

REGULAR MEETING OF THE CITY COUNCIL  
OF THE CITY OF COTTONWOOD SHORES, TEXAS  
THURSDAY, JUNE 1, 2006 AT 7:00 P.M.  
CIVIC CENTER AT 4111 COTTONWOOD DRIVE

MINUTES

1. Call to Order by Mayor Breen at 7:03 pm.
2. Invocation by Margie Phipps
3. Roll call by Cynthia Schwertner for Mayor Breen, Councilman Pfeifer, Councilman Hildebrand, Councilwoman Adams, and Councilwoman Lauby. Councilwoman Logan absent. We have a quorum present.
4. Consent Agenda
  - a. Minutes

Minutes for 05/04/06 and 05/18/06  
Councilwoman Adams made the motion to accept the minutes with a correction change for Minutes of 05/18/06 Section 4 item a # Iv spelling from sworn to swore. Councilman Hildebrand 2<sup>nd</sup> the motion. All approved. Motion carried. Minute spelling corrected. (cas)
  - b. Financial Statements

Financial Statements for April, 2006  
Councilwoman Adams made the motion to accept the financial statements for April, 2006. Motion 2<sup>nd</sup> by Councilman Pfeifer. All approved. Motion carried.
  - c. Budget Amendments

No budget amendments brought forward.
5. Public Hearing
  - a. Open public hearing to receive public comment in connection with 2007-2008 ORCA Community Development Block Grant Application Cycle.

Public hearing opened at 7:09 pm, Presentation by Gandolf Burrus speaking about Grants which we could work on water or sewer, because we have better qualifications as to the number of people and the amount of income we have in our City.

    - Councilwoman Lauby asked if it could be ½ for water, and ½ for sewer.
    - Mr. Burrus reported yes.
    - Mayor Breen asked what about replacing a lift station in a particular section.
    - Mr. Burrus reported yes, would need to find who or what location site needs the most repairs and who placed the system and work from there.
    - Councilman Hildebrand asked if there are any other target areas.
    - Mr. Burrus reported your city may be due up for a sewer project we have only worked on water projects.
    - Councilman Hildebrand reported #2 lift station is in need for an upgrade.
    - Mr. Burrus answered a question from Billie Parker about who does the surveys, which he reports is about the number of citizens, and the income at the residential home being surveyed, and if the citizens of the City did the survey this would save City money.
  - b. Close hearing.

Public Hearing closed at 7:25 pm.

- c. Consider and possibly take action on approval of a Letter of Agreement with Grant Development Services to develop, submit and, if funded, administer a Community Development Block Grant.

Councilman Hildebrand made the motion to enter into the Agreement with Grant Development Services. Councilwoman Lauby 2<sup>nd</sup> the motion. All approved. Motion carried. Councilwoman Lauby asked if community can get involved. Mr. Burrus responded this would be great for the community to get involved.

6. Citizens Comments

- Euclid Phipps commented on roads, that even the paved roads are getting bad.
- Councilwoman Lauby wanted to make knowledge of problems down at the boat dock, there have been numerous problems down there. Please call us if you see or hear anything that someone is doing something wrong, rather they are dumping trash, or an age difference confrontation problem going on.
- Councilwoman Adams inquired if Belinda/Public Works goes down to Boat Dock area to check the area out for trash and deer carcasses? Jerral Wafer replied does not know, but would check with her.
- Marley Porter mentioned if Boat Dock area could be used with a grant.

7. Old Business:

- a. Discussion and possible action regarding the survey progress concerning the street completion for Oak Park Drive and the results of research concerning same as requested by Jan Barnes.

Report by Mayor Breen concerning the survey which has been completed. There is old road base down, which is now covered with grass, and where people have thrown trash in there. Mayor Breen spoke with Tim McClain who said one dump of road base would work to set roadway to requested lot. Councilman Hildebrand made motion to move forward with street completion for Oak Park Drive. Councilwoman Lauby 2<sup>nd</sup> the motion. All approved. Motion carried.

8. New Business:

- a. Discussion and possible action regarding replacing existing members and the naming of new members to the Development Committee as requested by Mayor Sylvia Breen.

Mayor Breen reported since a former Councilmember was not reelected, a new Councilmember must replace this position. Other members are City Engineer/Steve Kallman, City Department Head/Jerral Wafer, and City Attorney/Alan Petrov as needed. Councilwoman Shirley Adams volunteered for this position. Councilwoman Lauby made motion for Councilwoman Adams to represent Council. Councilman Hildebrand 2<sup>nd</sup> the motion. All approved. Motion carried.

- b. Discussion and possible action regarding the replacement of the current Information Technology Appointed Volunteer Officer with Mr. Don O'Neil and amending the IT persons duties, Ordinance No. 100605-B as requested by Councilwoman Niki Lauby.

Councilwoman Lauby spoke about some things have changed regarding Mr. Don O'Neill, some family issues that will not allow him to be a full time volunteer, but he will

give some of his time; Niki Lauby will give some of her time to work with the web on a weekly basis. Councilwoman Lauby has also given Council the amendments for the duties of the Information Technology person. Councilman Hildebrand made the motion to approve Ordinance # 060106 with the stipulation that correction being Mr. Don O'Neill will work part time and Councilwoman Lauby will be Web Hostess to work with website. Councilwoman Adams 2<sup>nd</sup> the motion. All approved. Motion carried.  
(Correction made on Ordinance #06-01-06 as mentioned above by CAS/City Clerk.)

- c. Discussion and possible action regarding a proposal to amend or repeal the Mayor's Ordinance # 080504 as requested by Councilwoman Shirley Adams.

Councilwoman Adams made the motion to repeal Ordinance # 080504. Councilman Hildebrand 2<sup>nd</sup> the motion. All approved. Motion carried.

9. Executive Session for Personnel Matter

- a. Convene into Executive Session Pursuant to Section 551.074 of the Texas Government Code, to hear a complaint against or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or the dismissal of, or for the evaluation of Cynthia Schwertner.

Executive session convened at 7:51 pm.

- b. Reconvene into Open Session and take action on Items 9a as necessary

Executive session reconvened into Open Session at 8:08 pm. Councilman Hildebrand made the motion to accept the evaluation as discussed in Executive Session. Motion 2<sup>nd</sup> by Councilman Pfeifer. All approved. Motion carried.

10. Executive Session for Legal Matters

- i. Convene into Executive Session to consult with Legal Counsel pursuant to Section 551.071, Texas Government Code, regarding Cause No. 31190, *Ken Anderson, et. al., v. The City of Cottonwood Shores, et. al.*, in the 33<sup>rd</sup> Judicial Court, Burnet County, Texas.
- ii. Reconvene into Open Session and take action on Item 9.i., as necessary.

.. *The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information).*

11. Future Agenda Items

- Councilwoman Adams inquired about Reserve Officer Paz; Sargeant Hallman reported he will have until June 15<sup>th</sup> to report, will call tomorrow.
- Councilwoman Adams inquired about request of last months meeting from a resident about burn Ordinance, if needs amending.

- Councilwoman Lauby asked about who says we can put burn Ordinance on.
- Fire Marshal Atchley responded about when a burn ban is placed.
- Non-resident Tena Collier spoke that every City or County works on the safety of allowance, but you can amend Ordinance to follow such as Burnet County.
- Fire Marshal Atchley spoke about Burnet County.
- Councilwoman Adams inquired as to having a speaker system. We have soft spoken Council members that residents cannot hear. Maybe we could get a bid.
- Fire Marshal Atchley reported during the VFD previous meeting they had discussed the placement of the City fire hydrant. Their request is that the fire hydrant be placed on Cottonwood and Birch or Oak. After discussion with the Council and the Fire Marshal, location was settled to be on Cottonwood and Oak.
- Councilwoman Lauby spoke up about change of policy for employees to be evaluated by Council.
- Councilman Hildebrand asked what happened to the gray Ford Victoria.

12. Adjournment

Councilwoman Lauby made the motion to adjourn. Councilman Pfeifer 2<sup>nd</sup> the motion. All approved. Motion Carried. Meeting adjourned at 8:24 pm.

  
 Sylvia H. Breen Mayor

ATTEST:

  
 Cynthia Schwertner City Clerk

Approved to Form by Alan P. Petrov, City Attorney





**Letter of Agreement  
City of Cottonwood Shores  
and  
Grant Development Services, Inc  
Application Preparation Services**

STATE OF TEXAS

§

COUNTY OF BURNET

Letter of Agreement entered into this 1<sup>ST</sup> day of JUNE 2006 by and between the City of Cottonwood Shores, State of Texas (hereinafter called the "CITY") acting herein by Sylvia H Breen, Mayor, hereunto duly authorized and J Gandolf Burrus, President, acting for Grant Development Services, Inc. (hereinafter called "GDS").

Whereas the CITY desires to engage GDS to render professional services to **prepare and submit** a Community Development Block Grant Application, hereinafter referred to as "CDBG", requesting federal financial assistance to the Office of Rural Community Affairs (hereinafter called the "Funding Agency" or "ORCA") **for the construction of water and/ or wastewater services and improvements**, and

Whereas, if the above referenced application receives a funding approval, the CITY desires to engage GDS to render professional services to **administer the CDBG contract**.

Now, Therefore, this Letter of Agreement, when accepted by both parties shall constitute the entire agreement as to the scope of services to be performed, terms of employment and compensation. As this agreement will constitute the entire contract between the parties, it may be amended only by a similar agreement in writing. Cancellation of this agreement shall require cause and fifteen (15) days notice by written letter, addressed to the non-canceling party.

The Parties do mutually agree as follows:

1. **Time of Performance.** The services provided by GDS shall commence upon execution of this letter. All services required and rendered under this contract shall be completed according to the time frames and deadlines established by the Funding Agency.

2. **Scope of Services.** The scope of services to be provided by GDS shall consist of:
  - (a) The assembly of available and necessary documents to design, prepare and submit a Community Development application to the Funding Agency prior to the submittal deadline;
  - (b) Submittal of the application and supporting documents to the Regional Review Committee prior to the established deadline;
  - (c) Assistance in the preparation of an oral presentation to be given by CITY officials before the Regional Review Committee
  - (d) And preparation and submittal of any and all additional information requested by either the Funding Agency or the Regional Review Committee.
  
3. **CITY Responsibilities.** To facilitate the commitments made by GDS, the CITY agrees to the following:
  - (a) The CITY will agree to designate one individual as the contact person for all communications and the fulfillment of all program responsibilities within the CITY. That person shall be Sylvia H Breen, Mayor.
  - (b) The CITY shall agree to supply GDS with copies of all communication or correspondence received regarding its Community Development application;
  - (c) The CITY shall provide GDS with a letter authorizing GDS as its representative, to interact with the Funding Agency on the behalf of the CITY;
  - (d) The CITY will secure from a registered engineer, descriptions of the infrastructure problem and the corresponding sealed cost estimates to be addressed in the application;
  - (e) The CITY shall pay all publishing costs in regards to public hearing notices as required.
  
4. **Compensation for Application Preparation Services.** All services described in Section the Letter of Agreement shall be provided for a lump sum fee of **\$750.00** (Seven Hundred and Fifty Dollars) upon signing this Letter of Agreement.

The CITY will reimburse GDS for the hard costs of photography, postage, illustrations and maps, duplicating and submitting required copies of the application. This fee will not exceed **\$600** (Six Hundred dollars).

5. **Compensation for Administrative Services.** If funded, the CITY agrees that it will utilize its local funds to retain GDS to perform all administrative services related to grant receipt and implementation.

The fee for these administrative services shall be equal to **11.5% (eleven and one half per cent)** of the grant amount awarded to the CITY by the Funding Agency as a result of the application commissioned by this letter of agreement.

The specific scope of administrative services to be provided, if the application is awarded funding, is detailed in Attachment A of this Letter of Agreement. The standards to which GDS will adhere in the administration of the grant-funded project are detailed in Attachment B of this Letter of Agreement.

6. **Access to Information.** It is agreed that all materials, data, reports, financial information, maps used for the carrying out of work outlined in Attachment A. Scope of Services. are the property of the CITY. As required by the application procedures, all original documents will be forwarded to the Funding Agency. One (1) copy of the entire application documents shall be forwarded to the CITY for its permanent records.
  
7. **Amendments to Letter of Agreement.** This contract may be amended only in writing and shall require the mutual consent of both parties. Should amendments be required which exceed the Scope of Services in Attachment A, GDS reserves the right to request additional compensation based on the scope of the additional services to be performed.
  
8. **GDS Responsibilities.** GDS shall comply with the requirements of all applicable laws, rules and regulations and shall assume full responsibility for payments of federal, state and local taxes on contributions imposed or required under the Social Security, Workers Compensation and Income Tax laws for compensation received for services rendered under this letter of agreement.
  
9. **Termination of Agreement:**  
Termination of this Letter of Agreement, with or without cause, shall be effective upon fifteen days (15) written notice delivered to the noncancelling party by certified mail.
  
10. **Jurisdiction.** 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 Burnet County, Texas.

Passed and approved this 1<sup>st</sup> day of June, 2006

ATTEST:

Sylvia H Breen  
Sylvia H Breen  
Mayor  
For the City of Cottonwood Shores

Jenell Wap  
City Secretary  
For the City of Cottonwood Shores

J Gandolf Burrus  
J Gandolf Burrus, President  
For Grant Development Services, Inc.



**ATTACHMENT A**  
**PROFESSIONAL MANAGEMENT SCOPE OF SERVICES**

The Management Firm shall provide the following scope of 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 Locality 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 TCDP regulations
5. Furnish Locality with necessary forms and procedures required for implementation of project
6. Assist the Locality in meeting all special condition requirements that may be stipulated in the contract between the Locality and ORCA
7. Prepare and submit to Department documentation necessary for a budget modification of the TCDP contract
8. Conduct re-assessment of environmental clearance for any budget modifications
9. Prepare and submit quarterly reports (progress and minority hiring)
10. Prepare Recipient Disclosure Report form for Locality signature and submittal
11. Establish procedures to document expenditures associated with local administration of the project
12. Provide guidance and assistance to Locality regarding acquisition of property:
  - Submit required reports concerning acquisition activities to Department
  - 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 Locality's signature to acquire the property or to secure an easement
  - Assist the Locality in negotiation with property owner(s)



13. Maintain TCDP Property Management register for any property/equipment purchased or leased
14. Serve as liaison for the Locality during any monitoring visit by staff representatives from either ORCA or HUD

**B. Financial Management**

1. Assist the Locality in proving its ability to manage the grant funds to the state's audit division.
2. Assist the Locality in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the Locality in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to Department.
4. Prepare all fund drawdowns on behalf of the Locality 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 Locality personnel on implementation of project and regulatory matters
7. Assist the Locality in establishing procedures to handle the use of any TCDP 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. Ensure compliance with EO 11988 for projects in the flood plains.
6. Prepare Request for Release of Funds and certifications to be sent to Department.

D. Acquisition

1. Prepare required acquisition report(s).
2. Maintain a separate file for each parcel of real property acquired.
3. Determine necessary method(s) for acquiring real property.
4. Prepare correspondence with property owners
5. Prepare required acquisition reports and submit to Department.

E. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
  - Assist Locality in determining whether and/or what TCDP contract activities will be carried out in whole or in part via force account labor.
  - Assist Locality in determining whether or not it will be necessary to hire temporary employees to specifically carry out TCDP contract activities.
  - Assist Locality in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist Locality in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist Locality 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 Department in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from Department.
6. Provide sample TCDP contract documents to engineer.
7. Advertise for bids.
8. Make Ten-Day call to Department.
9. Verify construction contractor eligibility with Department.

10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to Department.
13. Issue Notice of Start of Construction to Department.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process and submit change orders to Department prior to execution.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to Department.
17. Provide general advice and technical assistance to Locality personnel on implementation of project and regulatory matters.

F. Fair Housing / Equal Opportunity

1. Assist the Locality in developing, implementing and documenting new activities to affirmatively further fair housing activities during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Prepare Section 3 and Affirmative Action Plan.
4. Prepare all Section 504 requirements.
5. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet

G. Relocation

1. Prepare and submit local relocation guidelines to Department for approval.
2. Assist Locality 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 Department for approval.
2. Assist Locality in establishing escrow account and obtaining Department 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 Department requirements.

I. Audit / Close -Out Procedures

1. Prepare the final Project Completion Report, including Minority Business Report, Recipient Disclosure/Update Report, documentation of fair housing activities and Certificate of Completion.
2. Assist Locality in resolving any monitoring and audit findings.
3. Assist Locality in resolving any third party claims.
4. Provide auditor with TCDP audit guidelines.

## PAYMENT SCHEDULE

### PROFESSIONAL MANAGEMENT SERVICES

Locality shall reimburse Grant Development Services, Inc. for management services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

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

**ATTACHMENT B  
TERMS AND CONDITIONS**

**PROFESSIONAL MANAGEMENT, ENGINEERING AND/OR ARCHITECTURAL  
SERVICES**

1. Termination of Contract for Cause. If, through any cause, the Firm shall fail to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Firm shall violate any of the covenants, agreements, or stipulations of this Contract, The CITY shall thereupon have the right to terminate this Contract by giving written notice to the Firm of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm under this Contract shall, at the option of the CITY, become its property and the Firm shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Firm shall not be relieved of liability to The CITY for damages sustained by CITY by virtue of any breach of the Contract by the Firm, and CITY may withhold any payments to the Firm for the purpose of set-off until such time as the exact amount of damages due CITY from the Firm is determined.

2. Termination for Convenience of CITY. The CITY may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Firm. If the Contract is terminated by the CITY as provided herein, the Firm will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the Firm, Paragraph 1 hereof relative to termination shall apply.

3. Changes. The CITY may, from time to time, request changes in the scope of the services of the Firm to be performed hereunder if the project is amended to expand its scope or duration. Such changes, including any increase or decrease in the amount of the Firm's compensation, which are mutually agreed upon by and between CITY and the Firm, shall be incorporated in written amendments to this Contract.

4. Personnel.

a. The Firm represents that he/she has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with CITY .

b. All of the services required hereunder will be performed by the Firm or under his/her 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 Contract shall be subcontracted without the prior written approval of CITY. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

5. Assignability. The Firm shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of CITY thereto: Provided, however, that claims for money by the Firm from CITY under this Contract 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 CITY.

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

7. Records and Audits. The Firm shall insure that CITY maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this Contract. 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 Contract. CITY shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

8. 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 CITY.

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

10. 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 CITY harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.

11. Equal Employment Opportunity. 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, creed, sex, color, handicap 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, creed, sex, color, handicap 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 by The CITY setting forth the provisions of this non-discrimination clause.

b. The Firm will, in all solicitation or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, handicap or national original.

c. The Firm will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Firm will include the provisions a. through c. in every subcontract or purchase order unless exempted.

12. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, 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.

13. Section 109 of the Housing and Community Development Act of 1974.

a. No person in the United States shall on the ground of race, color, national origin, 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.

14. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities.

a. The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible opportunities for training and employment be given lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

b. The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 C.F.R. 235, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.



c. The contractor will send to each labor organization or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his/her commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

d. The contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 C.F.R. Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

e. Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

15. Section 503 Handicapped (if \$2,500 or Over) Affirmative Action for Handicapped Workers.

a. The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c. In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by

or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e. The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f. The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

16. Interest of Members of a CITY. No member of the governing body of the CITY and no other officer, employee, or agent of the CITY who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract and the Firm shall take appropriate steps to assure compliance.

17. Interest of Other Local Public Officials. No member of the governing body of the Locality and no other public official of such Locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract; and the Firm shall take appropriate steps to assure compliance.

18. Interest of Firm and Employees. The Firm covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his/her services hereunder. The Firm further covenants that in the performance of this Contract, no person having any such interest shall be employed.

## **The City of Cottonwood Shores**

3808 Cottonwood Drive  
Cottonwood Shores, Texas 78657  
(830)693-3830  
Fax: (830)693-6436

# **MEMO**

**May 30, 2006**

**Ms. Barnes request is to extend Oak Park Drive to her Lot 1 in Bluffview Section so she can sell that property.**

**They also own lot 755 in Scarlet Oaks which is where they have been driving to access the house on Lot 1.**

**Evidently they do not plan to sell that lot tho'. I have not spoken directly with Ms. Barnes at this point.**

**According to Frank Pfeifer, the road originally went that far, but because of non use, over the years grass has grown over the road. If this is the case, I think all that would be necessary would be to cut the grass, put something on it to kill the weeds and then put more road base down. The area has already been staked by Marble Falls Surveying. I am waiting for Tim to get back with me as to the cost of road base for the amount of area we need to cover.**

**Sylvia Breen, Mayor/City of Cottonwood Shores**



REGULAR MEETING OF THE CITY COUNCIL OF  
THE CITY OF COTTONWOOD SHORES, TEXAS  
THURSDAY, JUNE 1, 2006 AT 7:00 P.M.  
CIVIC CENTER AT 4111 COTTONWOOD DRIVE

**AGENDA**

1. Call to Order
2. Invocation
3. Roll call
4. Consent Agenda
  - a. Minutes  
Minutes for 05/04/06 and 05/18/06
  - b. Financial Statements  
Financial Statements for April 2006
  - c. Budget Amendments
5. Public Hearing
  - a. Open public hearing to receive public comment in connection with 2007-2008 ORCA Community Development Block Grant Application Cycle.
  - b. Close hearing.
  - c. Consider and possibly take action on approval of a Letter of Agreement with Grant Development Services to develop, submit and, if funded, administer a Community Development Block Grant.
6. Citizens Comments
7. Old Business:
  - a. Discussion and possible action regarding the survey progress concerning the street completion for Oak Park Drive and the results of research concerning same as requested by Jan Barnes.
8. New Business:
  - a. Discussion and possible action regarding replacing existing members and the naming of new members to the Development Committee as requested by Mayor Sylvia Breen.
  - b. Discussion and possible action regarding the replacement of the current Information Technology Appointed Volunteer Officer with Mr. Don O'Neil and amending the IT persons duties, Ordinance No. 100605-B, as requested by Councilwoman Niki Lauby.
  - c. Discussion and possible action regarding a proposal to amend or repeal the Mayor's Ordinance # 080504 as requested by Councilwoman Shirley Adams.

9. Executive Session for Personnel Matter

- a. Convene into Executive Session Pursuant to Section 551.074 of the Texas Government Code, to hear a complaint against or deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or the dismissal of, or for the evaluation of Cynthia Schwertner.
- b. Reconvene into Open Session and take action on Items 9a as necessary.

10. Executive Session for Legal Matters


- a. Convene into Executive Session to consult with Legal Counsel pursuant to Section 551.071, Texas Government Code, regarding Cause No. 31190, *Ken Anderson, et. al., v. The City of Cottonwood Shores, et. al.*, in the 33<sup>rd</sup> Judicial Court, Burnet County, Texas.
- b. Reconvene into Open Session and take action on Item 10.a., as necessary.

11. Future Agenda Items


12. Adjournment

*The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any matters listed on the agenda, as authorized by the Texas Government Code including, but not limited to, Sections: 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), 418.183 (Deliberations about Homeland Security Issues) and as authorized by the Texas Tax Code including, but not limited to, Section 321.3022 (Sales Tax Information).*

I certify that the above notice was posted at City Hall, 3808 Cottonwood Drive, Cottonwood Shores, Texas on this the 26<sup>th</sup> day of May, 2006 at 5 p.m.

  
Sylvia H. Breen, Mayor

ATTEST:

  
Cynthia Schwertner, City Clerk

Approved as to Form by Alan P. Petrov, City Attorney





City of Cottonwood Shores  
3808 Cottonwood Drive  
Cottonwood Shores, Texas 78657  
(830) 693-3830 FAX (830) 6936-64

RECEIVED  
MAY 25 2006  
BY: *AK*

POSTED  
05/25/06  
*Cap*

AGENDA ITEM REQUEST

I hereby request the following subject be placed on the Agenda for the next Regular Meeting or Special Called Meeting of the City Council of the City of Cottonwood Shores, Texas:

Date of next Regular Meeting: June 1, 2006

I would like for this to be on the Agenda if a Special Meeting is Called:  Yes  No

Subject to be Addressed:

Replacement of the Current Informational Technology Appointed Volunteer with Don O'Neil & amending the IT persons Duties Ordinance #000605-B

Informational Presentation: Yes  No

Required By Council: Yes  No

Name(s) of Requester: WIKI LAUBY

Address: 632 Dogwood Ln.  
Cottonwood Shores, TX 78657

Phone No.: 512-203-4760

WIKI LAUBY  
Requestor 5/25/06  
Date

Darrell G. Ziel  
Received by City Employee 5-25-06 11:55 am  
Date Time



City of Cottonwood Shores  
3808 Cottonwood Drive  
Cottonwood Shores, Texas 78657  
(830) 693-3830 FAX (830) 6936-64

RECEIVED  
MAY 25 2006  
BY: *llz*

POSTED  
05/25/06  
Cds

AGENDA ITEM REQUEST

I hereby request the following subject be placed on the Agenda for the next Regular Meeting or Special Called Meeting of the City Council of the City of Cottonwood Shores, Texas:

Date of next Regular Meeting: 6-1-06

I would like for this to be on the Agenda if a Special Meeting is Called: \_\_\_ Yes  No

Subject to be Addressed: Name new members to the  
Development Committee

Informational Presentation: Yes \_\_\_ No \_\_\_

Required By Council: Yes  No \_\_\_

Name(s) of Requester: Sybil Bean

Address: \_\_\_\_\_

Phone No.: 6933817

Sybil Bean  
Requestor  
5-25-06  
Date

Paul L. Zell  
Received by City Employee  
5-25-06  
Date  
11:55 (am/pm)  
Time





City of Cottonwood Shores  
3808 Cottonwood Drive  
Cottonwood Shores, Texas 78657  
(830) 693-3830 FAX (830) 6936-64

RECEIVED  
MAY 25 2006  
BY: *[Signature]*

POSTED  
05/25/06  
*[Signature]*

AGENDA ITEM REQUEST

I hereby request the following subject be placed on the Agenda for the next Regular Meeting or Special Called Meeting of the City Council of the City of Cottonwood Shores, Texas:

Date of next Regular Meeting: 6/1/2006

I would like for this to be on the Agenda if a Special Meeting is Called:  Yes  No

Subject to be Addressed:  
Proposal to amend Mayor's Ordinance  
# 080504

Informational Presentation: Yes  No

Required By Council: Yes  No

Name(s) of Requester: Shuley K. Adams

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone No.: \_\_\_\_\_

Shuley K. Adams 5/25/06  
Requestor Date

Darrel L. Zell 5-25-06 9:45 am/pm  
Received by City Employee Date Time



City of Cottonwood Shores  
3808 Cottonwood Drive  
Cottonwood Shores, Texas 78657  
(830) 693-3830 FAX (830) 6936-64

RECEIVED  
MAY 25 2006  
BY: *llz*

POSTED  
05/25/06  
Cia

AGENDA ITEM REQUEST

I hereby request the following subject be placed on the Agenda for the next Regular Meeting or Special Called Meeting of the City Council of the City of Cottonwood Shores, Texas:

Date of next Regular Meeting: 6-1-2006

I would like for this to be on the Agenda if a Special Meeting is Called: Yes No

Subject to be Addressed:  
Cynthia SCHWERTNER 90 day EVALUATION

Informational Presentation: Yes  No

Required By Council: Yes  No

Name(s) of Requester: JERRIL WAFER

Address: \_\_\_\_\_

Phone No.: 693-3830

Jerril Wafer  
Requestor Date 5-25-2006

Arka L. Zell  
Received by City Employee Date 5-25-06 Time 9:15 am/pm

POSTED  
05/25/06  
Cao



**CITY OF COTTONWOOD  
SHORES**  
**AGENDA ITEM REQUEST**



I hereby request the following subject be placed on the Agenda for the next **Regular Meeting** or Special Called Meeting of the City Council of the City of Cottonwood Shores, Texas:

RECEIVED  
MAY 24 2006

Date of next Regular Meeting: **06/01/2006**

I would like for this to be on the Agenda if a Special Meeting is Called:  Yes  **N/A**  No

Subject to be Addressed:

**Public Hearing for 2007 – 2008 ORCA CDBG Application Cycle for Water/ Sewer Grants**

**Letter of Agreement with GDS to write application for 2007 – 2008 ORCA CDBG Application Cycle**

Agenda Items:

- 1) Conduct public hearing to receive public comment in connection with 2007 – 2008 ORCA CDBG Application Cycle**
- 2) Consider and possibly take action on approval of a Letter of Agreement with Grant Development Services to develop, submit and, if funded, administer a Community Development Block Grant. \***

**\* see attached contract agreement**

Informational  
Presentation: **Yes**  **No**

Requires Action  
By Council: **Yes**  **No**

Name(s) of Requester: **Katerina R Dittmore, Grant Development Services**

Address: **PO Box 33043, Austin, TX 78764**

Phone No.: **512/707-0455 512/707-7211 kataustin@austin.rr.com**

Requester

Date

*Jeniel Wafer*  
Received by City Employee

*5-24-2006*  
Date

*8:35*  
Time

am  pm

**Jerrial Wafer**

---

**From:** katerina [kataustin@austin.rr.com]  
**Sent:** Tuesday, May 23, 2006 6:19 PM  
**To:** Jerrial Wafer  
**Subject:** Re: Agenda Items Request  
**Importance:** High

Thanks Jerrial, I don't know how I missed that. I checked the website.

Here is the completed form and a sample contract agreement as well. Usually the Public Hearing is the first item on the agenda- what time should I show in the Public Notice? 7 PM?

Please let me know if you have any questions or need anything further.

I have discussed this with the Mayor and she is expecting these items to be discussed on June 1.

I will take care of putting an ad in the city's paper - the River Cities Tribune, correct? Or is it the Highlander?

Please advise and thanks.

Katerina

----- Original Message -----

**From:** Jerrial Wafer  
**To:** 'katerina'  
**Cc:** Sylvia Breen  
**Sent:** Tuesday, May 23, 2006 5:26 PM  
**Subject:** RE: Agenda Items Request

Katerina:

The forms are available on our website, <http://cottonwoodshores.org/Agendas/AGENDA%20ITEM%20REQUEST%20Form.doc>

If you have problems, I will gladly fax to you in the morning.

Thanks,

Jerrial Wafer  
Financial Officer  
City of Cottonwood Shores  
3808 Cottonwood Drive  
Cottonwood Shores, Texas 78657  
(830)693-3830

Fax: (830)693-6436

\*\*\*\*\*  
NOTICE: Under the Texas Public Information Law, all email messages sent by or received by the City of Cottonwood Shores becomes City record and may be subject to disclosure to the Public under the provisions of that statute.  
\*\*\*\*\*

-----Original Message-----

**From:** katerina [mailto:kataustin@austin.rr.com]  
**Sent:** Tuesday, May 23, 2006 5:08 PM  
**To:** Jerrial Wafer  
**Subject:** Agenda Items Request  
**Importance:** High

Jerrial

I have two items for the next agenda- can you please send the request form to me on e mail?

Thanks for your assistance.

Katerina

Katerina Rice Dittmore  
Grant Development Services  
PO Box 33043  
Austin, TX 78764  
Ph: 512.707.0455  
Fax: 512.707.7211

\_\_\_\_\_ NOD32 1.1553 (20060522) Information \_\_\_\_\_

This message was checked by NOD32 antivirus system.  
<http://www.eset.com>

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Incoming mail is certified Virus Free.  
Checked by AVG anti-virus system (<http://www.grisoft.com>).  
Version: 6.0.788 / Virus Database: 533 - Release Date: 11/1/2004

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