10-00-2036 | Life Ins.-Dependents | \$0.00 | (\$755.08) |
| | | | | | | | \$423.17 | | | | |
| 3227 | Stanford, James, 118 Hunters Trail, Red Oak, TX, 75154 | | | | | | | | | | |
| | | 10282016 | 10/28/16 | Refund Water Activation Fee (800 Ewing) Outside City Limits & Our Area of Coverage | 10/28/16 | \$200.00 | \$200.00 | 80-00-3902 | Water Activation Fee | \$16,700.00 | \$16,700.00 |
| | | | | | | | \$200.00 | | | | |
| Total Non-Departmental | | | | | | | \$46,004.84 | | | | |

City Council

| | | | | | | | | | | | |
|---------------------------|--|----------|----------|---|----------|------------|-------------------|------------|---------------------------|-------------|-------------|
| 41 | Ellis County Press, 208 S Central, Ferris, TX, 75125 | | | | | | | | | | |
| | | 14529 | 10/15/16 | Ferris Pioneer Day 2016 Newcomers Guide (Plus 200 Copies) | 10/15/16 | \$1,200.00 | \$1,200.00 | 10-10-4365 | Advertisement & Notices | \$10,000.00 | \$10,000.00 |
| | | | | | | | \$1,200.00 | | | | |
| 48 | Waxahachie Daily Light, P O Box 877, Waxahachie, TX, 75168 | | | | | | | | | | |
| | | 00056415 | 10/20/16 | Ordinance #0-16826 (Walton Agreement) | 10/20/16 | \$373.34 | \$373.34 | 10-10-4365 | Advertisement & Notices | \$10,000.00 | \$10,000.00 |
| | | | | | | | \$373.34 | | | | |
| 2820 | RCI Technologies, Inc, 12829 Wetmore Road, San Antonio, TX, 78247 | | | | | | | | | | |
| | | 31454 | 10/12/16 | ImageSilo/Online Hosted Document Imaging/Monthly Services 10/1/16-09/30/17 | 10/12/16 | \$1,200.00 | \$1,200.00 | 10-10-4363 | Other Professional Servic | \$15,450.00 | \$15,450.00 |
| | | | | | | | \$1,200.00 | | | | |
| Total City Council | | | | | | | \$2,773.34 | | | | |

City Manager

| | | | | | | | | | | | |
|-------------|---|------------|----------|--|----------|----------|-----------------|------------|---------------------------|------------|------------|
| 2287 | Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604 | | | | | | | | | | |
| | | 14471528 | 10/18/16 | Copy Machine Lease | 10/18/16 | \$280.00 | \$280.00 | 10-11-4342 | Copy Machine Lease/Mai | \$9,000.00 | \$9,000.00 |
| | | | | | | | \$280.00 | | | | |
| 3147 | Express Employment Professionals, 507 N Hwy 77, Sutie, Waxahachie, TX, 75165 | | | | | | | | | | |
| | | 17996762-5 | 10/19/16 | Temp Position of Receptionist Until Permanent Hire 10/16/16 | 10/19/16 | \$116.72 | \$116.72 | 10-11-4363 | Other Professional Servic | \$1,750.00 | \$1,750.00 |
| | | | | | | | \$116.72 | | | | |

City of Ferris
Council Approval Report
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| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance | |
|-------------------------------|---|--|------|-------------|----------|-------------|-----------------|----------------|-------------------------|-------------|-------------|--|
| Total City Manager | | | | | | | \$396.72 | | | | | |
| <u>Parks</u> | | | | | | | | | | | | |
| 2541 | Wiseman Hardware, Inc, 233 N Hampton Road, Desoto, TX, 75115 | | | | | | | | | | | |
| 111834 | 10/17/16 | Small Motorized Equipment | | | 10/17/16 | \$277.19 | \$277.19 | 10-20-4458 | Small Motorized Equipm | \$600.00 | \$600.00 | |
| | | | | | | | \$277.19 | | | | | |
| Total Parks | | | | | | | \$277.19 | | | | | |
| <u>Senior Services</u> | | | | | | | | | | | | |
| 530 | Wickliffe, Sammyie, 204 Redbud, Ferris, TX, 75125 | | | | | | | | | | | |
| 10162016 | 10/16/16 | Reimburse for Seniors Supplies | | | 10/16/16 | \$6.00 | \$6.00 | 10-30-4251 | Food Supplies & Ice | \$4,500.00 | \$4,500.00 | |
| | | | | | | | \$6.00 | | | | | |
| Total Senior Services | | | | | | | \$6.00 | | | | | |
| <u>Library</u> | | | | | | | | | | | | |
| 1341 | Texas State Library and Archives Commission, State and Local Records Management, P O Box 12516, Austin, TX, 78711-2516 | | | | | | | | | | | |
| TS17576 | 10/01/16 | TexShare Databases 09/01/16-08/31/17 | | | 10/01/16 | \$135.68 | \$135.68 | 10-32-4345 | Data Processing Mainten | \$1,555.00 | \$385.00 | |
| | | | | | | | \$135.68 | | | | | |
| 2287 | Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604 | | | | | | | | | | | |
| 14460290 | 10/13/16 | Copy Machine Lease | | | 10/13/16 | \$178.00 | \$178.00 | 10-32-4342 | Copy Machine Lease/Mai | \$2,200.00 | \$2,200.00 | |
| | | | | | | | \$178.00 | | | | | |
| Total Library | | | | | | | \$313.68 | | | | | |
| <u>Main Street</u> | | | | | | | | | | | | |
| 464 | Alliance Sanitation Company, P O Box 595061, Dallas, TX, 75359 | | | | | | | | | | | |
| 161031-1 | 10/01/16 | Handicap & Special Events Toilet for Halloween | | | 10/01/16 | \$225.00 | \$225.00 | 10-34-4390 | Marketing/Promotional A | \$3,500.00 | \$3,131.00 | |
| | | | | | | | \$225.00 | | | | | |
| 464 | Alliance Sanitation Company, P O Box 595061, Dallas, TX, 75359 | | | | | | | | | | | |
| 161001-5 | 10/01/16 | Handicap & Special Events Toilet for Pioneer Day | | | 10/01/16 | \$225.00 | \$225.00 | 10-34-4390 | Marketing/Promotional A | \$3,500.00 | \$3,131.00 | |
| | | | | | | | \$225.00 | | | | | |
| Total Main Street | | | | | | | \$450.00 | | | | | |

City of Ferris
Council Approval Report
 (Council Approval Report)

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|------------------------------|---|--|------|-------------|----------|-------------------|--------------|----------------|---------------------------|-------------|-------------|
| Fire | | | | | | | | | | | |
| 80 | Huffman Communications, P O Box 1753, Corsicana, TX, 75110 | | | | | | | | | | |
| 46555 | 10/06/16 | Kenwood VHF Antenna (424669) | | | 10/16/16 | \$25.43 | \$25.43 | 10-40-4463 | Communication Equipme | \$0.00 | \$0.00 |
| | | | | | | \$25.43 | | | | | |
| 2270 | Ferris Auto Supply, PO Box 442, Ferris, TX, 75125 | | | | | | | | | | |
| 10152016 | 10/15/16 | Hydrant Materials | | | 10/15/16 | \$9.74 | \$9.74 | 10-40-4286 | Fire Hydrants Parts | \$0.00 | \$0.00 |
| 10152016 | 10/15/16 | Ford Blue Spray/Grease Cart | | | 10/15/16 | \$6.48 | \$6.48 | 10-40-4286 | Fire Hydrants Parts | \$0.00 | \$0.00 |
| 10152016 | 10/15/16 | Hydrant paint | | | 10/15/16 | \$16.47 | \$16.47 | 10-40-4286 | Fire Hydrants Parts | \$0.00 | \$0.00 |
| | | | | | | \$32.69 | | | | | |
| 2287 | Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604 | | | | | | | | | | |
| 14471528 | 10/18/16 | Copy Machine Lease | | | 10/18/16 | \$172.12 | \$172.12 | 10-40-4342 | Copy Machine Lease/Mai | \$550.00 | \$550.00 |
| | | | | | | \$172.12 | | | | | |
| 2688 | On Time Designs and Printing, 103 N Main Street, Red Oak, TX, 75154 | | | | | | | | | | |
| 6786 | 10/18/16 | Ferris Fire Rescuse Shirts-6 | | | 10/18/16 | \$211.56 | \$211.56 | 10-40-4259 | Clothing & Uniforms | \$4,000.00 | \$4,000.00 |
| | | | | | | \$211.56 | | | | | |
| 2957 | Leverentz, Tom, 707 Lucust Drive, Oak Leaf, TX, 75154 | | | | | | | | | | |
| 10032016 | 10/03/16 | Reimburse for Breakfast for Retirement Board Meeting | | | 10/03/16 | \$33.64 | \$33.64 | 10-40-4251 | Food Supplies & Ice | \$500.00 | \$500.00 |
| | | | | | | \$33.64 | | | | | |
| | | | | | | \$475.44 | | | | | |
| Total Fire | | | | | | | | | | | |
| Police Administration | | | | | | | | | | | |
| 22 | Desoto Janitorial Supply, 719 South I-35E, DeSoto, TX, 75115 | | | | | | | | | | |
| 174833 | 10/05/16 | Paper Towel Dispenser | | | 11/04/16 | \$46.66 | \$46.66 | 10-50-4233 | Janitorial Supplies | \$500.00 | \$500.00 |
| | | | | | | \$46.66 | | | | | |
| 627 | Danny's Automotive & Hardware, 110 Central, Ferris, TX, 75125 | | | | | | | | | | |
| I001110 | 10/06/16 | REPAIRS TO UNIT 12 | | | 11/05/16 | \$589.09 | \$589.09 | 10-50-4311 | Vehicle Repairs - Outside | \$10,000.00 | \$8,727.92 |
| J001126 | 10/13/16 | Check Engine Light on Unit 15 | | | 11/12/16 | \$75.00 | \$75.00 | 10-50-4311 | Vehicle Repairs - Outside | \$10,000.00 | \$8,727.92 |
| | | | | | | \$664.09 | | | | | |
| 2173 | The Gingerbread House, 425 E Ross Street, Waxahachie, TX, 75165 | | | | | | | | | | |
| 10172016 | 10/17/16 | Contribution FY2017 (Sept 2016-August 2017) | | | 10/17/16 | \$1,000.00 | \$1,000.00 | 10-50-4392 | Contribution to Other Age | \$1,000.00 | \$1,000.00 |
| | | | | | | \$1,000.00 | | | | | |
| 2270 | Ferris Auto Supply, PO Box 442, Ferris, TX, 75125 | | | | | | | | | | |
| 10152016 | 10/15/16 | Wiper Blades | | | 10/15/16 | \$11.98 | \$11.98 | 10-50-4266 | Vehicle Supplies/Detailin | \$1,500.00 | \$1,500.00 |
| | | | | | | \$11.98 | | | | | |

**City of Ferris
Council Approval Report
(Council Approval Report)**

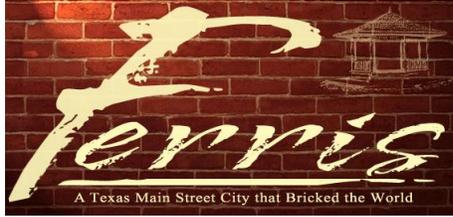
| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|---|--|---------------|----------|--|----------|-------------|--------------------|----------------|------------------------|--------------|--------------|
| 2287 Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604 | | 14471615 | 10/18/16 | Copy Machine Lease | 10/18/16 | \$47.13 | \$47.13 | 10-50-4342 | Copy Machine Lease/Mai | \$1,000.00 | \$1,000.00 |
| | | | | | | | \$47.13 | | | | |
| 2343 Kauffman Tire Inc., PO Box 534718, Atlanta, GA, 30353 | | 440419 | 10/11/16 | Tires-12 | 10/21/16 | \$1,452.60 | \$1,452.60 | 10-50-4205 | Tires & Tubes | \$4,500.00 | \$4,488.01 |
| | | | | | | | \$1,452.60 | | | | |
| 2463 River City Supply, LLC, 3150 Stage Post Rd Suite 101, Barlett, TN, 38133 | | 101316-J | 10/13/16 | Red Ribbon Card Sleeves for National Night Out | 10/13/16 | \$98.95 | \$98.95 | 10-50-4472 | Nat'l Night Out Event | \$0.00 | \$0.00 |
| | | | | | | | \$98.95 | | | | |
| 3090 Impact Promotional Service dba Got You Covered Uni, 1212 E Lancaster Ave, Ft Worth, TX, 76102 | | 161290 | 10/06/16 | Uniform Vest for Chief Salazar | 10/06/16 | \$78.99 | \$78.99 | 10-50-4259 | Clothing & Uniforms | \$3,500.00 | \$1,236.65 |
| | | 161301 | 10/06/16 | Pants for C Moore | 10/06/16 | \$79.98 | \$79.98 | 10-50-4259 | Clothing & Uniforms | \$3,500.00 | \$1,236.65 |
| | | | | | | | \$158.97 | | | | |
| Total Police Administration | | | | | | | \$3,480.38 | | | | |
| <u>Municipal Court</u> | | | | | | | | | | | |
| 2287 Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604 | | 14471614 | 10/18/16 | Copy Machine Lease@Finance Bldg | 10/18/16 | \$99.25 | \$99.25 | 10-56-4342 | Copy Machine Lease/Mai | \$1,375.00 | \$1,375.00 |
| | | | | | | | \$99.25 | | | | |
| Total Municipal Court | | | | | | | \$99.25 | | | | |
| <u>Animal Control</u> | | | | | | | | | | | |
| 2270 Ferris Auto Supply, PO Box 442, Ferris, TX, 75125 | | 10152016 | 10/15/16 | Large & Small Twist Hose | 10/15/16 | \$21.20 | \$21.20 | 10-60-4202 | Small Equipment Repair | \$250.00 | \$250.00 |
| | | | | | | | \$21.20 | | | | |
| Total Animal Control | | | | | | | \$21.20 | | | | |
| <u>Water & Wastewater</u> | | | | | | | | | | | |
| 19 Trinity River Authority of Texas, P O Box 60, Arlington, TX, 76004 | | BE961 | 10/09/16 | Wastewater Treatment - TRA for October | 11/08/16 | \$23,587.00 | \$23,587.00 | 80-80-4709 | Wastewater Treatment - | \$343,217.00 | \$343,217.00 |
| | | | | | | | \$23,587.00 | | | | |
| 22 Desoto Janitorial Supply, 719 South I-35E, DeSoto, TX, 75115 | | 174883 | 10/07/16 | Paper Towels/Soap/Foam Cleaner/Tissue/Gloves | 11/06/16 | \$143.13 | \$143.13 | 80-80-4233 | Janitorial Supplies | \$100.00 | \$100.00 |

**City of Ferris
Council Approval Report
(Council Approval Report)**

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance | |
|-------------------------------------|--|---------------|--|-------------|------------|-------------|--------------------|---------------------------|---------------------|-------------|-------------|--|
| | | | | | | | \$143.13 | | | | | |
| 63 | Blacklands Water & Sanitation Association, P O Box 312, Waxahachie, TX, 75168 | | | | | | | | | | | |
| 10-2016 | | 10/13/16 | October Monthly Meeting for Water & Wastewater Training for E Moss | 10/13/16 | \$13.00 | \$13.00 | 80-80-4382 | Professional Training | \$2,450.00 | \$2,450.00 | | |
| | | | | | | | \$13.00 | | | | | |
| 131 | Britton Meter Supply, Inc., P O Box 813, Red Oak, TX, 75154 | | | | | | | | | | | |
| 003301 | | 10/27/16 | Fibercore Sharp Shooter | 11/26/16 | \$39.81 | \$39.81 | 80-80-4213 | Minor Hand Tools | \$500.00 | \$500.00 | | |
| 003251 | | 10/17/16 | Master Meter Bronze Bottm Lead Free Meters-2 | 11/16/16 | \$456.56 | \$456.56 | 80-80-4282 | Utility Line Fittings | \$5,000.00 | \$4,700.19 | | |
| 003275 | | 10/21/16 | 2" Register | 11/20/16 | \$220.91 | \$220.91 | 80-80-4285 | Utility Line Meters/Parts | \$15,500.00 | \$14,732.70 | | |
| 003301 | | 10/27/16 | 2"x24" Clear Meter Reading Tube | 11/26/16 | \$36.80 | \$36.80 | 80-80-4285 | Utility Line Meters/Parts | \$15,500.00 | \$14,732.70 | | |
| 003301 | | 10/27/16 | Siphon King 36"x72" Hose | 11/26/16 | \$128.00 | \$128.00 | 80-80-4285 | Utility Line Meters/Parts | \$15,500.00 | \$14,732.70 | | |
| 003301 | | 10/27/16 | Meter Keys-2 | 11/26/16 | \$36.00 | \$36.00 | 80-80-4285 | Utility Line Meters/Parts | \$15,500.00 | \$14,732.70 | | |
| | | | | | | | \$918.08 | | | | | |
| 131 | Britton Meter Supply, Inc., P O Box 813, Red Oak, TX, 75154 | | | | | | | | | | | |
| 003262 | | 10/19/16 | 5/8X3/4 MASTER METERS | 11/18/16 | \$2,282.80 | \$2,282.80 | 80-80-4285 | Utility Line Meters/Parts | \$15,500.00 | \$14,732.70 | | |
| | | | | | | | \$2,282.80 | | | | | |
| 2270 | Ferris Auto Supply, PO Box 442, Ferris, TX, 75125 | | | | | | | | | | | |
| 10152016 | | 10/15/16 | Safety Hasp | 10/15/16 | \$7.79 | \$7.79 | 80-80-4230 | Equipment Repair Parts | \$1,500.00 | \$1,500.00 | | |
| | | | | | | | \$7.79 | | | | | |
| 2287 | Nevill Financial Leasing, PO Box 13604, Philadelphia, PA, 19101-3604 | | | | | | | | | | | |
| 14471614 | | 10/18/16 | Copy Machine Lease@City Shop | 10/18/16 | \$198.50 | \$198.50 | 80-80-4342 | Copy Machine Lease/Mai | \$2,634.00 | \$2,634.00 | | |
| 14471614 | | 10/18/16 | Copy Machine Lease@Finance Bldg | 10/18/16 | \$99.25 | \$99.25 | 80-80-4342 | Copy Machine Lease/Mai | \$2,634.00 | \$2,634.00 | | |
| | | | | | | | \$297.75 | | | | | |
| 3141 | Frontier Communications Corporation, PO Box 740407, Cincinnati, OH, 45274-0407 | | | | | | | | | | | |
| 9725442176-08129 | | 10/16/16 | Telephone Service 10/16/16-11/15/16 | 10/16/16 | \$80.49 | \$80.49 | 80-80-4355 | Telephone Service & MiF | \$12,000.00 | \$11,129.46 | | |
| | | | | | | | \$80.49 | | | | | |
| 3226 | Cate, Richard, 505 Highland Drive, Seagoville, TX, | | | | | | | | | | | |
| 10-2016 | | 10/10/16 | Reimburse for Travel Expense | 10/10/16 | \$73.56 | \$73.56 | 80-80-4383 | Travel Expense | \$1,000.00 | \$1,000.00 | | |
| | | | | | | | \$73.56 | | | | | |
| Total Water & Wastewater | | | | | | | \$27,403.60 | | | | | |
| Streets & Drainage | | | | | | | | | | | | |
| 448 | Hall, John D, 152 Gravel Slough Rd, Ferris, TX, 75125 | | | | | | | | | | | |
| 546175 | | 10/26/16 | Top Soil | 10/26/16 | \$100.50 | \$100.50 | 10-91-4276 | Gravel/Rock/Soil | \$500.00 | \$500.00 | | |
| | | | | | | | \$100.50 | | | | | |

City of Ferris
Council Approval Report
(Council Approval Report)

| Vendor | | InvoiceNumber | Date | Description | Due Date | Invoice Amt | Approved Amt | Account Number | Account Description | Budgeted \$ | YTD Balance |
|--|----------|----------------------------------|----------|-----------------|----------|--------------------|--------------|------------------------|------------------------|-------------|-------------|
| 871 John Deere Credit, P O Box 650215, Dallas, TX, 75265-0215 | | 10-2016 | 10/14/16 | Spring | 10/14/16 | \$28.90 | \$28.90 | 10-91-4230 | Equipment Repair Parts | \$750.00 | \$750.00 |
| | | | | | | \$28.90 | | | | | |
| 2270 Ferris Auto Supply, PO Box 442, Ferris, TX, 75125 | | 10152016 | 10/15/16 | Cycle Oil | 10/15/16 | \$11.50 | \$11.50 | 10-91-4211 | Fuel & Lubricants | \$3,200.00 | \$3,200.00 |
| 10152016 | 10/15/16 | Battery Post Cleaner | 10/15/16 | | \$2.89 | \$2.89 | 10-91-4213 | Minor Hand Tools | \$300.00 | \$300.00 | |
| 10152016 | 10/15/16 | Term Color Coded | 10/15/16 | | \$3.19 | \$3.19 | 10-91-4230 | Equipment Repair Parts | \$750.00 | \$750.00 | |
| 10152016 | 10/15/16 | Flares for Busted Hydraulic Hose | 10/15/16 | | \$24.48 | \$24.48 | 10-91-4230 | Equipment Repair Parts | \$750.00 | \$750.00 | |
| | | | | | | \$42.06 | | | | | |
| 2541 Wiseman Hardware, Inc, 233 N Hampton Road, Desoto, TX, 75115 | | 111834 | 10/17/16 | Chain & Bar Oil | 10/17/16 | \$14.99 | \$14.99 | 10-91-4211 | Fuel & Lubricants | \$3,200.00 | \$3,200.00 |
| | | | | | | \$14.99 | | | | | |
| Total Streets & Drainage | | | | | | \$186.45 | | | | | |
| Total Bills To Pay: | | | | | | \$81,888.09 | | | | | |

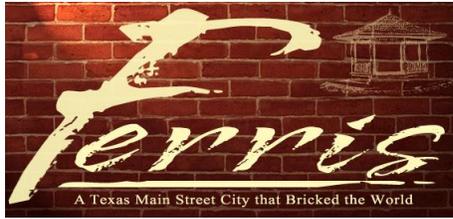


City of Ferris

AGENDA ITEM REPORT

| | |
|--------------------------------|--|
| Meeting Date: | November 7, 2016 |
| Department: | City Manager |
| Submitted By: | W. Jordan |
| Previously Reviewed By: | |
| Item Type: | <input type="checkbox"/> Discussion <input type="checkbox"/> Action <input checked="" type="checkbox"/> Presentation |
| Budgeted Expense: | <input type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____ |

| |
|--|
| Attachments: |
| N/A |
| Discussion / Justification: |
| Staff will introduce Misty MacDonald; the new Executive Assistant to the City Manager. |
| Recommendation / Staff Comments: |
| N/A |
| Motion(s): |
| N/A |

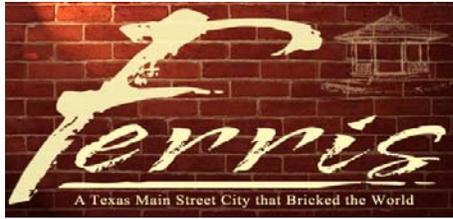


City of Ferris

AGENDA ITEM REPORT

| | |
|--------------------------------|--|
| Meeting Date: | November 7, 2016 |
| Department: | City Manager |
| Submitted By: | W. Jordan |
| Previously Reviewed By: | |
| Item Type: | <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action <input type="checkbox"/> Presentation |
| Budgeted Expense: | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____ |

| |
|--|
| Attachments: |
| N/A |
| Discussion / Justification: |
| The Ferris Area Business Association is offering to repaint the pavilion and bollards at no cost to the City. Angela Bruner will give a presentation regarding their proposal. |
| Recommendation / Staff Comments: |
| Staff recognizes the need for this maintenance item, and sees the potential cost savings of about \$7,000.00. It is recommended, however, that any work that is done be covered by insurance as required of any contractor completing work within the City. Additionally, staff recommends Council approve the paint colors. |
| Motion(s): |
| I make a motion to accept the donation of paint and painting services from the Ferris Area Business Association for the Pavilion and bollards as presented provided that, prior to commencement, required insurance documentation is submitted to the City and [Insert Approved Color] colored paint is used. |

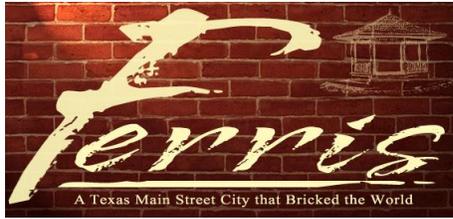


City of Ferris

AGENDA ITEM REPORT

| | |
|--------------------------------|--|
| Meeting Date: | November 7, 2016 |
| Department: | Library |
| Submitted By: | Kathy Harrington |
| Previously Reviewed By: | |
| Item Type: | <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action |
| Budgeted Expense: | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Amount: \$ 8,000.00 |

| |
|--|
| Attachments: |
| Tres Reyes Fine Art Productions will bring updated Project packets for Mayor and each Council member with concept drawing for enhancements to the Ferris Public Library's Aubrey Trussell Memorial Meeting Room. |
| Discussion / Justification: |
| To be paid out of Virginia Duff line item 10-32-4476 which had \$2,500 budgeted for FY16-17. Total cost of Tres Reyes project will be \$8,000. Mid-year budget revision will reflect the total cost of Reyes project. Duff line item balance as of 10/25/16, \$38,194.15 |
| Recommendation / Staff Comments: |
| Staff recommends the approval of expenditures out of line item 10-32-4476 for enhancements to the Aubrey Trussell Meeting Room. |
| Motion(s): |
| |

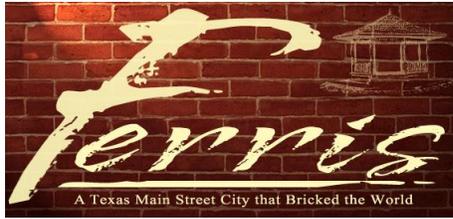


City of Ferris

AGENDA ITEM REPORT

| | |
|--------------------------------|--|
| Meeting Date: | November 7, 2016 |
| Department: | City Manager |
| Submitted By: | W. Jordan |
| Previously Reviewed By: | |
| Item Type: | <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action <input type="checkbox"/> Presentation |
| Budgeted Expense: | <input type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____ |

| |
|--|
| Attachments: |
| N/A |
| Discussion / Justification: |
| In preparation for construction of an Alley Park, six murals depicting Ferris related themes were painted onto 4' X 8' sheets of plywood. These panels are of high artistic quality, however they are not made of a weather durable material. As such, they would have a short life if displayed in a location subject to the elements. The Ferris Main Street Board, who is overseeing the alley park project, desires to have these paintings displayed in a public location. Since they cannot be used in the park, the board is recommending the council approve displaying the panels in the Ferris Council Chambers. |
| Recommendation / Staff Comments: |
| Staff agrees that these panels would have a short life if displayed outdoors, and that there is ample room on the chamber walls to display the panels. We do not make a recommendation for or against the display of the panels in the Council Chambers. |
| Motion(s): |
| I make a motion to accept the recommendation from the Main Street Board, and direct staff to hang the panels on the Council Chambers Walls. I make a motion to decline the recommendation from the Main Street Board. |



City of Ferris

AGENDA ITEM REPORT

| | |
|--------------------------------|--|
| Meeting Date: | November 7, 2016 |
| Department: | City Manager |
| Submitted By: | W. Jordan |
| Previously Reviewed By: | |
| Item Type: | <input type="checkbox"/> Discussion <input checked="" type="checkbox"/> Action <input type="checkbox"/> Presentation |
| Budgeted Expense: | <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes, Amount: _____ |

| |
|--|
| Attachments: |
| Grant information Procurement Documents |
| Discussion / Justification: |
| The Texas Department of Agriculture – Department of Rural Affairs is accepting applications for the 2017-2018 Texas Community Development Block Grants (CDBG). This grant offers up to \$275,000.00 for projects that address housing, living environments, and economic opportunities. For Ferris, this has historically translated to infrastructure improvements such as water or sewer lines. In order to prepare an application, the City must procure an Engineer and a Grant Administrator. This item will grant permission to the City Manager to proceed with the procurement process of both the Engineer and Administrator. No project has been identified as this will occur once the engineer and grant administrator have been selected, however, it is expected that infrastructure that is listed as in critical need of replacement in the Ferris CIP will be a priority. |
| Recommendation / Staff Comments: |
| Staff recommends approval of proceeding with procurement of a Grant Administrator and Engineer. |
| Motion(s): |
| I make a motion to authorize the City Manager to proceed with the procurement process for professional services for engineering and administration for the 2017/2018 Texas Community Development Block Grant Cycle. |

GRANT SERVICES PUBLIC NOTICE

The City of Ferris plans to apply for the upcoming 2017-2018 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA). These services are being solicited to assist the City in its application and administration of the TxCDBG contract, if awarded, to support public infrastructure improvements in the City of Ferris. Accordingly, the City is seeking to contract with a qualified Professional Administrator or Service Provider (individual/firm) to prepare the application and/or administer the awarded contract. Please submit 2 copies of your proposal of services and a statement of qualifications for the proposed services to the address below: Attn: William Jordan, City of Ferris, 100 Town Plaza, Ferris, Texas 75125. Proposals shall be received by the City no later than 5:00 PM on November 8, 2016 to be considered. The City reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. The City of Ferris is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

The City of Ferris plans to apply for the upcoming 2017-2018 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA). Accordingly, the City is seeking to contract with a qualified Engineering/Architectural/Surveying Firm (individual/firm) to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. These services are being solicited to assist the City in its application preparation and project implementation of a TxCDBG contract, if awarded, to support public infrastructure improvements in the City of Ferris. Please submit 2 copies of your proposal of services and a statement of qualifications for the proposed services to the address below: Attn: William Jordan, City of Ferris, 100 Town Plaza, Ferris, Texas 75125. Proposals shall be received by the City no later than 5:00 PM on November 8, 2016 to be considered. The City reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises are encouraged to submit proposals. The City of Ferris is an Affirmative Action/Equal Opportunity Employer. Servicios de traducción están disponibles por petición.

Request for Proposal (RFP) for Administration/Professional Services - Cover Letter

Date: November 8, 2016

Re: Proposed Contract Funding for the **2017-2018 Texas Community Development Fund**

Dear Administrative Service Providers:

Attached is a copy of the City's Request for Proposals for application and administrative services. These services are being solicited to assist the City of Ferris in its application and administration of a contract, if awarded, from the **2017-2018 Texas Community Development Fund** of the Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). The City of Ferris will be applying for such funding to support public infrastructure improvements in the City of Ferris.

The submission requirements for this proposal are also included on the attached Request for Proposal (RFP) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

William Jordan
City of Ferris
100 Town Plaza
Ferris, Texas 75125

Along with your proposal, you must also include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Please include a print out of the search results.

The deadline for submission of proposals is **November 23, 2016 at 5:00 PM**. The City of Ferris reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of Ferris is an Affirmative Action/Equal Opportunity Employer.

Sincerely,



William Jordan, Ferris City Manager

RFP for Administration/Professional Services

The City of Ferris is seeking to enter into a services contract with a competent administration/management firm/professional service provider to assist the City in preparing an application for and in the overall management of its proposed Program Year 2017-2018 Community Development Fund public infrastructure project, if funded by the Texas Community Development Block Grant Program (TxCDBG) at the Texas Department of Agriculture – Office of Rural Affairs (TDA). The following outlines the request for proposals.

I. Scope of Work - The professional administration/management firm/consultant to be hired is to provide application and contract-related management services to the City of Ferris, including but not limited to the following areas:

- Application preparation assistance*

- Project Management
- Financial Management
- Environmental Review
- Real Property Acquisition/ URA
- Construction Management
- Fair Housing/Equal Opportunity
- Housing rehabilitation/affordable housing (if applicable)
- Audit/Contract Close-out Assistance

Please specify actual tasks to be performed under each of these categories.

*Application preparation is not reimbursable with CDBG federal or local match funds and must be separately documented

II. Statement of Qualifications - The City is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts application and administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:

- Related experience in applying for and managing federally-funded local public works construction projects
- Related Experience / Background with specific project type
- Certified Administrator of TxCDBG Program by TDA
- Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

As such, please provide within your proposal a list of referrals from past local government clients, as well as resumes of all employees who will or may be assigned to provide technical assistance to the city/county on this project if your firm is awarded this management services contract.

III. Proposed Cost of Services - Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the City of Ferris will not use lowest/best bid as the sole basis for entering into this contract.

If the cost of proposed professional administration services will exceed \$ 50,000, then profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria:

| <u>Criteria</u> | <u>Maximum Points</u> |
|---------------------|---------------------------|
| Experience | 30 |
| Work Performance | 30 |
| Capacity to Perform | 20 |
| Proposed Cost | 20 |
| Total | 100 |

V. Deadline for Submission – Proposals must be received no later than **November 23, 2016 at 5:00 PM** at the following address: 100 Town Plaza, Ferris, Texas 75125.

DISCLAIMER: This sample draft document was developed by TDA's Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

[Text deleted]ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the *CITY/COUNTY* OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

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

NOW THEREFORE, the parties do mutually agree as follows:

[Text deleted]

1. Scope of Services

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

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

3. Local Program Liaison - For purposes of this Contract, the [*e.g. City Manager/County _____*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - **The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA. [Text deleted]**

5. Retention of Records - **The Contractor shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.**

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys’ fees, arising out of the Contractor’s performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-IV, [*and if applicable*, including the following exhibits/attachments: represents the entire and integrated agreement between the City/County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and Contractor.

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

BY: _____
(Local City/County Official)

(Printed Name)

(Title)

BY: _____
(Contractor’s Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services: (*choose contracted services*)

A. Project Management

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

B. Financial Management

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

C. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.

5. Prepare Request for Release of Funds and certifications to be sent to TDA.

D. Acquisition

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

E. Construction Management

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

F. Fair Housing / Equal Opportunity

1. Assist the City/County in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

G. Relocation

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

H. Rehabilitation of Private Property

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

I. Audit / Close-out Procedures

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

**PART III
PAYMENT SCHEDULE**

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

| Milestone / Task | % of Contract Fee |
|--|----------------------------------|
| • Establishment of Recordkeeping System | 5% |
| • Completion of Environmental/Special Conditions Clearance | 15% |
| • Completion of all Acquisition Activities | 10% |
| • Completion of the Bid/Contract Award Process | 15% |
| • Labor Standards Compliance/Completion of Construction | 15% |
| • Comply with EEO / Fair Housing Requirements | 10% |
| • Program and Financial Management | 20% |
| • Filing of all Required Close-out Information | 10% |
| Total | 100% |

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Administrative Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV
TERMS AND CONDITIONS

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

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

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

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

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

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

5. Personnel.

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

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

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

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

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

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

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

12. Conflicts of interest.

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

Federal Civil Rights Compliance.

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

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, **"Equal Employment Opportunity,"** and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person

in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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

19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

Sample 1 – Administration/Professional Services Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

Experience -- Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Related Experience / Background with federally funded projects | 10 | _____ |
| 2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.) | 5 | _____ |
| 4. Certified Administrator of TxCDBG Program by TDA | 5 | _____ |
| 5. References from current/past clients | 10 | _____ |
| Subtotal, Experience | 30 | _____ |

Work Performance

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Submits requests to client/TDA in a timely manner | 5 | _____ |
| 2. Responds to client/TDA requests in a timely manner | 5 | _____ |
| 3. Past client/TDA projects completed on schedule | 5 | _____ |
| 4. Work product is consistently of high quality with low level of errors | 5 | _____ |
| 5. Past client/TDA projects have low level of monitoring findings/concerns | 5 | _____ |
| 6. Manages projects within budgetary constraints | 5 | _____ |
| Subtotal, Performance | 30 | _____ |

Capacity to Perform

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Qualifications of Professional Administrators / Experience of Staff | 5 | _____ |
| 2. Present and Projected Workloads | 5 | _____ |
| 3. Quality of Proposal/Work Plan | 5 | _____ |
| 4. Demonstrated understanding of scope of the TxCDBG Project | 5 | _____ |
| Subtotal, Capacity to Perform | 20 | _____ |

Proposed Cost

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---|-----------------|--------------|
| A = Lowest Proposal \$ _____ | | |
| B = Bidder's Proposal \$ _____ | | |
| A ÷ B X 20 equals Respondent's Score | 20 | _____ |

TOTAL SCORE

| <u>Factors</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| <input type="checkbox"/> Experience | 30 | _____ |
| <input type="checkbox"/> Work Performance | 30 | _____ |
| <input type="checkbox"/> Capacity to Perform | 20 | _____ |
| <input type="checkbox"/> Proposed Cost | 20 | _____ |
| Total Score | 100 | _____ |

Request for Qualifications (RFQ) for Engineering/Architectural/Surveying Services - Cover Letter

Date: November 8, 2016

Re: **Proposed Contract Funding for the 2017-2018 Texas Community Development Fund**

Dear Engineering Service Providers:

Attached is a copy of the City of Ferris Request for Qualifications for engineering services. These services are being solicited to assist the City of Ferris in its application and project implementation of a contract, if awarded, from the **2017-2018 Texas Community Development Fund** of the Texas Community Development Block Grant Program of the Texas Department of Agriculture – Office of Rural Affairs (TDA). The City of Ferris will be applying for such funding to support public infrastructure improvements in the City of Ferris.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

William Jordan
City of Ferris
100 Town Plaza
Ferris, Texas 75125

Along with your proposal, you must also include verification that your company as well as the company's principal is not listed (is not debarred) through the System for Award Management (www.SAM.gov). Please include a print out of the search results.

The deadline for submission of proposals is **November 23, 2016 at 5:00 PM**. The City of Ferris reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of Ferris is an Affirmative Action/Equal Opportunity Employer.

Sincerely,



William Jordan, Ferris City Manager

Request for Qualifications (RFQ) for Engineering/Architectural/Surveying Services

The City of Ferris is seeking to enter into an [engineering/architectural/surveying] services contract with a state-registered [engineer/architect/surveyor]. The following outlines this request for qualifications.

- I. Scope of Work - The [engineering/architectural/surveying] contract will encompass all application and project-related [engineering/architectural/surveying] services to the City of Ferris under its **2017-2018 Community Development Fund** public infrastructure project, including but not limited to the following:
- Application preparation assistance, including sealed Table 2 Budget Justification and Exhibit*
 - Preliminary and final design plans and specifications;
 - Preparation of the bid packet;
 - Conduct all field testing and inspections (interim and final); and
 - Other special services.

Please specify actual tasks to be performed under each of these categories.

*Application Items are not reimbursable with CDBG federal or local match funds and must be separately documented

- II. Statement of Qualifications - The City of Ferris is seeking to contract with a competent [engineering/architectural/surveying] firm, registered to practice in the State of Texas, that has had experience in the following areas:
- Municipal construction including but not limited to waterworks, projects;
 - Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
 - Federally-funded construction projects; and
 - Projects located in this general region of the state

As such, please provide within your proposal a list of past local government clients, as well as resumes of all [engineers/architects/surveyors] that will or may be assigned to this project if you receive the [engineering/architectural/surveying] services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability.

III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

| <u>Criteria</u> | <u>Maximum Points</u> |
|---------------------|-----------------------|
| Experience | 60 |
| Work Performance | 25 |
| Capacity to Perform | 15 |
| Total | 100 |

IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

- Upon the award of this contract, profit (either %/actual cost) must be identified and negotiated as a separate element of the price for any contract with estimated value of \$50,000 or more. To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.

V. Deadline for Submission - The proposals received will be received no later than **November 23, 2016 at 5:00 PM** at the following address: 100 Town Plaza, Ferris, Texas 75125.

DISCLAIMER: This sample draft document was developed by TDA’s Office of Rural Affairs and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I

AGREEMENT

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

WITNESSETH THAT:

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

NOW THEREFORE, the parties do mutually agree as follows:

[Text deleted]

1. Scope of Services

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

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

3. Local Program Liaison - For purposes of this Agreement, the [e.g. *City Manager/County _____*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - **The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of**

Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Miscellaneous Provisions

a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

10. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments:_] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

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

BY: _____
(Local City/County Official)

(Printed Name)

(Title)

BY: _____
(Firm/Contractor's Authorized Representative)

(Printed Name)

(Title)

SCOPE OF SERVICES

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

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
8. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
9. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
10. Make 10-day call to confirm prevailing wage decision.
11. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
12. Conduct bid opening and prepare minutes.
13. Tabulate, analyze, and review bids for completeness and accuracy.
14. Accomplish construction contractor's eligibility verification through www.SAM.gov.
15. Conduct pre-construction conference and prepare copy of report/minutes.
16. Issue Notice to Proceed to construction contractor.
17. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
18. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.

19. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
20. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the Agreement.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.

3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their

duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

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

**PART III -
PAYMENT SCHEDULE**

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

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

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

SPECIAL SERVICES

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

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

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

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.

4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV
TERMS AND CONDITIONS

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

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

2. Termination for Convenience of the City/County.

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

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

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute

or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

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

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

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

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

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
 - A. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 ([Text deleted]1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

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

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, **"Equal Employment Opportunity,"** and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or

suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

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

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

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

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

Work Performance

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

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

Capacity to Perform

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

TOTAL SCORE

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



About Rural Texas CDBG

Funding Source

Every year, the US Department of Housing and Urban Development provides federal Community Development Block Grant funds directly to states, which, in turn, provide the funds to small, rural cities with populations less than 50,000, and to counties that have a non-metropolitan population under 200,000 and are not eligible for direct funding from HUD. These small communities are called "non-entitlement" areas because they must apply for CDBG dollars through the Texas CDBG program. Larger cities, such as Dallas, Houston and others, receive CDBG monies directly from HUD, and are called "entitlement" areas.

History

The CDBG program is governed by Title I of the Housing and Community Development Act of 1974 (the Act) and Federal regulations at 24 CFR 570, Subpart I. The introduction of the CDBG program in 1974 signaled a move away from individual categorized federal development assistance programs towards the block grant model, which gives communities broad latitude in using funds for a variety of development activities. The Omnibus Budget Reconciliation Act of 1981 authorized states to administer the CDBG programs.

CDBG Objectives

The primary objective of the Community Development Block Grant program is to develop viable communities by providing decent housing and suitable living environments, and expanding economic opportunities principally for persons of low- to moderate-income.

To achieve these goals, the CDBG regulations outline the eligible activities and the National Objectives that each activity must meet. As a recipient of CDBG funds, the state is charged with ensuring that these HUD requirements are met. Specifically, the state is responsible for assuring the US Department of Housing and Urban Development that each project it funds meets one of three National Objectives: Benefit low-and moderate income persons; Aid in the prevention or elimination of slums or blight; or meet a need having a particular urgency, which represents an immediate threat to the health and safety of residents.

In line with the federal objectives, the state administers its CDBG programs according to the following goals: Improve public facilities to meet basic human needs, principally for low- and moderate-income persons. Improve housing conditions, principally for persons of low- and moderate-income. Expand economic opportunities by creating or retaining jobs, principally for low- and moderate-income persons. Provide assistance and public facilities to eliminate conditions hazardous to the public health and of an emergency nature.

Primary Beneficiaries

All projects funded through the CDBG program typically meet the first national objective (benefit low- and moderate-income persons) by benefiting at least 51 percent low- to moderate-income persons, which are defined as those who earn equal to or less than 80 percent of the area median family income figure (where the area is a metropolitan statistical area or a non-metropolitan county) or Earn equal to or less than less than 80 percent of the statewide non-metropolitan median family income figure, as defined under the US Department of Housing and Urban Development Section 8 Housing Assistance Program. For income eligibility in your area, please review the most recent Income Limits document.

Some projects funded through the CDBG program may meet the second national objective of aiding in the prevention or elimination of slum or blight while the remainder of CDBG projects will fall under the third national objective. The third national objective includes activities designed to meet community development needs having a particular urgency, which the CDBG Program applies to Disaster Relief and Urgent Need Fund projects.

Program Administration

The state of Texas administers its CDBG programs in accordance to funding rules and regulations set by HUD. Each year, it submits an Action Plan for the next fiscal year. The Action Plan describes the methods that will be used for distributing funds among the various CDBG programs, including award amounts per program, application selection process, etc. Once HUD approves the Action Plan it becomes codified into the Texas Administrative Code.

The TxCDBG program then makes applications available in accordance with each program's funding cycle. Applications received for competitive funding programs are reviewed and scored using program-specific criteria and processes.

Once awards are made from the CDBG program, contracts are executed between the department and the city or county officials, and the grantee begins the implementation of their proposed project. To guide grantees in the implementation of their projects, the grantees follow the 2009 CDBG Project Implementation Manual. The Manual describes the methods a CDBG grant recipient uses to administer the CDBG contract, and includes relevant forms. This document covers the post award process.

Regional Review Committees (Composition Role)

Each of Texas' 24 regional councils, known as Council of Governments, has its own Regional Review Committee (RRC). Each RRC is comprised of 12 local elected officials, appointed at the pleasure of the Governor. The role of each Regional Review Committee is to participate in the process for determining regional scoring priorities for projects funded through the Texas CDBG's Community Development Fund, and is responsible for developing the objective scoring criteria.