



## CITY COUNCIL REGULAR MEETING

**Monday, June 08, 2026 – 6:00 PM**

109 North Kaufman Street, Mount Vernon, Texas 75457

*Our mission: to provide effective and fiscally responsible municipal services in a manner which promotes our high standard of community life.*

*Vision Statement Mount Vernon is a caring community committed to excellence and quality of life, aspiring to be the community of choice for ourselves, our children, and future generations – beautiful, clean, vibrant, and safe. We will strive to preserve our heritage, our friendly hometown atmosphere, and celebrate the diversity of all our citizens.*

---

### AGENDA

#### **Call to Order**

The Mayor will determine that a quorum of Councilpersons is present and Call the meeting to order.

#### **Invocation and Pledges**

#### **Consent Agenda**

Items on the Consent Agenda may be approved by a single action of the Council, with such approval applicable to all items appearing on the Consent Agenda. A Council Member may request any item to be removed from the Consent Agenda and considered as a separate item.

1. Minutes 05/11/2026
2. Consider Resolution Number 26-13, Updating Signatories at Alliance Bank
3. Consider Interlocal Agreement with Franklin County for Tax Assessment and Collection

#### **Report on Items of Community Interest**

The City Council will have an opportunity to address items of community interest.

#### **Citizen Participation (3 minutes)**

The Texas Open Meetings Act prohibits the Council from responding to any comments other than to refer the matter to a future agenda, to an existing policy, or to make a statement of factual information. Claims against the City Council, or employees, as well as individual personnel appeals are not appropriate for citizens' forum.

#### **Items to be Considered**

4. Consider Resolution Number 26-12, Appointing a Mayor Pro-Tem
5. Consider Ordinance Number 2026-02, Changing the day of the regular Council meeting
6. Consider Ordinance Number 2026-03, Regarding the City Secretary
7. Consider Ordinance Number 2026-04, Creating the Office of the City Administrator
8. Consider proposal from Pape Dawson for professional services
9. Consider Appointment of Municipal Judge
10. Consider Resolution Number 26-14, Authorizing an Appointment to the Ark-Tex Council of Governments Board of Directors

**Discussion Items and Mayor/Council/City Administrator Reports**

- 11. Main Street Accreditation
- 12. TxDOT Road Closure for Country Fest
- 13. School Safety Zone, Rutherford Street

**Presiding Officer to Adjourn the City Council Meeting**

**Notes to the Agenda**

The Council reserves the right to retire into executive session under Sections 551.071/551.074 – of the Texas Open Meetings Act concerning any of the items listed on this Agenda, whenever it is considered necessary and legally justified under the Open Meetings Act.

Persons with disabilities who plan to attend this meeting and who may need assistance should contact the City Secretary at 903-537-2252 two working days prior to the meeting so that appropriate arrangements can be made.

The City of Mount Vernon regular meeting is the second Monday of each month at 6:00 pm in Council Chambers. Any individual desiring official action from the Council should submit a request to the office of the City Administrator not later than fifteen (15) days prior to the Council meeting.

**CERTIFICATION**

I do hereby certify that this Public Meeting Notice was posted at the front entrance of City Hall located at 109 N Kaufman St., Mount Vernon, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on:

Date\_\_\_\_\_ Time\_\_\_\_\_

Angie Pike,  
City Secretary



## CITY COUNCIL REGULAR MEETING

**Monday, May 11, 2026 – 6:00 PM**

109 North Kaufman Street, Mount Vernon, Texas 75457

*Our mission: to provide effective and fiscally responsible municipal services in a manner which promotes our high standard of community life.*

*Vision Statement Mount Vernon is a caring community committed to excellence and quality of life, aspiring to be the community of choice for ourselves, our children, and future generations – beautiful, clean, vibrant, and safe. We will strive to preserve our heritage, our friendly hometown atmosphere, and celebrate the diversity of all our citizens.*

---

### MINUTES

#### Call to Order

Mayor Hyman called the meeting to order at 6:00 pm

Present: Mayor Brad Hyman, Mayor Pro Tem Mark Huddleston, Councilwoman Mary Keys, Councilwoman Rebecca Bailey, Councilman Martin Carrascosa

Absent: Councilman Harold Cason

Staff: City Administrator Craig Lindholm, City Secretary Angie Pike

#### Invocation and Pledges

Invocation led by City Administrator Craig Lindholm

#### Consent Agenda

1. Minutes 04-13-2026

*Motion made to approve consent items as presented, by Member Carrascosa, seconded by Member Keys  
All in favor, none opposed*

#### Report on Items of Community Interest

##### Citizen Participation (3 minutes)

Member Huddleston addressed the Council regarding Mount Vernon and his family's decision to make it home, comparing it to a modern-day Mayberry. Huddleston spoke of the division he witnessed in Mount Vernon during the election and the tremendous compassion received by his family after a recent tragedy. He went on to advise that all communities will face challenges, but how people respond is what matters and by choosing listening and cooperation over conflict, people can work together to build a stronger, more united community—a modern-day Mayberry.

Mayor Hyman also spoke of the special character of the community. He thanked members of City staff, Franklin County Commissioners Court, Paws of Franklin County, and the Council for all of their hard work and the agreements with the County and Paws that have allowed for expanded services for the City and the County. He went on to speak about other departments and the achievements that have happened over the past few years; including multiple grants awarded infrastructure improvements, and economic development opportunities that have occurred. He further spoke of the current financial status of the city and clarified what he described as some misconceptions held by the public; thanking staff and Council Member Keys for all of their hard work. He finished by encouraging the Council and community to keep the City moving in a positive direction and expressed his gratitude for the opportunity to serve.

#### Items to be Considered

2. Consider Resolution 26-11, canvassing of election results for the May 02, 2026 General Election.

*Motion made by Member Huddleston to approve Resolution No. 26-11, as presented, seconded by Member Carrascosa  
All in favor, none opposed*

Mayor Hyman administered the oath of office to newly elected Council Member Sally Eng and re-elected Member Martin Carrascosa

Franklin County Judge Scott Lee echoed the remarks of Council Member Huddleston and outgoing Mayor Hyman, highlighting the strong partnership between County and the City over the past few years and encouraged the new mayor and Council to continue fostering that collaboration. Judge Lee then administered the oath of office to the newly elected Mayor, Greg Ostertag.

*The newly elected officials then took their places with the rest of the Council.*

Mayor Ostertag then addressed the chamber, thanking the outgoing mayor and encouraged the community to take the sentiments expressed to heart and move forward together.

3. Request to be Placed on Agenda by Courtney Bean Regarding Chapter 15 of the Code of Ordinances

Courtney Bean, Proverbs Kitchen, addressed the Council regarding current ordinances regarding food trucks and itinerant vendors, highlighting specific changes to be made, referencing recent legislation by the State Legislature and necessary changes to the ordinances. She thanked the City for recent changes to allow produce on the square and encouraged the City to support more small business operators.

Ashley Thomas, A Wicked Love for Food, addressed the Council, explaining that she owns and operates a food truck in and around the City. She spoke of rising costs for small businesses and encouraged the Council to consider these factors when moving forward with ordinance changes.

City Administrator and City Secretary explained that there are three pieces of legislation recently passed by the State affecting not only Chapter 15, but Chapter 10 as well. Staff is working with the City Attorney on this item and will bring that to Council when amendments are prepared.

**Discussion Items and Mayor/Council/City Administrator Reports**

**Presiding Officer to Adjourn the City Council Meeting**

*Motion made by Member Huddleston to adjourn at 6:48 pm, seconded by Member Bailey  
All in favor, none opposed*

**Approved:**

**Attest:**

\_\_\_\_\_  
**Greg Ostertag, Mayor**

\_\_\_\_\_  
**Angie Pike, City Secretary**

# RESOLUTION No. 26-13

## A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES ON BANK ACCOUNTS IN THE NAME OF THE CITY OF MOUNT VERNON

**WHEREAS**, the Alliance Bank of Mount Vernon is the depository bank for the City of Mount Vernon; and

**WHEREAS**, the City Council desires to approve persons authorized to sign for transactions on accounts in the name of the City of Mount Vernon.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS:**

**SECTION 1.** That the financial instruments of this City, drawn on Alliance Bank; for transfer or withdrawal of funds of the City on deposit in said bank, in whatever form, shall be signed by two (2) of the following persons:

<u>Name</u>	<u>Title</u>
Greg Ostertag	Mayor
Mary Keys	Council Member
Craig Lindholm	City Administrator
Andrew Pudell	Finance Director
Rebecca Elliott	Finance Consultant
Angie Pike	City Secretary

**SECTION 2:** Any prior ordinance, resolution or other prior action which may be in conflict with this resolution is hereby rescinded.

**SECTION 3:** This Resolution shall become effective immediately upon its passage.

**PASSED AND APPROVED** this the 08th day of June, 2026

**Approved:**

By: \_\_\_\_\_  
Greg Ostertag, Mayor

**Attest:**

By: \_\_\_\_\_  
Angie Pike, City Secretary

THE STATE OF TEXAS X

COUNTY OF FRANKLIN X

INTERLOCAL AGREEMENT FOR  
ASSESSMENT AND COLLECTION OF TAXES

On this 11<sup>th</sup>, day of May 2026, hereinafter called the “**City of Mt. Vernon**”, and **FRANKLIN COUNTY**, hereinafter called “County”, enter into the following agreement pursuant to the authority granted by **TEXAS PROPERTY TAX CODE** Sections 6.23, 6.24, and **TEXAS GOVERNMENT CODE** Chapter 791

WITNESSETH:

WHEREAS, it would be economically advantageous to both the Taxing Unit and the County to consolidate the tax assessment and collection functions; and

WHEREAS, in entering into this Agreement, it is the intention of the Taxing Unit and the County that upon commencement of the term of this Agreement as herein stated, the County shall for the said term of this Agreement provide such necessary tax assessment and collection services;

NOW, THEREFORE, the said parties have and do hereby covenant and agree as follows:

1. The County shall collect the ad valorem property taxes owing to the Taxing Unit for that portion of Taxing Unit and those accounts and property appraised of Taxing Unit found within the same boundaries of County and shall perform all assessment and collection duties and functions imposed by law upon the tax assessor and collector for the Taxing Unit for that portion of Taxing Unit and those accounts and property appraised of Taxing Unit found within the same boundaries of County, including, but not limited to the following:

- a) calculation of taxes;
- b) preparation of tax roll;
- c) proration of taxes;
- d) correction of clerical errors in tax rolls;
- e) collection of tax liabilities;
- f) issuance of refunds;

- g) calculation and publication of an effective tax rate;
- h) timely preparation and mailing of current tax bills;
- i) preparation and mailing of delinquent tax bills;
- j) statement of delinquent tax mailing provided to Taxing Unit on a quarterly basis;
- k) remittance of taxes collected to the Taxing Unit;
- l) provide monthly reports of collections and annual reports of all taxes collected or delinquent.

2. The County shall remit all collections to the Taxing Unit's depository by mail two days after they are processed and deposited in the County's depository (or on a weekly basis, if so requested).

3. The County shall retain all fees charged for the issuance of tax certificates and any interest accruing upon tax payments while deposited in the County's depository prior to remittance to the Taxing Unit. The County shall expend such retained funds solely on tax assessment and collection services.

4. The County shall provide an annual independent audit of all funds collected for the Taxing Unit, all funds retained by the county, all cost payments received by the County from the Taxing Unit as required by this Agreement, and all expenditures made by the County in its performance under this Agreement. Said audit shall be conducted by a certified public accounting firm, and a copy of the audit report shall be provided to the Taxing Unit at no additional cost.

5. The Taxing Unit authorizes the County to enter an agreement with a delinquent tax attorney on behalf of the Taxing Unit, as provided by TEXAS PROPERTY TAX CODE SECTION 6.30, for the collection of delinquent taxes owed to the Taxing Unit. The attorney's compensation shall comply with the additional penalty provisions of the Texas Property Tax Code and the contract for representation between the attorney and the taxing units or County. The attorney's compensation shall be paid by the Taxing Unit from the delinquent taxes, penalties and interest collected for the Taxing Unit by such attorney. The Taxing Unit authorizes the County to retain an amount equal to delinquent tax attorney fees stipulated in the attorney contract. County agrees to disperse said fees to the delinquent tax attorney on a periodic basis.

6. The Taxing Unit shall provide to the County, without charge, copies of all records necessary for performance by the County under this Agreement.

7. The Tax Assessor-Collector shall give bond conditioned on the faithful performance of his duties as Tax Assessor-Collector for the Taxing Unit. Said bond shall

be made payable to and shall be approved by the governing body of the Taxing Unit in an amount determined by such governing body. The Taxing Unit shall pay the premium for such bond from its current available revenues.

8. In consideration of the services to be rendered by the County, the Taxing Unit shall pay the County as follows:

- a) The Taxing Unit agrees to pay the County up one percent of assessed taxes per parcel, as determined by the County Judge and Commissioners Court.
- b) In the event that payments received exceed the actual cost of providing services pursuant to this Agreement, the County shall reimburse the Taxing Unit or credit future payments to be made by the Taxing Unit to the extent of the excess funds.
- c) In the event that payments received are less than the actual cost of providing services pursuant to this Agreement, the Taxing Unit shall reimburse the County all actual costs incurred for the collection of taxes, but not to exceed one dollar (\$1.00).
- d) In the event that the Taxing Unit's tax rate is rolled back or otherwise changed after the County begins collections for the Taxing Unit in any given year, the County will continue to act for the Taxing Unit in providing refunds to taxpayers or sending corrected billings. The cost of additional publications and notices will be the responsibility of the Taxing Unit. All costs incurred by the County for late and separate tax bill processing or issuance of corrected bills, or refunds associated therewith, shall be strictly accounted for by the County and shall be payable by the Taxing Unit upon submission of that accounting by the County. This cost shall be the actual cost of providing those extra services required by the rollback or change of tax rate.
- e) In the event that the Taxing Unit fails to adopt its tax rate before the last work day prior to the first Monday in September the costs for late and separate tax bill processing, if required, shall be accounted for by the County and shall be payable by the Taxing Unit upon submission of that accounting by the County.

9. The Taxing Unit agrees payments shall be retained from the tax disbursement the amount equal to charges stated above for services rendered.

10. This Agreement shall be effective on May 1, 2026 and shall continue in full force and effect through April 30, 2026 and thereafter, from year to year until such time either party hereto, by written notice to the other party, may terminate the same, such termination to be effective only if provided to the other party on or

before April 1 of the tax year in which the party intends for the Agreement to terminate, or by mutual consent of the parties. Any such termination shall be effective as of May 1 of such tax year. Upon termination, the County shall provide the Taxing Unit, without charge, copies of the Taxing Unit's current and delinquent tax rolls and of any additional tax records requested by the Taxing Unit.

11. It is agreed and understood that this Agreement is not transferable or assignable without the written consent and approval of the Taxing Unit. The terms herein stated shall be bound upon the parties hereto, their successors, assigns and legal representatives.

12. It is agreed and understood that each party paying for performance of governmental functions or services must make those payments from current revenues available to the paying party required by Tex. Gov. §791.011.

13. It is agreed and understood that payments made under this agreement must be and are in an amount that fairly compensates the performing party for the services or functions performed under the Agreement as required by Tex. Gov. §791.011.

14. County shall designate and does hereby designate the County Tax Assessor Collector to act on behalf of the County Tax Office, and to serve as Liaison for County with and between County and Taxing Unit. County Tax Assessor Collector and his/her designated substitute, shall ensure the performance of all duties and obligations of County as herein stated; shall devote sufficient time and attention to the execution of said duties on behalf of County in full compliance with the terms and conditions of this Agreement, shall provide immediate and direct supervision of County Tax Office employees, agents, contractors, subcontractors, and/or Laborers, if any, in the furtherance of the purposes, terms, and conditions of this Agreement for the mutual benefit of County and Taxing Unit.

15. Taxing Unit agrees to and accepts full responsibility for the acts, negligence, and/or omissions of all Taxing Unit employees and agents, subcontractors, and/or contract laborers, and for those of other persons doing work under contract or agreement with Taxing Unit.

16. Taxing Unit understands and agrees that Taxing Unit, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of County.

17. County understands and agrees that County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of Taxing Unit, other than as tax collectors.

18. The provisions of this Agreement are severable. If any paragraph section, subdivision, sentence, clause or phrase of this Agreement is for any reason held to the contrary to law or contrary to any rule or regulation having force and effect of law, such decision shall not affect the remaining portions of the Agreement.

IN WITNESS WHEREOF, the respective parties hereunto set their hands

This 11<sup>th</sup> day of May, 2026

FRANKLIN COUNTY

BY: Scott Lee  
Franklin County Judge

BY: \_\_\_\_\_

BY: M. M. Skair II  
Franklin County Tax Assessor-Collector

WITNESS Pradeep Buncie



# RESOLUTION No. 26-12

## A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS, APPOINTING A MAYOR PRO-TEMPORE

**WHEREAS**, in accordance with the provisions of the Local Government Code, Sec. 22.037(b), "At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as Mayor Pro tempore for a term of one year".

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS:**

1. That Council Member \_\_\_\_\_ is hereby designated Mayor Pro Tempore of the City of Mount Vernon, Texas, who shall serve in such capacity until the next regular city election in 2027.
  
2. That said Mayor Pro Tempore has been duly elected by the members of the City Council of the City of Mount Vernon, by having received at least three (3) affirmative votes.

**PASSED AND APPROVED** this the 08th day of June, 2026

**Approved:**

By: \_\_\_\_\_  
Greg Ostertag, Mayor

**Attest:**

By: \_\_\_\_\_  
Angie Pike, City Secretary

# ORDINANCE No. 2026-02

## AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS, AMENDING CHAPTER 2, ARTICLE II OF THE CODE OF ORDINANCES RELATED TO MEETING DAY FOR THE CITY COUNCIL; PROVIDING A SEVERABILITY CLAUSE; REPEALING CLAUSE; AND EFFECTIVE DATE

**WHEREAS**, the City Council is tasked with determining the most appropriate time and day to hold regular meetings of the governing body; and

**WHEREAS**, the City Council of the City of Mount Vernon, Texas has determined that the following section of the current Code of Ordinances should be amended.

### NOW THEREFORE, THE CODE OF ORDINANCES FOR THE CITY OF MOUNT VERNON, TEXAS IS AMENDED AS FOLLOWS:

#### Section 1. AMENDMENTS:

The findings set forth below are incorporated into the body of this Ordinance; with deletions struck through and additions in italics:

#### CHAPTER 2; ARTICLE II, SECTION 2-35 - DIVISION 2. COUNCIL MEETINGS

Sec. 2-35. Time and place of meetings; calling special meetings.

Regular meetings of the city council shall be held on the ~~second Monday~~ *first Thursday* in each month or as soon thereafter as possible, in such place within the city as may be determined by the council, and at such time as the council may decide upon; and whenever occasion may require it or whenever deemed proper to do so, the mayor or city ~~secretary~~ *administrator* or any three (3) council members may call a special meeting of the council by verbal or written notice through the city secretary to each member, ~~served personally on them, or left at their usual place of abode.~~ *by electronic mail notification.*

#### Section 2. ADDENDUM:

All items affected by this amendment shall be renumbered accordingly, to accommodate additions or deletions listed above.

#### Section 3. SEVERABILITY CLAUSE:

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

#### Section 4. REPEALING CLAUSE:

Any provision of any prior ordinance of the City whether codified or uncoded, which are in conflict with any provisions of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncoded, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

#### Section 5: EFFECTIVE DATE:

This Ordinance shall become effective immediately upon its passage.

**PASSED ADOPTED AND APPROVED** this the 08th day of June, 2026

Item 5.

---

Greg Ostertag, Mayor

**Attest:**

---

Angie Pike, City Secretary

# ORDINANCE No. 2026-03

## AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS, AMENDING CHAPTER 2, ARTICLE 21 OF THE CODE OF ORDINANCES RELATED TO APPOINTED OFFICERS; PROVIDING A SEVERABILITY CLAUSE; REPEALING CLAUSE; AND EFFECTIVE DATE

**WHEREAS**, the City Council has the responsibility of overseeing or delegating the appointment of all staff who are employed by the City;

**WHEREAS**, the City Council of the City of Mount Vernon, Texas has determined that the following section of the current Code of Ordinances should be amended.

### **NOW THEREFORE, THE CODE OF ORDINANCES FOR THE CITY OF MOUNT VERNON, TEXAS IS AMENDED AS FOLLOWS:**

#### **Section 1. AMENDMENTS:**

The findings set forth below are incorporated into the body of this Ordinance; with deletions struck through and additions in italics:

#### **CHAPTER 2; SECTION 21 – Appointive Officers**

The appointive officers of the city shall be ~~a city secretary, who may be an employee of the city at the time of appointment, and which officer shall also be ex officio clerk of the municipal court;~~ *a municipal judge; a city attorney; a chief of police, and such other officers as the city council may deem necessary;* and may prescribe the duties and compensation of such officers.

#### **Section 2. ADDENDUM:**

All items affected by this amendment shall be renumbered accordingly, to accommodate additions or deletions listed above.

#### **Section 3. SEVERABILITY CLAUSE:**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

#### **Section 4. REPEALING CLAUSE:**

Any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provisions of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

#### **Section 5: EFFECTIVE DATE:**

This Ordinance shall become effective immediately upon its passage.

**PASSED ADOPTED AND APPROVED** this the 08th day of June, 2026

Greg Ostertag, Mayor

Item 6.

**Attest:**

---

Angie Pike, City Secretary

# ORDINANCE No. 2026-04

## AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS, AMENDING CHAPTER 16, ARTICLE 2, OF THE CODE OF ORDINANCES ADDING AN OFFICE OF CITY ADMINISTRATOR; PROVIDING A SEVERABILITY CLAUSE; REPEALING CLAUSE; AND EFFECTIVE DATE

**WHEREAS**, the City is the authority responsible for the management of all staff employed or contracted by the City of Mount Vernon; and

**WHEREAS**, in order to ensure a more efficient and timely management of all personnel, the office of the City Administrator is hereby created.

### **NOW THEREFORE, THE CODE OF ORDINANCES FOR THE CITY OF MOUNT VERNON, TEXAS IS AMENDED AS FOLLOWS:**

#### **Section 1. AMENDMENTS:**

The findings set forth below are incorporated into the body of this Ordinance; with deletions struck through and additions in italics:

#### **CHAPTER 16; SECTION 2 –**

*The office of city administrator is hereby established.*

#### *§ 16.02.001. Appointment and tenure.*

*The city administrator shall be appointed for an indefinite period of time and shall be subject to discharge at the will of the council. Appointment and removal shall require a majority vote of the city council. The city administrator shall be responsible to and report directly to the city council.*

#### *§ 16.02.002. Duties and powers.*

*The city administrator shall promptly and effectively execute or cause to be executed and carried out all duties and responsibilities delegated to him by the city council. Such duties and powers include:*

- (1) To devote all his working time and attention to the affairs of the city and to be responsible to the city council for the efficient administration of the city's affairs.*
- (2) To see that all provisions of federal, state, and local laws, ordinances and resolutions are enforced.*
- (3) To exercise supervision over all departments created by the council. To correlate all of the city's governmental and proprietary functions. In relation to employment and discharge of city employees, the city administrator shall neither employ nor discharge any department head without prior council approval. No city employee within a department may be employed or discharged without the prior knowledge of the department head over such employee or position. In the event the department head is in disagreement with the city administrator regarding the employment or discharge of an employee within that department, the department head shall notify the city administrator who shall delay any decision in the matter pending council action to resolve the matter.*
- (4) In regard to administrative and executive duties under the jurisdiction of the city administrator, the council and its members shall deal through the administrator, and neither the council nor any member thereof shall give orders to any subordinate of the city administrator either privately or publicly. Any willful violation of this provision by any member of the council shall constitute official misconduct.*
- (5) To attend all meetings of the council with a right to take part in the discussion but having no vote and to be notified of all special meetings of the council.*

*(6) To take to the council in timely manner all reports, documents, tax rolls, and other written documents the city business as required by law and prudent management.*

**Section 2. ADDENDUM:**

All items affected by this amendment shall be renumbered accordingly, to accommodate additions or deletions listed above.

**Section 3. SEVERABILITY CLAUSE:**

It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 4. REPEALING CLAUSE:**

Any provision of any prior ordinance of the City whether codified or uncodified, which are in conflict with any provisions of the Ordinance, are hereby repealed to the extent of the conflict, but all other provisions of the ordinances of the City whether codified or uncodified, which are not in conflict with the provisions of this Ordinance, shall remain in full force and effect.

**Section 5: EFFECTIVE DATE:**

This Ordinance shall become effective immediately upon its passage.

**PASSED ADOPTED AND APPROVED** this the 08th day of June, 2026

\_\_\_\_\_  
Greg Ostertag, Mayor

**Attest:**

\_\_\_\_\_  
Angie Pike, City Secretary

April 29, 2026

Mr. Craig Lindholm  
City Administrator  
EDC Director  
The City of Mt. Vernon, TX  
109 N. Kaufman St.  
Mount Vernon, Tx 75457

Via E-mail: [clindholm@comvtx.com](mailto:clindholm@comvtx.com)

Re: 250-acre City Tract  
Proposal for Land Planning Services

Dear Mr. Lindholm:

**Pape-Dawson will provide Land Planning Consultant Services for the project known as 250-acre City Tract (the “Project”), as defined in the scope below.**

- **The proposed project scope known as 250-acre City Tract for Land Planning services includes working with the City to determine the goals and objectives the City has for this project, prepare a Conceptual Land Use Plan to determine the location of housing product types, commercial use areas, main road and open space networks, form the Conceptual Land Use Plan then prepare a Schematic Lotting Plan indicating the potential layout of residential streets and lots/units.**

Our proposed scope of services and associated fees are as follows:

**I. PLANNING RESEARCH INVENTORY & ANALYSIS (TASK 840) \$2,000**

The Consultant will gather information and data which might affect the development plan for the site. The information is to be analyzed by the Consultant and reviewed with the Client, as necessary, to support accuracy and avoid potential delays and conflicts. This task includes, but not limited to:

- Development code research
- Identify and analyze existing physical conditions of the site
  - Topography
  - Floodplain
  - Drainage
  - Easements
  - Unique site features
  - Opportunities/Constraints

**II. CONSULTATION (TASK 895) \$2,500**

The Consultant is to meet with the Client, his engineer, and / or other consultants, as well as, the appropriate governmental authorities to form the parameters for developing the subject property in conformance with applicable regulations while accommodating the desired goals of the Client. This task includes, but not limited to:

- All meetings with clients, their consultants or representatives, and regulatory agencies
- Meet with the Client, and their consultant team as appropriate, for a project kick-off meeting.
  - Review/prepare project goals and objectives
  - Receive Client direction as to lot sizes and mix of products
  - Review known opportunities and constraints
  - Set project schedule

**Note: This task will be billed as Time and Materials not to exceed the fee provided. If additional Consultation time is necessary an additional service request will be provided**

**III. LAND USE PLANNING (TASK 820) \$8,500**

Based upon the information collected, the Consultant is to prepare up to two (2) initial and one (1) final conceptual land use plans for the Client's review and approval. These plans may be initially prepared by hand, but are to be converted into AutoCAD, generally to scale, and indicate suggested major thoroughfare and / or collector street alignments, drainage facilities and utility easements, as well as, any other physical encumbrances affecting the overall plan for the site. Consideration to be given to the resulting tracts that are created by the physical characteristics in terms of ultimate land use and development. The plan(s) are to indicate residential cells, proposed utility, and drainage facility sites, as well as, any other special land use site required by the Client. A general indication of potential lot yield and acreage of commercial reserves, if any, is to be reflected on the conceptual plan.

- Review and discuss with Client the Conceptual Master Plans and land use summaries to determine the preferred concept.
  - Billed within the Consultation task.
- Attend and participate in strategy meetings with the Client, Client's civil engineer and other consultants.
  - Billed within the Consultation task.
- Based on the Client comments of the initial Conceptual Master Plans Consultant will develop a Final Master Plan, in an AutoCAD format, for use in preparing the entitlement documents and for marketing purposes.

**Note: Any revisions or additional scope changes to be billed as Time and Materials, unless an additional service amount is agreed upon**

#### IV. SCHEMATIC LOTTING (TASK 821)

\$18,500

The Consultant is to analyze the data collected and incorporate the design parameters using the approved Conceptual Master Plan to generate up to two (2) initial and one (1) final schematic plans for the Client’s review and approval. These plans may be initially prepared by hand, but are to be converted into AutoCAD, generally to scale, and indicate suggested street patterns and lot layout. Additionally, the acreage of reserve tracts, including recreation and landscape reserves, are to be reflected on the plan(s).

These Schematic Lotting Plans is to be developed:

- Based on the lot mix provided by the Client to evaluate the approximate development capacity;
  - Include alternative lot layouts and platting concepts that may be appropriate in responding to the site features; and
  - Prepare a land use summary that includes:
    - Residential Lot sizes, quantities, and acreages;
    - Non-residential uses and acreages; and
    - Open Space acreages.
- Attend and participate in strategy meetings with the Client, Client’s civil engineer and other consultants.
  - Billed within the Consultation task.
- Based on the Client comments of the initial Schematic Lotting Plans Consultant is to develop a Final Schematic Lotting Plan, in an AutoCAD format, for use in platting the property.

**Note: Any revisions or additional scope changes to be billed as Time and Materials, unless an additional service amount is agreed upon**

#### **THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:**

- ◆ *Any professional opinions or recommendations related to our scope of work shall be provided in written format on Pape-Dawson letterhead and not solely expressed verbally in meetings or as part of any demonstrative presentation or email discussions.*
- *Compensation for Additional Services to be negotiated and agreed upon in writing by both Owner and Consultant prior to commencement of work upon the Additional Services.*
- *The following tasks are **expressly excluded** from the scope of services:*
  - *Surveys – Topographic and boundary survey. Nor construction staking.*
  - *Existing Utility Information and Plans – existing on-site and offsite public and private utility drawing and information*
  - *Base Information – Client and or project Civil engineer to provide all digital base information*
  - *Civil plans, including any utilities, mass grading, drainage that may be required.*

- *Building/Structure Architectural Plans, including any utilities, structural that may be required or other architectural plans that are not specifically described in Scope of Services*
- *Landscape Architecture.*
- *Any amendments to the program elements that result in additional design will result in an add service.*
- *Illustrative plans, models, and drawings not specifically described in Scope of Services*
- *Agency review fees and impact fees are not included herein.*
- *City, state, or county-required fees are not included herein*
- *Additional site visits/ meetings not within the Scope of Services, if required, will be billed hourly.*
- ◆ *This proposal assumes that the Owner or project Architect to submit the Pape-Dawson site/civil documents to the Texas Department of Licensing & Regulation for review of elements controlled by the Americans with Disabilities Act.*

**SUMMARY OF SCOPE AND FEES**

I.	Planning Research Inventory & Analysis	Task 840	Lump Sum	\$2,000
II.	Consultation	Task 895	Hourly	\$2,500
III.	Land Use Planning	Task 820	Lump Sum	\$8,500
IV.	Schematic Lotting	Task 821	Lump Sum	\$18,500
				<b>Total: \$31,500</b>

**Notes:**

- i. Budgets shown as hourly or allowance are estimates of the anticipated costs and will be billed on an hourly time and materials basis.*
- ii. Tasks that are shown lump sum will be billed on a percent complete basis.*

**BASIS OF COMPENSATION**

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$31,500** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does not include Direct Expenses (defined below. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

**AGREEMENT**

The attached Terms and Conditions set out as Exhibit A are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson’s sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,  
Pape-Dawson Consulting Engineers, LLC

**THE CITY OF MT. VERNON, TX**



Elliott Richter, RLA  
Senior Project Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF MT. VERNON, TX  
ACCOUNTS PAYABLE CONTACT INFO**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Attachments:

- Pape-Dawson Terms & Conditions
- PD Schedule of Hourly Rates

# PAPE-DAWSON

## SCHEDULE OF REPRESENTATIVE RATES

Effective: December 30, 2024

<b><u>Classification</u></b>	<b><u>Fixed Hourly Rate</u></b>
Executive Officer	\$450.00
Executive Vice President	\$450.00
Managing Principal	\$400.00
Senior Vice President	\$400.00
Managing Vice President	\$390.00
Vice President	\$390.00
Associate Vice President	\$380.00
Practice Leader	\$380.00
Senior Associate	\$380.00
Design Leader	\$310.00
Program Control Director	\$380.00
Client Services Manager	\$355.00
Construction Operations Leader	\$350.00
Senior Project Manager	\$315.00
Principal Engineer	\$270.00
Project Manager	\$240.00
Assistant Project Manager	\$210.00
Senior Project Engineer	\$230.00
Senior Project Engineer - Ret.	\$280.00
Project Engineer	\$200.00
Engineer I	\$140.00
Engineer II	\$150.00
Engineer III	\$160.00
Engineer IV	\$180.00
Senior Designer	\$210.00
Designer	\$160.00
Technician	\$135.00
Technician - Intern	\$100.00
Platting Manager	\$250.00
Plat Coordinator	\$180.00
Senior Land Acquisition Agent	\$180.00
Senior Planner	\$275.00
Land Planner	\$160.00
Utility Coordinator	\$190.00
Landscape Architect	\$120.00
Program Manager	\$360.00
Production Manager	\$220.00
Project Controls Manager	\$275.00
Project Controls Specialist	\$165.00

Schedule of Representative Rates  
 Effective: December 30, 2024  
 Page 2 of 2

Senior Project Coordinator	\$230.00
Project Coordinator	\$185.00
Senior Construction Manager	\$270.00
Construction Manager	\$255.00
Senior Construction Inspector	\$185.00
Construction Inspector	\$150.00
Senior Construction Representative	\$190.00
Construction Representative	\$140.00
Field Manager	\$200.00
Field Coordinator	\$160.00
Senior Field Coordinator	\$220.00
Sr. Environmental Scientist / Geologist / Archaeologist	\$250.00
Project Environmental Scientist / Geologist / Archaeologist	\$160.00
Staff Environmental Scientist / Geologist / Archaeologist	\$120.00
Survey Manager	\$290.00
Project Surveyor	\$275.00
S.I.T.	\$160.00
Senior Survey Technician	\$195.00
Survey Technician	\$155.00
Geospatial Manager	\$215.00
Geospatial Staff	\$160.00
Director of GIS	\$350.00
GIS Manager	\$200.00
GIS Analyst	\$160.00
Data Analyst	\$140.00
Document Controls Specialist	\$200.00
Administrative Assistant	\$140.00
Operations/Clerical	\$90.00
<b>Survey Crew Units</b>	
Survey Crew (4 person) with equipment	\$350.00
Survey Crew (3 person) with equipment	\$310.00
Survey Crew (2 person) with equipment	\$230.00

**EXHIBIT "A"**  
**PAPE-DAWSON CONSULTING ENGINEERS, LLC**  
**RE: 250 -ACRE CITY TRACT (the "Project")**  
**TERMS AND CONDITIONS**

Pape-Dawson Consulting Engineers, LLC, hereinafter referred to as "Consultant", has agreed to provide Professional Services to **THE CITY OF MT. VERNON, TX** hereinafter referred to as "Client," pursuant to the terms set out in a Proposal Letter Agreement with Scope of Services and Compensation (the "Proposal") executed by Client and these Terms and Conditions.

**ARTICLE 1: SERVICES**

Consultant agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement.

**ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS**

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Consultant shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

**ARTICLE 3: CHANGES**

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Consultant is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Consultant's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should commencement of the individual tasks or services set out in the Proposal not be initiated within three (3) months of the date of execution of the Proposal by Client, Consultant reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

3.5 If after the commencement of work, Consultant's performance of the individual tasks or services is suspended at the instruction of client for a period of three (3) cumulative months, Consultant may at its sole discretion submit to client an invoice for all tasks and services performed prior to suspension, and Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Consultant may terminate this Agreement in accordance with the provisions of Article 7.1 herein.

**ARTICLE 4: THE TERM**

4.1 **Term.** Consultant shall be retained by Client as of the date Client executes the Proposal, Consultant shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Consultant's Services are terminated under provisions of the Agreement.

**ARTICLE 5: DUTIES**

5.1 **Access.** Client will provide Consultant with access to the Property or to any other site as required by Consultant for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever he observes or otherwise becomes aware of any defect in the work; and provide any recordings, transcripts, notes, and/or minutes taken during any meetings between Client and Consultant upon request, inclusive of any artificial intelligence-generated documents. If either Client or Consultant intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

Client shall also do the following and pay all costs incident thereto: Furnish to Consultant core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Consultant, all of which Consultant may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

**5.3 Other Information.** Consultant will rely upon commonly used sources of data, including database searches and agency contacts. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

**5.4 Indemnity.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent acts, errors or omissions of the Consultant in the performance of the professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Consultant shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Consultant or any of its subcontractors. To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

**5.5 Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Consultant will be at the Client's sole risk. Client agrees to indemnify the Consultant, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

**5.6 Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Consultant from providing any notices or reports that it may be required by law to give to governmental entities.

**5.7 Laboratory Services.** In performing environmental services, Consultant may make use of an independent testing laboratory. Consultant will not, and Client shall not rely upon Consultant to, check the quality or accuracy of the testing laboratory's services.

**5.8 Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant, including

but not limited to suspension of Consultant's work as set forth in **Item 8.** Article 3.5 herein. Should Consultant call for contract renegotiation due to such changed conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

**5.9 Opinions of Cost.** Should Consultant provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant has no control over market conditions.

**5.10 Construction Observation.** If construction phase services are included in the basic services, the Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

**5.11 Subconsultants.** Consultant may employ such Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

## ARTICLE 6: COMPENSATION OF SERVICES

**6.1 Compensation of Services.** Consultant's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

**Compensation.** Client agrees to pay Consultant for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Consultant reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Consultant shall notify Client of any hourly billing rate adjustments when they go into effect.

**Payments.** Consultant will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Consultant at the address or ACH noted in the monthly invoice,

full amount of each such invoice upon receipt. In no event shall Consultant's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Any State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Consultant the applicable Sales Tax on services and said tax is not considered a part of Consultant's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Consultant within thirty (30) days after the invoice date, Consultant may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Consultant under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Consultants' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Consultant all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

#### ARTICLE 7: TERMINATION OF SERVICES

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Consultant's services, either by Client or by Consultant, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Consultant shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Consultant has failed or refused to prosecute the work efficiently, promptly or with diligence, the Consultant shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Consultant, Client shall pay Consultant with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Consultant's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments which had become firm before the termination.

#### ARTICLE 8: RELATIONSHIP OF PARTIES

8.1 **Independent Contractor:** It is understood that the relationship of Consultant to Client shall be that of an

independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.

#### ARTICLE 9. LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Consultant and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Consultant's total fee. In no event will Consultant, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions whose existence Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with Consultant or payments of any amount due to Consultant in any way contingent upon Consultant's signing any such certification.

9.3 **Execution of Documents.** The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Consultant shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

#### ARTICLE 10: MISCELLANEOUS

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Consultant and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in the Texas County court where the Services are performed.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future law

such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**10.5 Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

**10.6 Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Consultant, Client and their respective legal representatives, successors and permitted assigns. Neither Consultant nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Consultant's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Consultant gives Client prior and specific written approval.

**10.7 Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**10.8 Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**10.9 No Warranty.** Consultant makes no warranty, either expressed or implied, as to Consultant's findings, recommendations, plans, specifications, or professional advice. Consultant has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.

**10.10 Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.

**10.11 NON-SOLICITATION.** During the term of this Agreement and for a period of two (2) years thereafter, neither Client, nor its affiliates, nor any of their respective employees, agents, owners, officers, members, shareholders, or directors ("Client Entities") shall directly, or indirectly through another person or entity: (i) induce or attempt to induce any employee, agent, owner, officer, member, shareholder, director, client, customer, vendor or supplier, or other business relation of Consultant ("Business Relation") to leave the employ of, or terminate its contract, affiliation, or other business relationship with Consultant, (ii) hire or recruit away any Business Relation of Consultant, within two (2) years after such person ceased to be affiliated with Consultant, (iii) induce or attempt to induce any Business Relation of Company to cease doing business with Consultant or its other Business Relations, or (iv) otherwise interfere with, sabotage, or otherwise undermine any of the foregoing relationships.

**10.12** Complaints regarding surveying may be filed with the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, TX 78741



# PAPE-DAWSON

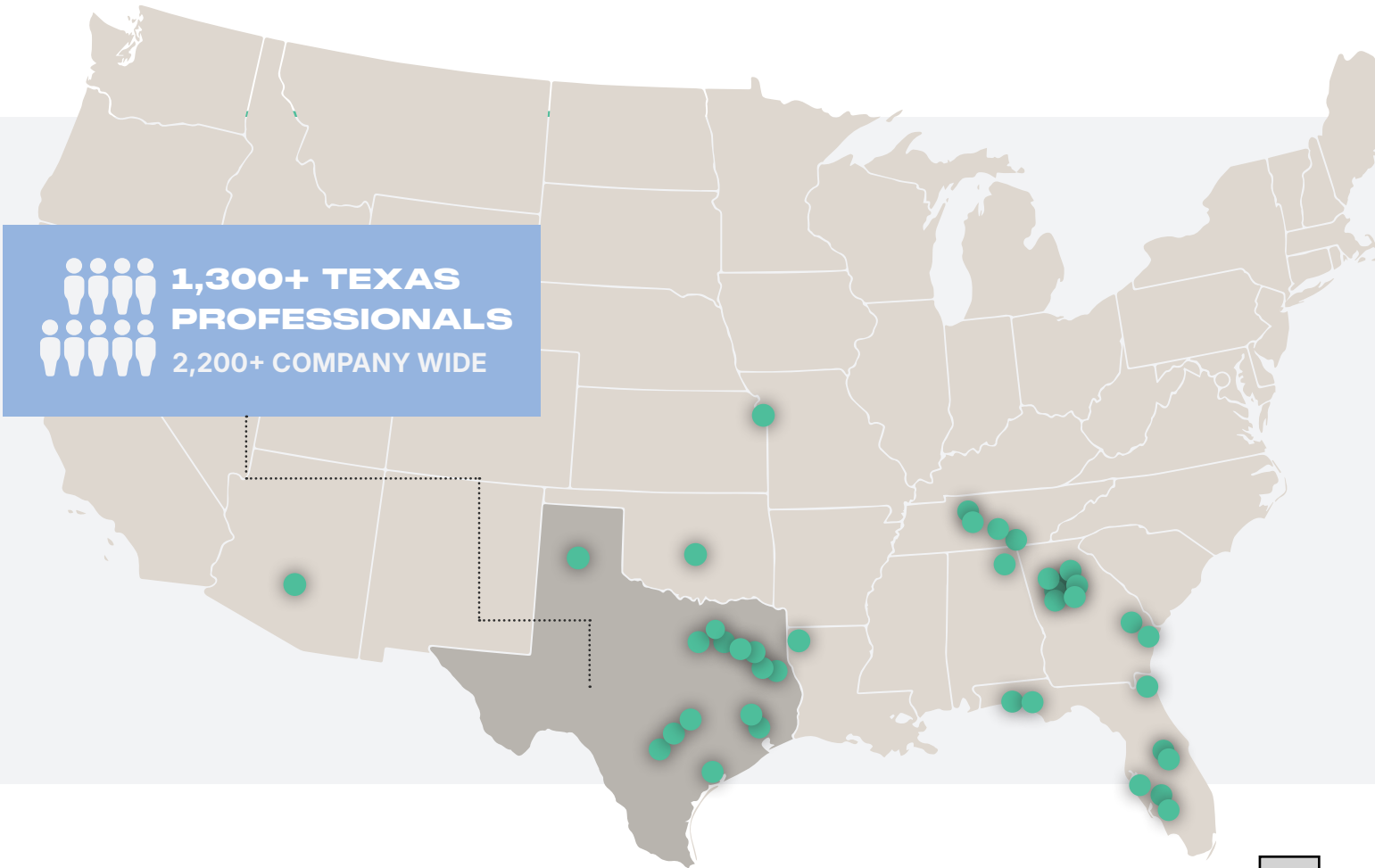
**STATEMENT OF QUALIFICATIONS**  
JANUARY 2026

# WHO WE ARE

At Pape-Dawson, we're about more than engineering. We are diligent, hardworking problem solvers with a passion for making a difference not only through our work, but also through our commitment to being community partners.

Our engineers, surveyors, planners, landscape architects, environmental scientists, archaeologists, data analysts, and construction management professionals work closely with clients and each other to deliver award-winning infrastructure and development projects that positively impact our communities.

We are proud to contribute to critical infrastructure improvement projects, thoughtful master planned communities, industrial sites, educational campuses, healthcare facilities, and retail and commercial developments that improve quality of life.



# AREAS OF SERVICE



## LAND DEVELOPMENT

Pape-Dawson specializes in the planning and design of office, retail, hospitality, industrial, education, single-family, and multi-family developments. We serve our clients at every step of the development process. Whether it is conducting feasibility or traffic studies, or helping navigate the intricacies of platting, our team has the experience to keep projects moving forward.

## LAND PLANNING

Pape-Dawson partners with clients to ensure creative land plans make economic and social sense. We ask important questions early on, carefully considering factors such as site access, visibility, accessibility, amenities, and impact, to achieve satisfaction for end users. Our goal is to understand our clients' overall vision for development, identify alternatives, and create comprehensive designs that optimize land use.

## LANDSCAPE ARCHITECTURE

Incorporating research into design, our team excels in producing landscape architecture that creates harmony between natural and manmade elements. Our designs are focused on visual aesthetics and sustainability, as we work to create thoughtful spaces that serve today's needs while respecting our land's resources for tomorrow.

## TRANSPORTATION

Pape-Dawson uses a comprehensive approach to transportation development, from planning to construction. We develop safe and efficient transportation systems by maintaining acute familiarity with local, state, and federal requirements, and through our commitment to serve as a partner to project stakeholders. From roadways, intersections, and signals to ADA compliance, sidewalks, transit, and traffic studies, our breadth and scope of experience spans a broad range of specialties.

## WATER & WASTEWATER

For more than half a century, Pape-Dawson has provided water and wastewater solutions to state and local government agencies, utility companies, and private developments. From collection and treatment to supply and distribution, our experienced team is dedicated to tackling water challenges with thoughtful planning, innovative technologies, and efficient project management tools.

## HYDROLOGY & HYDRAULICS

We are leaders in large-scale flood risk studies and utilize hydrologic and hydraulic models as a baseline for proposed infrastructure improvements. Pape-Dawson addresses the needs of urban drainage and river management by analyzing and creating plans for water cycle management, flood control, and sustainability. Our team has decades of experience performing hydrologic investigations, channel design, floodplain analysis, permitting, and more.

# AREAS OF SERVICE



## **SURVEYING & GEOSPATIAL**

Pape-Dawson's survey department conducts thousands of boundary, topographic, and improvement surveys every year. Our experience with a wide range of challenging projects equips us with a comprehensive understanding of regulations and best practices, as well as the versatility to select and apply the most appropriate surveying techniques to expertly address each client's needs. Our UAV and mobile mapping capabilities allow us to quickly and accurately map areas for site design, construction management, and asset inventory by land or air.

## **AVIATION PLANNING & DESIGN**

Our highly-skilled aviation team has completed projects for airports across the nation, from small general aviation airports to medium hub commercial service airports. Whether meeting the needs of the recreational flying community, acting as an economic catalyst for the region, or accommodating corporate aircraft, our team is dedicated to helping aviation clients meet their unique goals.

## **STRUCTURAL**

Focusing on longevity and resilience, Pape-Dawson delivers comprehensive structural designs, inspections, and rehabilitations. Our structural team specializes in detailed bridge designs encompassing a variety of beam and girder types crafted in steel and concrete. Our seasoned staff brings unmatched proficiency in the structural components of infrastructure projects, including water and wastewater treatment plants, lift and pump stations, steel control buildings, concrete masonry unit buildings, drainage outfalls, and erosion protection.

## **GEOGRAPHIC INFORMATION SYSTEMS (GIS)**

Pape-Dawson uses GIS to collect, manage, display, and analyze data in real time as we identify the geographic relationships that impact a project. Our planners, designers, and project managers use GIS for site selection analysis, planning and zoning, flood analysis, traffic mapping, utility and infrastructure management, asset tracking, project tracking, 3D mapping, and 3D analysis to help ensure each project is a success.

## **ENVIRONMENTAL**

Pape-Dawson's experience evaluating environmental resources, coupled with our familiarity with regulatory requirements, enables us to protect the environment while keeping projects moving forward. Minimizing client risk, our professional biologists, geologists, archaeologists, environmental scientists, and engineers guide clients through complex environmental regulations from initial constraints analysis to construction monitoring.

## **PROJECT DELIVERY**

Pape-Dawson has extensive experience delivering large, complex infrastructure programs. We plan ahead, assemble the right team, and develop customized processes to fit unique program requirements. Our cost-effective collaboration and project control tools maintain transparent communication across teams and expedite the decision-making process. From startup to delivery, we effectively maintain critical program elements such as cost and schedule.

# AWARDS

**ENGINEERING NEWS RECORD**

#69 in Top 500 U.S. Design Firms, 2025  
 #56 in Top 100 Pure Designers, 2025  
 #122 in Top 150 Global Design Firms, 2025

**ENGINEERING NEWS RECORD – TX & SOUTHEAST**

#11 in Top Design Firms, 2025  
 #6 in Texas, 2025  
 #9 in Tennessee, 2025  
 #2 in Commercial, 2025

**SAN ANTONIO BUSINESS JOURNAL**

#1 Engineering Firm, 2025  
 #1 Engineering Firm, 2024

**AUSTIN BUSINESS JOURNAL**

#11 Engineering Firm, 2025  
 #11 Engineering Firm, 2024

**DALLAS BUSINESS JOURNAL**

#7 Engineering Firm, 2025  
 #13 Engineering Firm, 2024

**HOUSTON BUSINESS JOURNAL**

#8 Engineering Firm, 2025  
 #11 Engineering Firm, 2024

**ACEC TEXAS ENGINEERING EXCELLENCE AWARDS**

Gold Award, 2024  
 National Recognition Award, 2024  
*Bexar County/TxDOT–State Highway 211*  
 Silver Award, 2023  
*UTSA–Roadrunner Athletics Center for Excellence*  
 Gold Award, 2022  
 Eminent Conceptor Award, 2022  
*Vista Ridge Regional Water Supply Project*

**AMERICAN PUBLIC WORK ASSOCIATION TEXAS CHAPTER**

Transportation Project of the Year, 2023  
*Bexar County/TxDOT–State Highway 211*  
 Transportation Project of the Year, 2022  
*City of New Braunfels–Elizabeth Avenue*

**PSMJ RESOURCES**

Circle of Excellence Award, 2025  
*Awarded to top 20% of firms based on outstanding achievements in profitability, staff growth, and turnover.*



# PAPE-DAWSON



## DALLAS

6105 TENNYSON PARKWAY  
SUITE 210  
PLANO, TX 75024

April 29, 2026

Mr. Craig Lindholm  
City Administrator  
EDC Director  
The City of Mt. Vernon, TX  
109 N. Kaufman St.  
Mount Vernon, Tx 75457

Via E-mail: [clindholm@comvtx.com](mailto:clindholm@comvtx.com)

Re: Mount Vernon City Lake 75-acre City Tract  
Proposal for Land Planning Services

Dear Mr. Lindholm:

**Pape-Dawson will provide Land Planning Consultant Services for the project known as Mount Vernon City Lake 75-acre City Tract (the “Project”), as defined in the scope below.**

- **The proposed project scope known as Mount Vernon City Lake 75-acre City Tract for Land Planning services includes working with the city to determine the goals and objectives the City has for this project and then prepare a Schematic Lotting Plan indicating the potential layout of residential streets and lots/units.**

Our proposed scope of services and associated fees are as follows:

**I. PLANNING RESEARCH INVENTORY & ANALYSIS (TASK 840) \$1,500**

The Consultant will gather information and data which might affect the development plan for the site. The information is to be analyzed by the Consultant and reviewed with the Client, as necessary, to support accuracy and avoid potential delays and conflicts. This task includes, but not limited to:

- Development code research
- Identify and analyze existing physical conditions of the site
  - Topography
  - Floodplain
  - Drainage
  - Easements
  - Unique site features
  - Opportunities/Constraints

**II. CONSULTATION (TASK 895) \$2,000**

The Consultant is to meet with the Client, his engineer, and / or other consultants, as well as, the appropriate governmental authorities to form the parameters for developing the subject property in conformance with applicable regulations while accommodating the desired goals of the Client. This task includes, but not limited to:

- All meetings with clients, their consultants or representatives, and regulatory agencies
- Meet with the Client, and their consultant team as appropriate, for a project kick-off meeting.
  - Review/prepare project goals and objectives
  - Receive Client direction as to lot sizes and mix of products
  - Review known opportunities and constraints
  - Set project schedule

**Note: This task will be billed as Time and Materials not to exceed the fee provided. If additional Consultation time is necessary an additional service request will be provided**

**III. SCHEMATIC LOTTING (TASK 821) \$10,500**

The Consultant is to analyze the data collected and incorporate the design parameters using the approved Conceptual Master Plan to generate up to two (2) initial and one (1) final schematic plans for the Client’s review and approval. These plans may be initially prepared by hand, but are to be converted into AutoCAD, generally to scale, and indicate suggested street patterns and lot layout. Additionally, the acreage of reserve tracts, including recreation and landscape reserves, are to be reflected on the plan(s).

These Schematic Lotting Plans is to be developed:

- Based on the lot mix provided by the Client to evaluate the approximate development capacity;
  - Include alternative lot layouts and platting concepts that may be appropriate in responding to the site features; and
  - Prepare a land use summary that includes:
    - Residential Lot sizes, quantities, and acreages;
    - Non-residential uses and acreages; and
    - Open Space acreages.
- Attend and participate in strategy meetings with the Client, Client’s civil engineer and other consultants.
  - Billed within the Consultation task.
- Based on the Client comments of the initial Schematic Lotting Plans Consultant is to develop a Final Schematic Lotting Plan, in an AutoCAD format, for use in platting the property.

**Note: Any revisions or additional scope changes to be billed as Time and Materials, unless an additional service amount is agreed upon**

**THIS PROPOSAL ASSUMES AND/OR EXCLUDES THE FOLLOWING:**

- ◆ *Any professional opinions or recommendations related to our scope of work shall be provided in written format on Pape-Dawson letterhead and not solely expressed verbally in meetings or as part of any demonstrative presentation or email discussions.*
- *Compensation for Additional Services to be negotiated and agreed upon in writing by both Owner and Consultant prior to commencement of work upon the Additional Services.*
- *The following tasks are **expressly excluded** from the scope of services:*
  - *Surveys – Topographic and boundary survey. Nor construction staking.*
  - *Existing Utility Information and Plans – existing on-site and offsite public and private utility drawing and information*
  - *Base Information – Client and or project Civil engineer to provide all digital base information*
  - *Civil plans, including any utilities, mass grading, drainage that may be required.*
  - *Building/Structure Architectural Plans, including any utilities, structural that may be required or other architectural plans that are not specifically described in Scope of Services*
  - *Landscape Architecture.*
  - *Any amendments to the program elements that result in additional design will result in an add service.*
  - *Illustrative plans, models, and drawings not specifically described in Scope of Services*
  - *Agency review fees and impact fees are not included herein.*
  - *City, state, or county-required fees are not included herein*
- *Additional site visits/ meetings not within the Scope of Services, if required, will be billed hourly.*
- ◆ *This proposal assumes that the Owner or project Architect to submit the Pape-Dawson site/civil documents to the Texas Department of Licensing & Regulation for review of elements controlled by the Americans with Disabilities Act.*

**SUMMARY OF SCOPE AND FEES**

I.	Planning Research Inventory & Analysis	Task 840	<i>Lump Sum</i>	\$1,500
II.	Consultation	Task 895	<i>Hourly</i>	\$2,000
III.	Schematic Lotting	Task 821	<i>Lump Sum</i>	\$10,500
				<b>Total: \$14,000</b>

**Notes:**

- i. Budgets shown as hourly or allowance are estimates of the anticipated costs and will be billed on an hourly time and materials basis.*
- ii. Tasks that are shown lump sum will be billed on a percent complete basis.*

**BASIS OF COMPENSATION**

Pape-Dawson's compensation for the above services shown as hourly, allowance or Time and Materials (T&M) will be a charge on an as needed basis for personnel services plus an hourly charge for specialized equipment and computers. Pape-Dawson's compensation for the other above services will be a lump sum fee. A budget of **\$14,000** is the estimated cost of Pape-Dawson's current understanding of the services identified above. This budget figure does not include Direct Expenses (defined below. If this budget figure is exceeded, Pape-Dawson may request modification of this Agreement.

Direct Expenses include reproduction, travel, express mail, special deliveries and subcontractor expenses related to these services. Direct Expenses include a 10% markup on cost.

**AGREEMENT**

The attached Terms and Conditions set out as Exhibit A are incorporated into this Proposal by reference and become part of the agreement between the Client and Engineer by execution of this document. If the terms of this Proposal are acceptable, please acknowledge such by signing below and returning the executed document to us via e-mail or US Mail for our records. Receipt of the executed Proposal serves as authorization for us to proceed with the work.

The costs, fees, budget, and scope of work set out herein are valid for ninety (90) days from the date of this Proposal. If Pape-Dawson does not receive an executed Proposal from the Client within ninety (90) days from the date of this Proposal, the costs, fees, budget, and scope of work are subject to revision at Pape-Dawson’s sole discretion. Pape-Dawson to provide a revised Proposal with the modified costs, budget, and scope of work should revisions be made.

We appreciate the opportunity to work with you on this project.

Sincerely,  
Pape-Dawson Consulting Engineers, LLC

**THE CITY OF MT. VERNON, TX**



Elliott Richter, RLA  
Senior Project Manager

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE CITY OF MT. VERNON, TX  
ACCOUNTS PAYABLE CONTACT INFO**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Attachments:

- Pape-Dawson Terms & Conditions
- PD Schedule of Hourly Rates

# PAPE-DAWSON

## SCHEDULE OF REPRESENTATIVE RATES

Effective: December 30, 2024

<b><u>Classification</u></b>	<b><u>Fixed Hourly Rate</u></b>
Executive Officer	\$450.00
Executive Vice President	\$450.00
Managing Principal	\$400.00
Senior Vice President	\$400.00
Managing Vice President	\$390.00
Vice President	\$390.00
Associate Vice President	\$380.00
Practice Leader	\$380.00
Senior Associate	\$380.00
Design Leader	\$310.00
Program Control Director	\$380.00
Client Services Manager	\$355.00
Construction Operations Leader	\$350.00
Senior Project Manager	\$315.00
Principal Engineer	\$270.00
Project Manager	\$240.00
Assistant Project Manager	\$210.00
Senior Project Engineer	\$230.00
Senior Project Engineer - Ret.	\$280.00
Project Engineer	\$200.00
Engineer I	\$140.00
Engineer II	\$150.00
Engineer III	\$160.00
Engineer IV	\$180.00
Senior Designer	\$210.00
Designer	\$160.00
Technician	\$135.00
Technician - Intern	\$100.00
Platting Manager	\$250.00
Plat Coordinator	\$180.00
Senior Land Acquisition Agent	\$180.00
Senior Planner	\$275.00
Land Planner	\$160.00
Utility Coordinator	\$190.00
Landscape Architect	\$120.00
Program Manager	\$360.00
Production Manager	\$220.00
Project Controls Manager	\$275.00
Project Controls Specialist	\$165.00

Schedule of Representative Rates  
 Effective: December 30, 2024  
 Page 2 of 2

Senior Project Coordinator	\$230.00
Project Coordinator	\$185.00
Senior Construction Manager	\$270.00
Construction Manager	\$255.00
Senior Construction Inspector	\$185.00
Construction Inspector	\$150.00
Senior Construction Representative	\$190.00
Construction Representative	\$140.00
Field Manager	\$200.00
Field Coordinator	\$160.00
Senior Field Coordinator	\$220.00
Sr. Environmental Scientist / Geologist / Archaeologist	\$250.00
Project Environmental Scientist / Geologist / Archaeologist	\$160.00
Staff Environmental Scientist / Geologist / Archaeologist	\$120.00
Survey Manager	\$290.00
Project Surveyor	\$275.00
S.I.T.	\$160.00
Senior Survey Technician	\$195.00
Survey Technician	\$155.00
Geospatial Manager	\$215.00
Geospatial Staff	\$160.00
Director of GIS	\$350.00
GIS Manager	\$200.00
GIS Analyst	\$160.00
Data Analyst	\$140.00
Document Controls Specialist	\$200.00
Administrative Assistant	\$140.00
Operations/Clerical	\$90.00
<b>Survey Crew Units</b>	
Survey Crew (4 person) with equipment	\$350.00
Survey Crew (3 person) with equipment	\$310.00
Survey Crew (2 person) with equipment	\$230.00

## EXHIBIT "A"

**PAPE-DAWSON CONSULTING ENGINEERS, LLC**  
**RE: MOUNT VERNON CITY LAKE 75-ACRE CITY TRACT (the "Project")**  
**TERMS AND CONDITIONS**

Pape-Dawson Consulting Engineers, LLC, hereinafter referred to as "Consultant", has agreed to provide Professional Services to **THE CITY OF MT. VERNON, TX**, hereinafter referred to as "Client," pursuant to the terms set out in a Proposal Letter Agreement with Scope of Services and Compensation (the "Proposal") executed by Client and these Terms and Conditions.

**ARTICLE 1: SERVICES**

Consultant agrees to perform Professional Services (the "Services") in conformance with the descriptions, definitions, terms and conditions as set forth herein and on the Proposal and any Exhibits, rate sheets, and Additional Services Requests subsequently attached hereto or incorporated hereto by reference. This description of Services is intended to be general in nature and is neither a complete description of Consultant's Services nor a limitation on the Services that Consultant is to provide under this Agreement.

**ARTICLE 2: PROPOSAL AND ADDITIONAL SERVICES REQUESTS**

2.1 These Terms and Conditions, the Proposal and any Exhibits, rate sheets, and Additional Services Requests for this Project are hereby incorporated by reference and are collectively referred to herein as the "Agreement."

2.2 The Proposal, as amended or modified by any Additional Services Requests, shall identify the specific Scope of Services to be performed and the amount and type of compensation for the specific services.

2.3 Client shall authorize and Consultant shall commence work set out in the Proposal and any Additional Services Requests upon Client's execution of the Proposal.

**ARTICLE 3: CHANGES**

3.1 The Client may at any time, by written Additional Service Request, make changes within the general scope of the Proposal relating to services to be performed for this Project. If such changes cause an increase or decrease in the Consultant's cost of, or time required for, performance of any services, an equitable adjustment shall be made and reflected in a properly executed Amendment.

3.2 The Consultant is not obligated to begin work on a change of scope or deliver that work product until a properly executed Additional Services Request is signed by the Client.

3.3 This Agreement is based on laws and regulations in effect as of the date of execution of this Agreement by Client. Changes after this date to these laws and regulations may be the basis for modifications to Consultant's scope of Services, times of performance, or compensation. In the event that there are modifications and/or additions to legal or regulatory requirements relating to the Services to be performed under this Agreement after the date of execution of this Proposal, the scope of Services, times of performance, and compensation provided for in these Terms and Conditions, the Proposal, and any subsequent Additional Services Requests shall be reflected in an appropriate Additional Services Request.

3.4 Should commencement of the individual tasks or services set out in the Proposal not be initiated within three (3) months of the date of execution of the Proposal by Client, Consultant reserves the right to revise the costs, fees, and scope of work for the tasks or services not yet initiated.

3.5 If after the commencement of work, Consultant's performance of the individual tasks or services is suspended at the instruction of client for a period of three (3) cumulative months, Consultant may at its sole discretion submit to client an invoice for all tasks and services performed prior to suspension, and Client shall pay that invoice within thirty (30) days after receipt. If Client fails to pay the invoice in full within thirty (30) days, Consultant may terminate this Agreement in accordance with the provisions of Article 7.1 herein.

**ARTICLE 4: THE TERM**

4.1 **Term.** Consultant shall be retained by Client as of the date Client executes the Proposal, Consultant shall complete its Services within a reasonable time, and this Agreement shall remain in effect until the Services have been fully performed or until the Consultant's Services are terminated under provisions of the Agreement.

**ARTICLE 5: DUTIES**

5.1 **Access.** Client will provide Consultant with access to the Property or to any other site as required by Consultant for performance of the Services.

5.2 **Client-furnished Data.** Client shall provide all criteria and full information as to Client's requirements for the Project; designate a person to act with authority on Client's behalf in respect to all aspects of the Project, examine and respond promptly to Consultant's submissions, and give prompt written notice to Consultant whenever he observes or otherwise becomes aware of any defect in the work; and provide any recordings, transcripts, notes, and/or minutes taken during any meetings between Client and Consultant upon request, inclusive of any artificial intelligence-generated documents. If either Client or Consultant intend to record a meeting, the recording party must first notify the other party that the meeting will be recorded, so that the other party may request any such recording or other work product created from the recording.

Client shall also do the following and pay all costs incident thereto: Furnish to Consultant core borings, probings and subsurface exploration, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment and similar data; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements, and any other information previously made available to the Client, which may be required by Consultant, all of which Consultant may rely upon in performing its services.

Provide such legal, accounting, independent cost estimating and insurance counseling services as may be required for the Project, any auditing service required in respect of constructor(s)' applications for payment, and any inspection services to determine if constructor(s) are performing the work legally.

5.3 **Other Information.** Consultant will rely upon commonly used sources of data, including database searches and agency contacts. Consultant does not warrant the accuracy of the information obtained from those sources and has not been requested to independently verify such information.

5.4 **Indemnity.** The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from damages and losses arising from the negligent acts, errors or omissions of the Consultant in the performance of the professional services under this Agreement, to the extent that the Consultant is responsible for such damages and losses on a comparative basis of fault and responsibility between the Consultant and the Client. The Consultant is not obligated to indemnify the Client for the Client's own negligence.

Notwithstanding the foregoing, to the fullest extent permitted by law, Consultant shall indemnify and hold the client harmless from and against all claims arising out of or resulting from bodily injury to, or sickness, disease or death of, any employee, agent or representative of Consultant or any of its subcontractors. To the fullest extent permitted by law, Client and Consultant waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants or subconsultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

5.5 **Ownership of Documents.** All designs, drawings, specifications, documents, and other work products of the Engineer, whether in hard copy or in electronic form, are instruments of service for the Services, whether Services are completed or not. Reuse, change or alteration by the Client or by others acting through or on behalf of the Client of any such instruments or service without the written permission of the Consultant will be at the Client's sole risk. Client agrees to indemnify the Consultant, its officers, partners, employees, and subcontractors from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees, arising out of or related to such unauthorized reuse, change or alteration.

5.6 **Reporting Obligations.** Client has responsibility for complying with all legal reporting obligations. Nothing in the Agreement precludes Consultant from providing any notices or reports that it may be required by law to give to governmental entities.

5.7 **Laboratory Services.** In performing environmental services, Consultant may make use of an independent testing laboratory. Consultant will not, and Client shall not rely upon Consultant to, check the quality or accuracy of the testing laboratory's services.

5.8 **Changed Conditions.** The Client shall rely on the Consultant's judgment as to the continued adequacy of the Agreement in light of occurrences or discoveries that were not originally contemplated by or known to the Consultant, including

but not limited to suspension of Consultant's work as set forth in Item 8. Article 3.5 herein. Should Consultant call for contract renegotiation due to such changed conditions, the Consultant shall identify the changed conditions necessitating renegotiation and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement. If terms cannot be agreed to, the parties agree that either party has the right to terminate the Agreement.

5.9 **Opinions of Cost.** Should Consultant provide any cost opinions, it is understood that those opinions are based on the experience and judgment of Consultant and are merely opinions. Consultant does not warrant that actual costs will not vary from those opinions because, among other things, Consultant has no control over market conditions.

5.10 **Construction Observation.** If construction phase services are included in the basic services, the Consultant shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The Client has not retained the Consultant to make detailed inspections or to provide exhaustive or continuous project review and observation services. The Consultant does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) or the safety precautions and programs incident to the work of Contractor(s).

5.11 **Subconsultants.** Consultant may employ such Subconsultants as Consultant deems necessary to assist in the performance or furnishing of the Services, subject to reasonable, timely, and substantive objections by Client.

## ARTICLE 6: COMPENSATION OF SERVICES

6.1 **Compensation of Services.** Consultant's compensation for services shall be set forth in the Proposal and any subsequent Additional Services Requests.

**Compensation.** Client agrees to pay Consultant for Professional Services in accordance with the descriptions, definitions, terms and conditions as set forth herein and in the Proposal and any Additional Services Requests, or Amendments subsequently attached hereto or incorporated herein by reference. Expenses directly related to these services, including reproduction, travel, long distance telephone bill, express mail, special deliveries and subcontractor expenses shall include a 10% markup on cost.

Consultant reserves the right to adjust the hourly billing rates set out in the Proposal, Additional Service Requests, and/or Amendments thereto on an annual basis. Consultant shall notify Client of any hourly billing rate adjustments when they go into effect.

**Payments.** Consultant will invoice Client monthly in accordance with the terms and conditions of this Agreement, the Proposal, and any subsequent Additional Services Requests for Services and reimbursables. Client agrees to promptly pay Consultant at the address or ACH noted in the monthly invoice,

full amount of each such invoice upon receipt. In no event shall Consultant's failure to bill monthly constitute default under the terms and conditions of this Agreement.

6.2 **Sales and Use Tax.** Any State, City and MTA Sales Tax must be collected on Surveying Fees for the establishment of Real Property Boundaries and determining the location of structures or improvements in relation to the boundaries. Charges for prints and reproductions are also subject to a Sales Tax. Client agrees to pay Consultant the applicable Sales Tax on services and said tax is not considered a part of Consultant's compensation for services. In the event subsequent taxes are levied by Federal, State or Local authorities, relating to the services in writing and such modifications as are required shall be made a part of this Agreement.

6.3 **Right to Stop Performance.** If Client does not pay any amount due to Consultant within thirty (30) days after the invoice date, Consultant may, upon three (3) additional days' verbal or written notice to Client, stop performance of the Services until payment of the amount owed has been received.

6.4 **Interest.** Payments due and unpaid to Consultant under the Agreement shall bear interest at the rate of twelve percent (12%) per annum, or lesser if required by law, calculated from the date of the invoice, if the payment is not made within thirty (30) days of the date of the invoice.

6.5 **Attorney's Fees:** In the event Consultants' invoices for services are given to an attorney for collection, or if suit is brought for collection, or if they are collected through probate, bankruptcy, or other judicial proceeding, then Client shall pay Consultant all costs of collection, including the maximum attorney's fees allowed by Law and court costs, in addition to other amounts due.

**ARTICLE 7: TERMINATION OF SERVICES**

7.1 **Termination.** This Agreement may be terminated without cause at any time prior to completion of Consultant's services, either by Client or by Consultant, upon written notice to the other at the address of record. Upon receipt of written notice from Client to discontinue work, the Consultant shall discontinue work under this Agreement immediately. In the event Client terminates the Agreement based on Client's reasonable opinion the Consultant has failed or refused to prosecute the work efficiently, promptly or with diligence, the Consultant shall have ten (10) days, from the receipt of written notification by Client, to cure such failure to perform in accordance with the terms of this Agreement.

7.2 **Compensation in Event of Termination.** On termination, by either Client or Consultant, Client shall pay Consultant with respect to all contracted services rendered and expenses incurred before termination an amount fixed by applying the Consultant's Standard Hourly Rates, in force at the time of termination, to all services performed to date, in addition to termination settlement costs the Consultant reasonably incurs relating to commitments which had become firm before the termination.

**ARTICLE 8: RELATIONSHIP OF PARTIES**

8.1 **Independent Contractor:** It is understood that the relationship of Consultant to Client shall be that of an

independent contractor. Neither Consultant nor employees of Consultant shall be deemed to be employees of Client.

**ARTICLE 9. LIMITATION OF LIABILITY**

9.1 **Limitation of Liability.** To the fullest extent permitted by law, the total liability of Consultant and its subconsultants and subcontractors to Client for any and all injuries, claims, losses, expenses, or damages whatsoever from any cause or causes, including, but not limited to, strict liability, breach of contract, breach of warranty, negligence, or errors or omissions (collectively "Claims") shall not exceed the Consultant's total fee. In no event will Consultant, its subconsultants or subcontractors be liable for punitive, special, incidental, or consequential damages.

9.2 **No Certification.** Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant having to certify, guarantee, or warrant the existence of conditions whose existence Consultant cannot ascertain. The Client also agrees not to make resolution of any dispute with Consultant or payments of any amount due to Consultant in any way contingent upon Consultant's signing any such certification.

9.3 **Execution of Documents.** The Consultant shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of the Consultant, increase the Consultant's risk or the availability or cost of its professional or general liability insurance.

9.4 **No Supervision of Contractors.** Consultant shall not at any time supervise, direct, control, or have authority over any contractor work, nor shall Consultant have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.

9.5 Consultant shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Consultant's own agents, employees, and Subconsultants) at the Project site or otherwise furnishing or performing any work for the Project.

**ARTICLE 10: MISCELLANEOUS**

10.1 **Entire Agreement.** The Agreement (including any exhibits) contains the entire agreement between Consultant and Client, and no oral statements or prior written matter shall be of any force or effect. The Agreement may be modified only by a written document executed by both parties.

10.2 **Governing Law.** The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

10.3 **Venue.** Venue of any action under the Agreement shall be exclusively in the Texas County court where the Services are performed.

10.4 **Severability.** If any provision of the Agreement is held to be illegal, invalid or unenforceable under present or future law

such provision shall be fully severable and the Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions shall remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision, there shall be added automatically as a part of the Agreement, a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

**10.5 Construction of Agreement.** The parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement or any amendments or exhibits.

**10.6 Successor and Assigns: Third Party Beneficiary.** The Agreement shall be binding upon Consultant, Client and their respective legal representatives, successors and permitted assigns. Neither Consultant nor Client may assign the Agreement nor any right or obligation under it without the prior written consent of the other party. Nothing in the Agreement restricts Consultant's ability to hire subcontractors in connection with the Services. The Services and any report prepared under this Agreement are for the sole benefit and sole use of Client and are not for the use of any other person. Only Client may rely upon the Agreement and the Services, unless Consultant gives Client prior and specific written approval.

**10.7 Dispute Resolution.** Any claim, dispute or other matter in question arising out of or related to the Agreement of the Services provided thereunder shall be subject to arbitration. Prior to arbitration, the parties shall endeavor to resolve disputes by mediation. Claims, disputes and other matters in question between the parties that are not resolved by mediation shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other Party to this Agreement and with the American Arbitration Association. No arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, an additional person or entity not a party to this Agreement. The foregoing agreement to arbitration shall be specifically enforceable in accordance with applicable law in any court having jurisdiction. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction.

**10.8 Mediation:** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or other legal proceedings.

Each party agrees to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their respective subcontractors, suppliers, and subconsultants, thereby providing for mediation as the initial method for dispute resolution between the parties to all those agreements.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the county where the project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**10.9 No Warranty.** Consultant makes no warranty, either expressed or implied, as to Consultant's findings, recommendations, plans, specifications, or professional advice. Consultant has endeavored to perform its services in accordance with generally accepted standards of practice by recognized professional firms in performing services of a similar nature in the same locality, under similar circumstances. Client recognizes that neither Consultant nor any of Consultant's subconsultants or subcontractors owes any fiduciary responsibility to Client.

**10.10 Survival of Provisions.** Termination of the Services for any reason whatsoever shall not affect (a) any right or obligation of any party that is accrued or vested prior to such termination, and any provision of the Agreement relating to any such right or obligation shall be deemed to survive the termination of the Services or (b) any continuing obligation, liability or responsibility of Consultant and of Client which would otherwise survive termination of the Services.

**10.11 NON-SOLICITATION.** During the term of this Agreement and for a period of two (2) years thereafter, neither Client, nor its affiliates, nor any of their respective employees, agents, owners, officers, members, shareholders, or directors ("Client Entities") shall directly, or indirectly through another person or entity: (i) induce or attempt to induce any employee, agent, owner, officer, member, shareholder, director, client, customer, vendor or supplier, or other business relation of Consultant ("Business Relation") to leave the employ of, or terminate its contract, affiliation, or other business relationship with Consultant, (ii) hire or recruit away any Business Relation of Consultant, within two (2) years after such person ceased to be affiliated with Consultant, (iii) induce or attempt to induce any Business Relation of Company to cease doing business with Consultant or its other Business Relations, or (iv) otherwise interfere with, sabotage, or otherwise undermine any of the foregoing relationships.

**10.12** Complaints regarding surveying may be filed with the Texas Board of Professional Engineers and Land Surveyors, 1917 S. Interstate 35, Austin, TX 78741

**RESOLUTION No. 26-14**

**A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS, AUTHORIZING APPOINTMENT OF A REPRESENTATIVE TO SERVE AS A DIRECTOR ON THE ARK-TEX COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS**

**WHEREAS**, the Ark-Tex Council of Governments was organized by local governmental entities in 1966 and was chartered as a not-for-profit corporation under Chapter 391, Local Government Code; and

**WHEREAS**, Reorganization in 1968 by the States of Texas and Arkansas as a sub-state political subdivision to allow ATCOG to plan, assist local governments, and deliver public services, but has no power to tax or to regulate; and

**WHEREAS**, ATCOG is governed by a Board of Directors, and state law requires that this governing body be composed primarily of local government elected officials; and

**WHEREAS**, ATCOG serves the Northeast Texas and Southwest Arkansas region that is comprised of nine (9) counties in Texas and one (1) in Arkansas and includes cities, counties, school districts, and special districts with membership open to all interested governmental entities; and

**WHEREAS**, the general purpose of ATCOG is to plan for the unified, far-reaching development of the region, eliminate duplication of services, and promote economy and efficiency through coordination.

**WHEREAS**, the City of Mount Vernon, Texas, is a member in good standing with the Ark-Tex Council of Governments; and

**WHEREAS**, the City of Mount Vernon, Texas, has one (1) position reserved on the Ark-Tex Council of Governments Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF MOUNT VERNON, TEXAS THAT:**  
(Appointees Name)\_\_\_\_\_ is hereby appointed to serve as a Representative on the Ark-Tex Council of Governments Board of Directors.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOUNT VERNON, TEXAS:**

**PASSED AND APPROVED** this the 08th day of June, 2026.

**Approved:**

**Attest:**

By: \_\_\_\_\_  
Greg Ostertag, Mayor

By: \_\_\_\_\_  
Angie Pike, City Secretary

**BYLAWS****ARK-TEX COUNCIL OF GOVERNMENTS****ARTICLE 1****Name and Organization**

There is hereby organized pursuant to the authority granted by Chapter 391 of the Local Government Code (formerly Article 1011m, Revised Civil Statutes of Texas), and Arkansas Interlocal Cooperation Act 430, an Interstate Regional Planning Commission, hereafter called Council, which shall be known as the Ark-Tex Council of Governments, a voluntary association of local governmental units located in the Texarkana, Texas area.

**ARTICLE II****Purpose and Objectives****A. It shall be the purpose of the Council:**

1. to encourage and permit local units of government to join and cooperate with one another to improve the health, safety and general welfare of their citizens;
2. to plan for the future development of the region to the end that:
  - a. transportation systems may be more carefully planned;
  - b. that the communities, areas and regions grow with adequate streets, utilities and health, educational, recreational and other essential facilities;
  - c. that needs of agriculture, business and industry be recognized;
  - d. that residential areas provide health surroundings for family life;
  - e. that historical and cultural value be preserved;
  - f. that the growth of the communities, areas and regions is commensurate with and promotive of the efficient and economical use of public funds;
3. to eliminate duplication and promote economy and efficiency in the coordinated development of the area.

**B. In achieving these objectives, the Council may:**

1. exercise any powers heretofore or hereafter conferred upon it by state law;
2. undertake studies, collect data and develop area plans and programs;
3. engage in such other activities as the Council finds necessary or desirable to accelerate area development and correct area problems;
4. receive and expend gifts, contributions and donations which may be made to the Council to accomplish its purposes;
5. apply and contract for, receive and expend funds from Council members, as provided in the Bylaws, to finance the costs of operations;
6. assist, encourage, and coordinate the activities of all parties concerned both public and private, in implementing those plans and programs which affect the growth and development of the area.

## ARTICLE III

### Membership

- A. Membership shall consist of local governmental units as defined in Chapter 391 of the Texas Local Government Code and of the Arkansas Interlocal Cooperation Act 430, which may join by passage of an ordinance, resolution, order or other means, upon payment of dues as provided in Article XI of the Bylaws and approval of the Board of Directors of the Ark-Tex Council of Governments.'**
- B. Local governmental units eligible for membership shall be geographically situated in whole or in part, within Bowie, Cass, Morris, Red River, Lamar, Delta, Franklin, Hopkins, and Titus Counties in Texas, and Miller County in Arkansas, and adjoining counties upon the approval of the Board of Directors of the Council, and may include counties, cities, towns, villages, hospital authorities, districts or other political subdivisions of the State.**
- C. A member which is more than six months in arrears in its dues as herein provided may be denied its voting privileges until such time as the dues are paid.**
- D. A member may withdraw from the Council upon notifying the Executive Committee by resolution or other appropriate legal action of the governing body of such withdrawing member. In the event of withdrawal by a member of the Council, said member shall not be entitled to a return of any portion of previously paid annual dues.**
- E. As an honor, past presidents who are no longer member representatives may be recognized as ex-officio, non-voting, non-dues paying, non-entity representative members by the Board in the capacity of citizen advisors.**
- F. Associate Membership will consist of the NET Resource, Conservation and Development Area. Other organizations may be considered on an case by case basis that utilize government funding for a majority of their operations, and that are situated in whole or in part, within Bowie, Cass, Morris, Red River, Lamar, Delta, Franklin, Hopkins, and Titus Counties in Texas, and Miller County in Arkansas, and adjoining counties, and upon the approval of the Board of Directors of the Council.**

## ARTICLE IV

### Board of Directors

- A. The Board of Directors shall be composed of members elected or appointed by the membership within the area specified in these Bylaws, and shall be elected or appointed as may be determined by each respective member in the following manner as long as the Board maintains two-thirds of the membership be elected officials of member cities or counties (LGC 391.006):**
  - 1. Each member County Government shall have one Director who shall be an elected official appointed by the Commissioner's Court;**
  - 2. Each member City Government with a population of 10,000 or more shall have three Directors who shall be elected officials appointed by the City Council;**
  - 3. Each member City Government with a population of less than 10,000 shall have one Director who shall be an elected official appointed by the City Council;**

- 4. Each member Community / Junior College District and School District shall be entitled to have one member on the Board of Directors who shall be appointed from their elected governing body, from the area described in Article III.B of these Bylaws;
- 5. Each member Special District shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body, from the area described in Article III.B of these Bylaws;
- 6. Each member Authority shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body of the Authority and shall be from the area described in Article III.B of these Bylaws.
- 7. All members of the Texas Legislature whose districts include all or part of the Ark-Tex Council of Governments' region shall be an ex officio, nonvoting member to serve on the Board of Directors.
- 8. Each Associate Member shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body from the area described in Article III. F of these Bylaws

- B. The term "elected officials" used herein means a mayor or member of the governing body of a municipality, a county judge, a county commissioner, a member of the board of trustees of a school district or a member of the elected governing body of a special district.
- C. Each Director may represent multiple organizations, but shall have only one vote and shall be appointed for a period of two years, beginning on June 1 of the year appointed. Each may serve until his successor is duly qualified or installed. All voting must follow the Texas Open Meetings Act.
- D. A vacancy in office because of death, resignation, removal, disqualification or otherwise may be filled by the member from which such Director received his selection by election or appointment.

**ARTICLE V**

**Executive Committee**

- A. There will be an Executive Committee chosen from the Board of Directors, consisting of President, Vice-President, Secretary, Treasurer and up to nineteen other members maintaining two-thirds of the membership be elected officials of member cities or counties. These twenty-three Committee members are to be elected by the Directors at the Annual Meeting which shall be the regular meeting in September and will serve a two-year term beginning at the Executive Committee meeting in October, with no limitations for successions. No Board member may be elected to the Executive Committee if the entity which he represents is in arrears of dues, payments or other fees owed to the Ark-Tex Council of Governments. Vacancies on the Executive Committee because of death, resignation, removal, disqualification or otherwise may be filled immediately by vote of the Board of Directors at a regular meeting of the Ark-Tex Council of Governments on recommendation of a nominating committee of not less than three Directors appointed by the highest officer of the then active Executive Committee.
- B. Each member County Government, and one member City Government within each county shall have an assigned seat on the Executive Committee. There shall be three assigned seats available for members under Article IV.A. 4-8. Any seat without a filled appointment as defined in Article V.A will remain vacant until such time a qualified candidate be appointed by the Board of Directors.

- C. The President shall be the principal executive officer of the Council, and in general, shall supervise and control all the business and affairs of the Council. He shall preside at all meetings of the members and of the Board of Directors. He and/or the Secretary, Treasurer or any other proper officer of the Council authorized by the Board of Directors may sign any deeds, mortgages, bonds, contracts, checks, drafts or other instruments which the Board of Directors has authorized to be executed, and in general, he shall perform all duties incident to the office of President and other such duties as may be prescribed by the Board of Directors from time to time. The Board of Directors may authorize, upon occasion, the Executive Director to act in its behalf and sign documents as described above.**
- D. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.**
- E. The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with provisions of these Bylaws or as required by law; be custodian of the records and ensure execution of such as duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such members; and in general perform, or assign to be performed, all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.**
- F. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Council; receive and give receipts for monies due and payable to the Council from any source whatsoever; and deposit all such monies in the name of the Council in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article X of these Bylaws; and in general, perform, or assign to be performed all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.**
- G. No entity member may have more than one Director serve on the Executive Committee.**
- H. The Executive Committee, unless otherwise determined by the Board of Directors, shall normally meet monthly, and shall be responsible for the implementation of policies established by the Board of Directors. Such meetings, shall be in a consistent, centralized location as determined by the Executive Committee. Actions to the Executive Committee may be appealed to the Board of Directors upon the written request of any member.**
- I. Nine (9) members, or a simple majority of appointed members of the Executive Committee (whichever is less) shall constitute a quorum and the President shall vote only in case of a tie vote of the other members.**
- J. A member missing more than three (3) consecutive, regular Executive Committee meetings must have a legitimate excuse, approved by the Executive Committee for his/her third consecutive absence or he/she shall forfeit his/her position on the Executive Committee. A position made vacant by such forfeiture shall be filled as described in Article V, para. (A) above. Regular membership on the Board of Directors shall not be affected by the provisions of this paragraph.**

**ARTICLE VI****Executive Director and Staff**

- A. The Board of Directors shall employ an Executive Director who shall serve at the pleasure of the Board.**
- B. The Executive Director shall be the chief administrative officer of the Council, appoint and remove all subordinate employees and, subject to the rules and regulations of the Board of Directors, act for and in the name of the Council.**
- C. The Executive Director shall prepare the financial plan and work program of the Council and shall faithfully execute all other duties and responsibilities vested in or required of him by the Board of Directors.**

**ARTICLE VII****Meetings**

- A. The Board of Directors shall hold regular and/or special meetings at such times and places as it may determine and said meetings shall be open to the public. Normally such meetings shall be held quarterly, unless otherwise determined by the Board of Directors and, in terms of location, shall be rotated throughout the region.**
- B. Special meetings may be called by the President or upon the written request of twenty percent (20%) of the members of the Board of Directors for the purpose of transacting any business specified in the call. The call for a special meeting must be in writing and mailed to each Director at least five days before such meeting.**
- C. There shall be an annual meeting of the Council at a time and place to be determined by the Board of Directors. Normally this meeting shall be held during the month of September, as herein described, and shall constitute one of the Board of Directors' normal quarterly meetings.**
- D. Ten percent (10%) of the filled positions on the Board of Directors will constitute a quorum at any meeting of the Council; provided, however, that a quorum may not be less than the number required by the Bylaws for a quorum of the Executive Committee.**

**ARTICLE VIII****Waiver of Notice**

**Whenever any notice is required to be given under the provisions of the Bylaws to any member a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.**

**ARTICLE IX****Books and Records**

**The Council shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, and Board of Directors, and shall keep at the registered or principal office a record giving names and addresses of members entitled to vote. All books and records of the Council may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.**

**ARTICLE X****Contracts, Checks, Deposits, Funds and Other Business**

- A. The Board of Directors may authorize any officer or officers, agent or agents of the Council, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and behalf of the Council, and such authority may be general or confined to specific instances.**
- B. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council shall be signed by such officer or officers, agent or agents of the Council and in such manner as shall from time to time be determined by resolution of the Board of Directors.**
- C. All funds of the Council shall be deposited from time to time to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.**
- D. The Board of Directors shall be responsible for the review, approval and adoption of all Council policy documents, including but not limited to an annual Strategic Work Program and Financial Plan, as herein described, action/implementation plans, annual work program, affirmative action and personnel plans and rules.**

**ARTICLE XI****Finances, Budget and Payments**

- A. The Council shall adopt an annual Strategic Work Program and Financial Plan on or before September 30<sup>th</sup> of each year and its fiscal period shall begin on the first day of October in each year.**
- B. Each year upon adoption of the annual Strategic Work Program and Financial Plan, the Council shall fix the dues for all member governmental units. Dues shall be in sufficient amounts to provide funds as required by the budget.**
- C. New governmental units may join the Council upon the payment of dues prorated for the remaining portion of the Council's fiscal year.**
- D. The dues for each city shall be 20 cents per capita based on the most current census that is a Council-recognized census estimate with a minimum of one hundred dollars (\$100.00) annually (see paragraph 5). County governmental units shall pay 15 cents per capita of population for non-member incorporated areas and 15 cents per capita of population for unincorporated areas of the county.**
- E. All other governmental units shall pay a minimum of one hundred dollars (\$100.00) annually.**

**ARTICLE XII****Parliamentary Rule**

**"Robert's Rules of Order Revised" shall be the authority of all questions of parliamentary procedure not covered by these Bylaws.**

**ARTICLE XIII**

**Amendments**

**Amendments by the Board of Directors. These Bylaws may be amended by a vote of the Board of Directors approving the amendment at any meeting, provided that the proposed amendment has been submitted in writing to each member of the Board at least ten days in advance of each meeting and ratified by a majority vote of three-fourth (3/4) of the Directors at any meeting.**

**These Bylaws adopted by the Directors of the Ark-Tex Council of Governments at a meeting thereof at Texarkana, Texas, this the 24<sup>th</sup> day of June, 1969.**

- AS AMENDED - November 7, 1974**
- June 3, 1976**
- May 3, 1976**
- December 6, 1979**
- September 24, 1981**
- September 9, 1982**
- September 24, 1985**
- June 25, 1987**
- January 12, 1993**
- March 30, 2000**
- February 23, 2006**
- June 30, 2011**
- March 27, 2014**
- September 28, 2017**

  
**Judge L.J. ...mson, President**  
**Ark-Tex Council of Governments**

**ATTEST:**

  
**Judge Lynda Munkres, Secretary**  
**Ark-Tex Council of Governments**