



**NOTICE OF THE CITY OF BRECKENRIDGE**  
**REGULAR MEETING OF THE BRECKENRIDGE CITY**  
**COMMISSION**

January 10, 2023 at 5:30 PM

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**AGENDA**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Regular Meeting of the Breckenridge City Commission on January 10, 2023 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

**CALL TO ORDER**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**American Flag**

**OPEN FORUM**

*This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.*

**STAFF REPORT**

*(Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda, other than to provide general direction to staff or to direct staff to place such items of a future agenda for action.)*

**City Manager**

1. City Business.
2. Important Dates.

01/06/2023 Martin Luther King Jr. Day Observed, City Offices Closed

01/24/2023 Strategic Planning Workshop 5:30-7:30 p.m.

## CONSENT AGENDA

*Any commission member may request an item on the Consent Agenda to be taken up for individual consideration.*

3. Consider approval of the December 6, 2022 Regular Commission Meeting minutes as recorded.

## ACTION ITEMS

4. Discussion and any necessary action regarding Chamber of Commerce Annual Report
5. Discussion and any necessary action regarding approval of ordinance 2023-01 repealing and replacing Ordinance 2022-12 establishing a general fee schedule for the City of Breckenridge.*(First Reading)*
6. Discussion and any action to adopt Resolution 2023-02 awarding an administration contract for a 2023 CDBG Downtown Revitalization Grant.
7. Discussion and any necessary action regarding proposal to add hiring incentive sign-on bonus
8. Discussion and any necessary action regarding updating the Personnel Policy with a Social Media Policy
9. Discussion and any necessary action regarding Resolution 2023-01 to reappoint members to the Planning and Zoning Commission and to set term of office for appointees.
10. Discussion and any necessary action regarding confirmation of BEDC Board recommendation for Executive Director new hire

## EXECUTIVE SESSION

*Pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D, Texas Open Meetings Act (the "Act"), City Commission will recess into Executive Session (closed meeting) to discuss the following:*

### **Real Property**

*§551.072: Deliberate the purchase, exchange, lease, or value of real property:*

11. American Legion Hall

### **Economic Development**

*§551.087: Economic Development negotiations (to discuss or deliberate commercial or financial information from a business prospect or to deliberate the offer of a financial or other incentives to a business prospect):*

12. EDC Director Recommendation

## **RECONVENE INTO OPEN SESSION**

*In accordance with Texas Government Code, Section 551, the City Commission will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session.*

## **RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA**

*Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.*

## **ADJOURN**

**NOTE:** As authorized by Section 551.071 of the Texas Government Code (Consultation with City Attorney), this meeting may be convened into closed Executive Session for the purpose of seeking confidential legal advice from the City Attorney on any agenda item herein.

## **CERTIFICATION**

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **5:00 PM** on the **6th day of January 2023**.

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City Secretary



***Persons with disabilities who plan to attend this public meeting and who may need auxiliary aid or services are requested to contact the Breckenridge City Hall 48 hours in advance, at 254-559-8287, and reasonable accommodations will be made for assistance.***



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Consider approval of the December 6, 2022 Regular Commission Meeting minutes as recorded.

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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**BACKGROUND INFORMATION:**

Meeting minutes for the Regular Commission meeting on December 6, 2022.

**FINANCIAL IMPACT:**

If applicable, enter financial impact.

**STAFF RECOMMENDATION:**

Move to approve.

December 06, 2022

**REGULAR TOWN COMMISSION MEETING OF THE TOWN OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT.**

MAYOR  
COMMISSIONER, PLACE 1  
MAYOR PRO TEM, PLACE 2  
COMMISSIONER, PLACE 3  
COMMISSIONER, PLACE 4

BOB SIMS  
BLAKE HAMILTON  
ROB DURHAM  
VINCE MOORE  
GARY MERCER

CITY MANAGER  
CITY SECRETARY  
PARKS DIRECTOR  
FINANCE DIRECTOR  
PUBLIC WORKS DIRECTOR  
FIRE CHIEF

CYNTHIA NORTHROP  
JESSICA SUTTER  
STACY HARRISON  
DIANE LATHAM  
ROBERT ALVAREZ  
MALCOLM BUFKIN

**CALL TO ORDER**

Mayor called meeting to order at 5:30 p.m.

Invocation led by Stacy Harrison

**OPEN FORUM**

*This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings. Comments related to public hearings will be heard when the specific hearing begins.*

Jean Hayworth, 207 E. 2<sup>nd</sup>.

**SPECIAL PRESENTATIONS AND ANNOUNCEMENTS**

1. Presentation by Will Thompson from Stephens County Appraisal District about pictometry project.

Will Thompson stated that the Stephens County appraisal district is purchasing pictometry software that will improve the quality and accuracy of property photography. Total cost is approximately \$43,000.00 per year. This cost will be split between multiple entities. City of Breckenridge portion is approximately \$6900.00 per year. The Stephens County Appraisal District will pay this portion this year and will request a line item of reimbursement and a line item for the 2024 tax year in the next budget cycle.

2. Presentation of service awards.

Mayor, Bob Sims presented service award for Noah Gray an Scott Gabriel 15 years of service.

## **STAFF REPORT**

*(Staff Reports are for discussion only. No action may be taken on items listed under this portion of the agenda, other than to provide general direction to staff or to direct staff to place such items of a future agenda for action.)*

### **City Manager**

2. City Manager Reports.
4. Upcoming events and important dates.

December 10—Christmas Parade

December 10—Cookies and Cocoa

December 20—Staff Christmas Celebration

December 23,26 City Hall closed for Christmas Holiday

January 2-City Hall Closed for New Years Holiday

5. City Business.

Jordan from TxDot addressed Commissioners to provide an update on the US 183 project. The contractor for the project has been defaulted. The bonding company for the contractor is in contact with potential contractors to complete the project. Completion for the project is estimated to take eight to twelve months from the time they onboard a new contractor.

Sage Diller with EHT provided update of projects to commissioners. Prison lift station is ongoing, there are supplier delays for parts. Meter Replacement Project is almost completed. Anticipated completion is February 2023. Water Development Board project for water and wastewater are currently in the planning phases. Anticipated to be submitted during December. FM 3099 project construction is intended to be started in February 2023. Pavement evaluation project is in process. The intent is to have the evaluation done intime for upcoming paving season.

### **Police Chief**

6. Police reports and updates.

## CONSENT AGENDA

*Any commission member may request an item on the Consent Agenda to be taken up for individual consideration.*

7. Consider approval of the November 1, 2022 Regular Commission Meeting minutes as recorded

Mayor Pro Tem Durham moved to approve consent agenda item 7 as presented.  
Commissioner Mercer seconded the motion. The motion passes 5-0.

## PUBLIC HEARING ITEMS

8. Public hearing to discuss a proposed amendment to Chapter 22, Zoning, of the Breckenridge Code of Ordinances to update regulations pertaining to signs and to adopt those sign regulations as a separate chapter in the code.

This item was canceled and will be moved to January 3, 2023 Commission Meeting.

9. Public Hearing on Ordinance of the City of Breckenridge amending Chapter 18, "Subdivisions," of the Breckenridge Code of Ordinances by adding section 18-18, "Replatting" and Section 18-19, "Amending Plats"; adopting regulations regarding replatting and amending plats of land within the City

No speakers

## ACTION ITEMS

10. Discuss and consider an amendment to Chapter 22, Zoning, of the Breckenridge Code of Ordinances to update regulations pertaining to signs and to adopt those sign regulations as a separate chapter in the code.

This item was canceled and will be moved to the January 3, 2023 Commission meeting.

11. Discussion and any necessary action regarding Ordinance 22-19 of the City of Breckenridge amending Chapter 18, "Subdivisions," of the Breckenridge Code of Ordinances by adding section 18-18, "Replatting" and Section 18-19, "Amending Plats"; adopting regulations regarding replatting and amending plats of land within the City

City Manager Cynthia Northrop Current ordinance does not specifically address city's process for replats. Adopting this Ordinance will clarify and codify the city's process for handling replats and amending plats. Staff and City Attorney have reviewed.

Commissioner Moore Moved to approve Ordinance 22-19 of the City of Breckenridge amending Chapter 18, , "Subdivisions," of the Breckenridge Code of Ordinances by adding section 18-18, "Replatting" and Section 18-19, "Amending Plats"; adopting regulations regarding replatting and amending plats of land within the City. Commissioner Hamilton seconded the motion. The motion passed 5-0.

12. Discussion and any necessary action regarding Construction Contract Change Order No. 1 for the Prison Lift Station Project

City Manager Cynthia Northrop addressed commissioner explaining that the contractor has been waiting on parts to complete the project. The initially specified plug valves called for a 2" nut operator, however a plug valve with a wheel operator can be expedited and ultimately will better support the project schedule. Current delivery estimates for specified parts are in February 2023. Contractor was able to locate an alternate part that is available now. This will require a change-order to the contract that will change the time on the contract but will not change the price.

Commissioner Mercer moved to approve construction contract change order No. 1 for the Prison List Station Project. Commissioner Moore seconded the motion. The motion passed 5-0.

13. Discussion and any necessary action regarding Resolution supporting legislation allowing WCTMWD Board Members to live outside city limits of respective city membership.

City Manager Cynthia Northrop stated that the West Central Texas Municipal Water District is requesting the City's support for a legislative change that would allow board members to live outside the City limits that they represent. Currently there are only a small pool of eligible directors. This would increase the number of people eligible to serve as a director.

Commissioner Hamilton made a motion to approve a resolution supporting legislation allwign WCTMWD Board members to live outside city limits of respective city membership. Mayor Pro Tem Durham seconded the motion. The motion passed 5-0.

14. Discussion and any necessary action regarding filling Planning and Zoning board vacancy and approving Resolution.

City Secretary Jessica Sutter explained that Planning and Zoning Commissioner place 4 position is currently vacant and is set to expire on February 28, 2022. We have received an application for a volunteer to serve to fill the vacancy. The application for JB Sparks is included in agenda packet for review and possible approval.

Mayor Pro Tem Durham moved to approve appointing JB Sparks to fill Planning and Zoning place 4 vacancy for a term to expire on February 28, 2022. Commissioner Moore seconded the motion. The motion passed 5-0.

## EXECUTIVE SESSION

*Pursuant to Texas Government Code, Annotated, Chapter 551, Subchapter D, Texas Open Meetings Act (the "Act"), City Commission will recess into Executive Session (closed meeting) to discuss the following:*

### Real Property

*§551.072: Deliberate the purchase, exchange, lease, or value of real property:*

15. American Legion Hall

**RECONVENE INTO OPEN SESSION**

At 6:40 p.m., the City Commission reconvened into open session.

No action Taken.

**RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA**

*Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.*

**ADJOURN**

There being no further business, the Mayor adjourned the regular session at 6:41 p.m.

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Bob Sims, Mayor

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Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION  
AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Chamber of Commerce Annual Report

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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**BACKGROUND INFORMATION:**  
Chamber of Commerce Executive Director will present the annual Chamber of Commerce report.

**FINANCIAL IMPACT:**  
NA

**STAFF RECOMMENDATION:**  
Accept Chamber’s annual report

# Breckenridge Chamber of Commerce Profit & Loss Budget vs. Actual

October through December 2022

Item 4.

	City Hotel/Motel			TOTAL		
	Oct - Dec 22	Budget	\$ Over Budget	Oct - Dec 22	Budget	\$ Over
ary Income/Expense						
Income						
▼ 47000 • Quarterly Sales Tax						
47010 • City Quarterly Sales Tax ▶	46,976.54 ◀	16,000.00	30,976.54	46,976.54	16,000.00	
Total 47000 • Quarterly Sales Tax	46,976.54	16,000.00	30,976.54	46,976.54	16,000.00	
Total Income	46,976.54	16,000.00	30,976.54	46,976.54	16,000.00	
Loss Profit	46,976.54	16,000.00	30,976.54	46,976.54	16,000.00	
Expense						
▼ 62800 • Facilities and Equipment						
62860 • Copier Lease	276.00	0.00	276.00	276.00	0.00	
Total 62800 • Facilities and Equipment	276.00	0.00	276.00	276.00	0.00	
▼ 63000 • Events/Development Expense						
63020 • Christmas	15,000.00	2,600.00	12,400.00	15,000.00	2,600.00	
▼ 63110 • Golf Tournament						
63110.2 • Prizes/Raffle Items	137.75	0.00	137.75	137.75	0.00	
Total 63110 • Golf Tournament	137.75	0.00	137.75	137.75	0.00	
▼ 63140 • Additional Events						
63143 • Livestock Show	0.00	500.00	-500.00	0.00	500.00	
Total 63140 • Additional Events	0.00	500.00	-500.00	0.00	500.00	
▼ 63200 • Sloan Memorial Bike Ride						
63220 • Supplies	0.00	650.00	-650.00	0.00	650.00	
Total 63200 • Sloan Memorial Bike Ride	0.00	650.00	-650.00	0.00	650.00	
Total 63000 • Events/Development Expe...	15,137.75	3,750.00	11,387.75	15,137.75	3,750.00	
▼ 65000 • Operations						
65061 • Membership (TMCN)	250.00	0.00	250.00	250.00	0.00	
▼ 65080 • Utilities Expense						
65080.1 • Electric	59.03	80.00	-20.97	59.03	80.00	
Total 65080 • Utilities Expense	59.03	80.00	-20.97	59.03	80.00	
Total 65000 • Operations	309.03	80.00	229.03	309.03	80.00	
Total Expense	15,722.78	3,830.00	11,892.78	15,722.78	3,830.00	
rdinary Income	31,253.76	12,170.00	19,083.76	31,253.76	12,170.00	
come	31,253.76	12,170.00	19,083.76	31,253.76	12,170.00	





# BRECKENRIDGE,



Scan to follow our Facebook page and to get updates on all of our annual events!

## CHAMBER OF COMMERCE

100 EAST ELM STREET

(254) 559-2301

[www.breckenridgetexas.com](http://www.breckenridgetexas.com)

## ECONOMIC DEVELOPMENT CORP.

100 EAST ELM STREET

(254) 559-6228

[www.brecktxedc.com](http://www.brecktxedc.com)



the place to be  
**ANYTIME**  
of the year!

# TEXAS 76424



## BRECKENRIDGE CITY OFFICES

105 NORTH ROSE AVENUE

(254) 559-8287

[www.breckenridgetx.gov](http://www.breckenridgetx.gov)

## STEPHENS COUNTY COURTHOUSE

200 WEST WALKER STREET

(254) 559-5322

[www.co.stephens.tx.us](http://www.co.stephens.tx.us)



Use this QR code to get more information about:

- Fishing/Hunting
- Lakes
- Links to Local Resources
- Murals
- Photo Gallery
- Recreation & Entertainment
- The National Theatre





The Breckenridge of Commerce ar  
Center is proud to welcome  
guests to Breckenridge,  
Texas! We are located at  
100 East Elm Street and  
are always ready to provide  
resources for visitors and  
residents. This is an exciting,  
vibrant area filled with

Item 4.

award winning medical & healthcare facilities, booming industry, unique shipping & dinning, ample fishing & hunting, and eclectic are & culture.

Located in Stephens County, Breckenridge is nestled alongside the beautiful Hubbard Creek Lake, and is Just a short drive from the Dallas/Fort Worth Metroplex. For those who choose to fly in, Stephens County Airport (BKD) offers a 5,000 -foot runway, and automated weather observation system, 24-hour fuel service (100LL & Jet A) and pilot control runway lighting.

The community take great pride in being home to t prestigious academic institutions including Texas State Technical College and a Texas Education Agency "Recognized" school System. Our Buckaroo spirit can be felt and see throughout the town

We are certain our local amenities and West Texas Hospitality will make you want to stay longer than you planned!



**Breckenridge**  
**Chamber of Commerce**  
100 East Elm St., 254-559-2301  
chamber@breckenridgetexas.com  
www.Breckenridgetexas.com

### **Bed & Breakfast/Guest Homes**

Buck Canyon Ranch..... 575-390-1046  
Lazy TK Ranch..... 254-559-2448  
Village Inn/Cabins..... 254-559-3472  
The Goodwin House..... 254-559-0816  
The Southwest Lodge..... 254-477-4830  
Randy's Bed & No Breakfast.. 254-246-5501

### **Museum**

**Swenson Memorial Museum**  
**and J.D. Sandefer Oil Annex**  
116 W. Walker - 1000's artifacts, historical  
collection for the boom town days to present

### **Lakes**

Lake Daniel ..... 10 miles south of town  
Hubbard Creek Lake..... 254-559-2301  
4 miles west of town,camping, boating, & fishing  
Possum Kingdom Lake  
( PK Chamber) ..... 940-779-2424  
( State Park) ..... 940-549-1803

### **Golf Course**

**Breckenridge**  
**Country Club(9)..... 254-559-3466**

### **Hotels & Motels**

Regency Inn ..... 254-559-6502  
OYO Motel..... 254-559-6500  
The Ridge Motel ..... 254-559-2244  
Village Inn & Cabins ..... 254-559-3472

### **Lodges/Hunting**

Buck Canyon Ranch..... 575-390-1046  
The Homestead House ..... 325-945-2309  
Lazy TK Ranch..... 254-559-2448  
Stephens Co. Ag Barn..... 254-559-2301  
J&A Ranch..... 214-803-9908  
Fambro Ranch ..... 254-559-4278  
Walking Cane Ranch ..... 254-559-2254

### **RV Parks**

Weekenders Lake Stop ..... 432-967-1270  
The Lodge & RV Park ..... 254-559-3013

### **Medical Facility**

Breckenridge Medical CTR.. 254-559-3363  
Resource Care Community  
Health CTR..... 254-559-7215  
Stephens Memorial  
Hospital ..... 254-559-2

16

**Texas Midwest Community Network**



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding approval of ordinance 2023-01 repealing and replacing Ordinance 2022-12 establishing a general fee schedule for the City of Breckenridge.*(First Reading)*

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

City Staff reviews the Schedule of Fees on an annual basis. The goal is to cover the costs associated with the various city fees. The main changes include, for example, adding fees associated with development (platting, zoning) which were not listed previously, updating various fees that haven't been updated for several years (permits, inspection, after hours inspections) and updating water meter costs with new AMI costs. Please see attached CURRENT Schedule of Fees and PROPOSED Schedule of Fees.

### **FINANCIAL IMPACT:**

NA

### **STAFF RECOMMENDATION:**

Consider Schedule of Fee updates

## ORDINANCE NO. 2023-01

**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NO. 22-12; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; INCLUDING REVISED RATES FOR WATER AND SEWER SERVICES; PROVIDING AN OPEN MEETINGS CLAUSE; ESTABLISHING A REVENUE DEFICIT SURCHARGE ON ALL UTILITY ACCOUNTS; AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Breckenridge desires to provide a single and convenient location for a list of all fees charged by the City of Breckenridge; and

**WHEREAS**, the City Commission hereby authorizes amendments to the fee schedule by minute order of the City Commission.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:**

- I. **Repeal.** Ordinance No. 2022-12 adopted on **February 1, 2022**, is hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
- II. **Enactment.** Ordinance No. 2023-01 shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

\*\*\*\*\*

**Fee Schedule of the City of Breckenridge, Texas**  
Effective March 1, 2023

**I. Chapter 3 - Parks, playgrounds, etc.**

- (A) Non Profit Organization  
  
Non Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.
- (B) Park Pavilion and Trade Barn Rental (Sec. 3.20)

(1)	Daily Rental Fee	\$50.00
(2)	A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned.	
- (C) City Pool Per Session Fee (Sec. 3.20)

(1)	Individual, ages 4 years old and up	\$3.00
(2)	Individual, ages 3 years old and under	free
(3)	Child care facility with prior approval from Public Services Director	\$2.00
- (D) Pool Party Rates (Sec. 3.20)

(1)	2-hour (minimum) rental available on Saturdays only. Maximum 150 people.	\$250.00
(2)	A \$50.00 deposit is required and refundable if the pool area is left clean.	

**II. Chapter 4 - Animals and Fowl**

- (A) Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14): \$75.00 per year
- (B) Dog License Fee (Sec. 4-20): \$10.00 per year  
\*The Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.

- (C) Impoundment Fees (Sec. 4-31):
- (1) Impounded dog, cat, or fowl:
    - (a) Pound Fee: \$15.00 per animal or fowl
    - (b) Board Fee: \$10.00 per 24-hour period or part thereof
  - (c) Impounded dog without City License: \$25.00
  - (d) The cost of any vaccinations or veterinary care provided to the animal while impounded: \$25.00 Minimum
  - (2) All other impounded animals:
    - (a) Pound Fee: \$20.00 per animal
    - (b) Board Fee: \$15.00 per 24-hour period or part thereof
  - (c) The cost of any vaccinations or veterinary care provided to the animal while impounded: \$25.00 Minimum
- (D) Dangerous Dog Registration Fee (Sec 4-40): \$50.00 per year

### **III. Chapter 5 - Buildings and Structures**

- (A) Building Permits (Sec. 5-3):
- (1) New Construction: \$50.00 plus \$0.05 per square foot
  - (2) Remodel - Residential: \$50.00
  - (3) Remodel - Commercial: \$50.00 plus \$0.05 per square foot
  - (4) Sign, Fence, and Window: \$40.00
- (B) Demolition Permits (Sec. 5-4): \$100.00 plus insurance
- (C) Electrical Permits (Sec. 5-37):
- (1) Residential: \$50.00
  - (2) Commercial: \$50.00 plus \$0.05 per square foot
  - (3) Re-inspection Fee: \$50.00 per trip
  - (4) Meter Upgrade: \$75.00
- (D) Permit to Move Building (Sec. 5-51): \$50.00
- (E) Plumbing Permits and Inspections (Sec. 5-60.1):
- (1) Residential: \$40.00
  - (2) Commercial: \$40.00 plus \$0.05 per square foot
  - (3) Re-inspection Fee: \$25.00 per trip
  - (4) Inspections outside of normal business hours: \$75.00
  - (5) Inspections - no fee is specifically indicated: \$20.00 per hour (1/2 hour minimum)
  - (6) Additional plan review required by changes, additions, or revisions to approved plans: \$40.00 per hour (1/2 hour minimum)
- (F) Gas Permits and Inspections (Sec. 5-61.1):
- (1) Permit: \$40.00
  - (2) Re-inspection Fee: \$50.00 per trip
  - (3) Inspections outside of normal business hours: \$75.00
- (G) Mechanical Permits and Inspections (Sec. 5-100):
- \*For installation of heating, ventilating, refrigeration, or air conditioning systems
- (1) Residential: \$40.00
  - (2) Commercial: \$40.00 plus \$0.05 per square foot
  - (3) Re-inspection Fee: \$25.00 per trip

### **IV. Chapter 9 - Fire Protection and Prevention**

- (A) Fire Sprinkler Permits (Sec. 9-9): \$40.00

**V. Chapter 10 - Garbage, Trash, Weeds and Other Wastes**(A) Administrative Sanitation Fee: \$5.00(B) Trash Rate Codes:

(RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

T1 - RI	1 Poly Cart	\$ 16.25
T2 - RI	2 Poly Carts	\$ 24.35
T3 - RI	3 Poly Carts	\$ 32.50
T7 - RO	1 Poly Cart	\$ 16.25
T8 - RO	2 Poly Carts	\$ 24.35
T9 - RO	3 Poly Carts	\$ 32.50
T13-CI at RI rate	1 Poly Cart	\$ 16.25
T25	1 Poly Cart Delivery/Removal	\$28.00 per occur.
Lockbar Rental		\$13 per occur
Lockbar Installation		\$93.00 per occur.

(C) Convenience Station - Disposal Fee (Sec. 10-40):

(1) Citizens show their utility bill permitted 1 free dump each month

**CITY OF BRECKENRIDGE CONVENIENCE STAION RULES AND FEES TO BE CHARGED**

08/03/2018

<b>MATERIAL PUT IN ROLL-OFFS</b>
<b>ITEMS ACCEPTED = NORMAL HOUSEHOLD TRASH</b>
<b>ATTENDENT MAY ADJUST FEES BASED ON SIZE OF LOAD</b>
\$18.00 MINIMUM FEE
\$45.00 5-6' BED P/U LEVEL FULL
\$55.00 5-6' BED P/U ROUNDED UP
\$65.00 8' BED P/U LEVEL FULL
\$75.00 8' BED P/U ROUNDED UP
\$140.00 16' TRAILER
\$175.00 20' OR LARGER TRAILER
<b>ALL ITEMS MUST BE PUT IN ROLL-OFF NOT ON GROUND</b>
<b>MATERIAL PUT IN SMALL DUMPSTERS</b>
<b>ITEMS ACCEPTED = NORMAL HOUSEHOLD TRASH/ BAGGED TRASH</b>
<b>ATTENDENT MAY ADJUST FEES BASED ON SIZE OF LOAD</b>
\$8.00 MINIMUM
\$20.00 5-6' BED P/U LEVEL FULL
\$30.00 5-6' BED P/U ROUNDED UP
\$30.00 8' BED P/U LEVEL FULL
\$50.00 8' BED P/U ROUNDED UP
TRAILER - ATTENDENT WILL DETERMINE FEE
<b>ALL ITEMS MUST BE PUT IN DUMPSTER NOT ON GROUND</b>
<b>RECYCLE BINS-CARDBOARD BOXES MUST BE BROKEN DOWN</b>
<b>ITEMS NOT ACCEPTED</b>
APPLIANCES WITH FREON
PAINT-PAINT THINNER
CHEMICALS OF ANY KIND
TIRES
BATTERIES
VEHICLE PARTS
STONE OR CONCRETE
CONSTRUCTION MATERIAL
LUMBER MUST BE CUT INTO SHORT LENGTHS 4' OR LESS
PALLETS

**VI. Chapter 13 - Occupational Licenses and Regulations**

(A)	<u>Permit Fee for Shows, Circuses, etc.</u> (Sec. 13-3):	\$50.00 per day
(B)	<u>Peddler License Fees</u> (Sec. 13-65):	
(1)	Peddler or Solicitor:	
	(a) Application Fee:	\$50.00
	(b) License Fee:	\$50.00
(2)	Itinerant Vendor:	
	(a) License Fee:	\$250.00
(3)	Canvasser:	
	(a) Application Fee:	None
	(b) License Fee:	None
(4)	Mobile Food Vendor:	
	(a) Application Fee:	\$50.00

**VII. Chapter 14 - Offenses and Miscellaneous Provisions**

(A)	<u>Sport Shooting Range Application Fee</u> (Sec. 14-2):	\$25.00
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**VIII. Chapter 16 - Cemetery**

(A)	<u>Costs</u> (Sec. 16-10)		
(1)		Administration Fee	N/A
(2)	Section A	Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00
		Urn	\$ 150.00
(3)	Section B	Plot - Upright Head / Foot Stone	\$ 1,200.00
		Plot - Flat Head / Foot Stone	\$ 1,000.00
		Urn	\$ 150.00
(4)	Section C	Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00
		Urn	\$ 150.00
(5)	Section J	Plot - Upright Head / Foot Stone	\$ 800.00
		Plot - Flat Head / Foot Stone	\$ 400.00
		Urn	\$ 150.00
(6)	Section K	Plot - Upright Head / Foot Stone	\$ 600.00
		Plot - Flat Head / Foot Stone	\$ 300.00
		Urn	\$ 150.00
(7)	Baby Land	Plot - Flat Head / Foot Stone	\$ 50.00
(8)	Columbarium	Niches	\$ 400.00
			\$125.00

**IX. Chapter 17 - Streets and Sidewalks**

(A)	<u>Permit for Network Nodes</u> (Sec. 17-77):	\$500.00 for up to 5 Nodes* \$250.00 each Node after 5*
(B)	<u>Permit for Node Support Poles</u> (Sec. 17-77):	\$1,000.00*

*\*These fees shall only be changed pursuant to Chapter 284 of the Texas Local Government Code.*

(C) Public Right-of-Way Fees (Sec. 17-78):

- |     |                       |  |
|-----|-----------------------|--|
| (1) | Transport Facilities: | \$28.00 per Node in Right-of-Way per month** |
| (2) | Network Nodes:        | \$250.00 per Node per year**                 |
| (3) | Use of Service Poles: | \$20.00 per Pole utilized, per year**        |

*\*\*These fees may be increased annually by an amount equal to one-half of the annual change in the consumer price index, as per Section 284.054 of the Texas Local Government Code. Any other changes shall only be made pursuant to Chapter 284 of the Texas Local Government Code.*

X. Chapter 21 - Water and Sewers(A) Water Taps (Sec. 21-1):

- |      |  |             |
|------|--|-------------|
| (1)  | 3/4-inch water tap only                        | \$ 1,250.00 |
| (2)  | 3/4-inch water tap and pavement repair         | \$ 1,750.00 |
| (3)  | 3/4-inch water tap, bore and pavement repair   | \$ 2,575.00 |
| (4)  | 1-inch water tap only                          | \$ 1,450.00 |
| (5)  | 1-inch water tap and pavement repair           | \$ 1,950.00 |
| (6)  | 1-inch water tap, bore and pavement repair     | \$ 2,775.00 |
| (7)  | 1 1/2-inch water tap only                      | \$ 1,650.00 |
| (8)  | 1 1/2-inch water tap and pavement repair       | \$ 2,150.00 |
| (9)  | 1 1/2-inch water tap, bore and pavement repair | \$ 2,975.00 |
| (10) | 2-inch water tap only                          | \$ 1,850.00 |
| (11) | 2-inch water tap and pavement repair           | \$ 2,350.00 |
| (12) | 2-inch water tap, bore and pavement repair     | \$ 3,175.00 |

(B) Meter Sets (Sec. 21-1):

- |     |  |  |
|-----|--|--|
| (1) | 3/4-inch meter set                     | \$ 270.00  |
| (2) | 3/4-inch meter set outside city limits | \$ 540.00  |
| (3) | 1-inch meter set                       | \$ 410.00  |
| (4) | 1-inch meter set outside city limits   | \$ 820.00  |
| (5) | 1.5- inch meter set                    | inside city limits: \$1610.00.... Outside: \$3220.00 |
| (6) | 2-inch meter set                       | \$ 1,655.00  |
| (7) | 2-inch meter set outside city limits   | \$ 3,310.00  |

(C) Sewer Taps (Sec. 21-1):

- |     |  |             |
|-----|--|-------------|
| (1) | 4-inch sewer tap only  | \$ 1,630.00 |
| (2) | 4-inch sewer tap and pavement repair   | \$ 1,980.00 |
| (3) | 4-inch sewer tap, bore and pavement repair   | \$ 3,600.00 |
| (4) | Sewer services larger than four inch require connection to an existing or installed manhole and shall be contracted and paid for by the requester. |             |

**ROCK CLAUSE:** *the extra cost for excavation of rock shall be in addition to the fees associated above with the Water and Sewer Taps.*

(D) Minimum Security Deposit (Sec. 21-11):

- |  |   |          |
|--|---|----------|
| (1)  | Customers in good standing:   | \$220.00 |
| <i>At least two times the minimum rate for single-family residential homes within the City limits.</i> |   |          |
| (2)  | Customers with 2 or more disconnects within a 12 month period:  | \$440.00 |
| (3)  | If, in the judgement of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of |          |

the Finance Director will be sufficient to insure the city against loss due to nonpayment of final bill.

(E) Extensions & Pay Arrangements (Sec. 21-11):

- (1) Payment Extensions: ONLY Two (2) extensions of a maximum of ten (10) calendar days will be permitted on each account within a calendar year.
- (2) Payment Arrangements: At the discretion of the Finance Director or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.
- (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

(F) Water Rate Schedule (Sec. 21-12):

	<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1) <i>Residential Single Family:</i>		
First 2,000 gallons (minimum):	\$42.00	\$64.00
Next 3,000 gallons, per thousand:	\$7.05	\$10.90
Next 5,000 gallons, per thousand:	\$7.50	\$11.55
Next 10,000 gallons, per thousand:	\$8.75	\$13.40
Over 20,000 gallons, per thousand:	\$10.00	\$15.35
(2) <i>Commercial and Apartments:</i>		
First 2,000 gallons (minimum):	\$52.00	\$79.90
Next 3,000 gallons, per thousand:	\$7.05	\$10.90
Next 5,000 gallons, per thousand:	\$7.50	\$11.55
Next 10,000 gallons, per thousand:	\$8.75	\$13.40
Over 20,000 gallons, per thousand:	\$10.00	\$15.35
(3) Add \$5.40 or \$10.80 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$49.50 or \$74.25 minimum that is connected to the <b>same meter</b> .		
(4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
per one thousand gallons:		\$8.60
(5) <i>High Mesa Water Company:</i>		
First 2,000 gallons (minimum):		\$45.50
2,001 gallons and over, per one thousand gallons:		\$6.00
(6) <i>Stephens Regional Special Utility District:</i>		
per one thousand gallons:		\$6.00
(7) <i>Plant Water:</i>		
treated per one thousand gallons:		\$25.00
raw per one thousand gallons:		\$18.00
(8) <i>Meter Access:</i>		
Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way.		\$25.00

(G) Delinquent Account Fees (Sec. 21-15):

- (1) Late Payment Fee: \$25.00
- (2) Reconnection Fee:
  - (a) During normal operating hours: \$25.00

	(b) After hours:		\$50.00
(H)	<u>Rereads</u> (Sec. 21-16):		\$10.00*
(I)	<u>Temporary Disconnection of Service</u> (Sec. 21-17):		
	(1) Disconnection during normal operating hours:		\$25.00
	(2) Disconnection after hours:		\$50.00
	(3) Meter Tampering**		\$100.00
(J)	<u>Connection and Transfer Fees</u> (Sec. 21-19):		
	(1) Connection Fee:		
	(a) During normal operating hours:		\$25.00
	(b) After hours:		\$50.00
	(2) Transfer Fee:		
	(a) During normal operating hours:		\$25.00
	(b) After hours:		\$50.00
(K)	Return Check Fee (non-sufficient fund charge)		\$25.00
(L)	<u>Sewer Service Charges</u> (Sec. 21-44):		
		<i>Inside City Limits</i>	<i>Outside City Limits</i>
	(1) <i>Residential Single Family:</i>		
	First 5,000 gallons (minimum):	\$45.00	\$71.25
	Over 5,000 gallons, per thousand:	\$4.50	\$7.10
	Maximum monthly charge:	\$93.75	\$140.60
	(2) <i>All other use:</i>		
	First 5,000 gallons (minimum):	\$49.50	\$78.40
	Over 5,000 gallons, per thousand:	\$6.00	\$9.50
2	Maximum monthly charge:	\$500.00	\$750.00
	(3) <i>* Sewer Irrigation Credit:</i>		
	Residential Single Family:	\$30.00	\$60.00
	All other use:	\$105.00	\$210.00
	(4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
	per thousand gallons of water, or portion thereof, used monthly:		\$5.05
	(5) If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services.		
(M)	<u>Reconnection Fee</u> (Sec. 21-44):		
	(1) Reconnection during normal operating hours:		\$25.00
	(2) Reconnection after hours:		\$50.00
	<b>* Sewer Irrigation Credit must be requested by the customer each month qualified.</b>		
	<b>** Meter Tampering / Theft of Services:</b>		
	In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed. Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4000, confinement in jail for a term not to exceed 1 year, or both. Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment of delinquent bill. In addition to the amount of the delinquent bill, the reconnect fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100. Any account charged with tampering fee is required an additional \$300 deposit.		
(N)	<u>Penalties for Violations relating to Grease Traps/Interceptors</u> (Sec. 21.93):		
	(1) Blockage Caused by a Generator:		

(a) First Violation:	\$400.00
(b) Second Violation (within 2 years of 1st):	\$500.00
(c) Third Violation (within 2 years of 1st or 2nd):	\$750.00
(d) Repeat Offenders (in addition to penalty (a), (b), or (c)):	\$250.00
(2) General Violations:	
(a) First Violation:	Written Warning
(b) Second Violation (within 2 years of warning):	\$400.00
(c) Third Violation (within 2 years of warning):	\$500.00
(d) Fourth Violation (within 2 years of warning):	\$750.00
(e) Repeat Offenders (in addition to penalty (b), (c) or (d)):	\$250.00

#### **XI. Chapter 22 - Zoning**

(A)	<u>Permits Related to Zoning</u> (Sec. 22-8):	
(1)	Mobile Home Permits:	\$75.00
(2)	Certificate of Occupancy (on commercial application):	\$75.00
(3)	Locating Portable Building:	\$50.00
(4)	Zoning:	\$400.00
(5)	Preliminary Plat:	\$500.00
(6)	Final Plat:	\$400.00
(7)	Replat:	\$400.00
(8)	Variance Request:	\$200.00

\*\*\*\*\*

#### III. **Open Meetings.**

It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551, Texas Local Government Code.

#### IV. **Effective Date.**

This ordinance shall take effect on March 1, 2023 and shall be published prior to that time according to the terms of the City Charter and the Texas Local Government Code.

The above and foregoing ordinance was duly proposed, read in full, and adopted upon first reading on January 10, 2023 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on February 7, 2023 at a regular meeting of the City Commission.

\_\_\_\_\_  
Bob Sims, Mayor

ATTEST:

\_\_\_\_\_  
Jessica Sutter, City Secretary

S E A L

## APPENDIX A. - FEE SCHEDULE

I. Chapter 3—Parks, playgrounds, etc.

- (A) Non-profit Organization: Non-Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.
- (B) Park Pavilion and Trade Barn Rental (Sec. 3.20):
  - (1) Daily Rental Fee .....\$50.00
  - (2) A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned.
- (C) City Pool Per Session Fee (Sec. 3.20):
  - (1) Individual, ages four (4) years old and up .....\$3.00
  - (2) Individual, ages three (3) years old and under .....Free
  - (3) Child care facility with prior approval from Public Services Director .....\$2.00
- (D) Pool Party Rates (Sec. 3.20):
  - (1) 2-hour (minimum) rental available on Saturdays only. Maximum 150 people. ....\$250.00
  - (2) A \$50.00 deposit is required and refundable if the pool area is left clean. ....

II. Chapter 4—Animals and Fowl.

- (A) Permit for Selling, Grooming, Breeding, or Boarding of Dogs (per year) (Sec. 4-14): .....\$75.00
- (B) Dog License Fee (per year)(Sec. 4-20):\* .....\$10.00
  - \*The dog license fee may be waived by the animal services supervisor in the interest of animal care.
- (C) Impoundment Fees (Sec. 4-31): .....
  - (1) Impounded dog, cat, or fowl: .....
    - (a) Pound Fee (per animal or fowl): .....\$15.00
    - (b) Board Fee (per 24-hour period or part thereof): .....\$10.00
    - (c) Impounded dog without City License: .....\$25.00
    - (d) The cost of any vaccinations or veterinary care provided to the animal while impounded: .....\$25.00  
Minimum
  - (2) All other impounded animals: .....
    - (a) Pound Fee (per animal): .....\$20.00
    - (b) Board Fee (per 24-hour period or part thereof): .....\$15.00
    - (c)

The cost of any vaccinations or veterinary care provided to the animal while impounded: .....\$25.00  
Minimum

(D) Dangerous Dog Registration Fee (per year) (Sec. 4-40): .....\$50.00

III. **Chapter 5—Buildings and Structures.**

(A) Building Permits (Sec. 5-3): .....

(1) New Construction: .....\$50.00 plus  
\$0.05 per  
square foot

(2) Remodel - Residential: .....\$50.00

(3) Remodel - Commercial: .....\$50.00 plus  
\$0.05 per  
square foot

(4) Sign, Fence, and Window: .....\$40.00

(B) Demolition Permits (Sec. 5-4): .....\$100.00  
plus  
insurance

(C) Electrical Permits (Sec. 5-37): .....

(1) Residential: .....\$40.00

(2) Commercial: .....\$40.00 plus  
\$0.05 per  
square foot

(3) Re-inspection Fee (per trip): .....\$25.00

(4) Meter Upgrade: .....\$75.00

(D) Permit to Move Building (Sec. 5-51): .....\$50.00

(E) Plumbing Permits and Inspections (Sec. 5-60.1): .....

(1) Residential: .....\$40.00

(2) Commercial: .....\$40.00 plus  
\$0.05 per  
square foot

(3) Re-inspection Fee (per trip): .....\$25.00

(4) Inspections outside of normal business hours: .....Not  
available

(5) Inspections—No fee is specifically indicated (per hour (½ hour minimum)): .....\$20.00

(6)

Additional plan review required by changes, additions, or revisions to approved plans (per hour (½ hour minimum)): .....\$20.00

(F) Gas Permits and Inspections (Sec. 5-61.1): .....

(1) Permit: .....\$40.00

(2) Re-inspection Fee (per trip): .....\$25.00

(3) Inspections outside of normal business hours: .....Not available

(G) Mechanical Permits and Inspections (Sec. 5-100):

\* ;hg;For installation of heating, ventilating, refrigeration, or air conditioning systems .....

(1) Residential: .....\$40.00

(2) Commercial: .....\$40.00 plus  
\$0.05 per  
square foot

(3) Re-inspection Fee (per trip): .....\$25.00

#### IV. Chapter 9—Fire Protection and Prevention.

(A) Fire Sprinkler Permits (Sec. 9-9): .....\$40.00

#### V. Chapter 10—Garbage, Trash, Weeds and Other Wastes. ....

(A) Administrative Sanitation Fee: .....\$5.00

(B) Trash Rate Codes:

(RI = Residential Inside City Limits, CI = Commercial Inside City Limits,

RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

T1-RI	1 Poly Cart	\$16.25
T2-RI	2 Poly Carts	\$24.35
T3-RI	3 Poly Carts	\$32.50
T7-RO	1 Poly Cart	\$16.25
T8-RO	2 Poly Carts	\$24.35
T9-RO	3 Poly Carts	\$32.50
T13-CI at RI rate	1 Poly Cart	\$16.25

T25	1 Poly Cart Delivery/Removal	\$28.00 per occur.
Lockbar Rental		\$13.00 per occur.
Lockbar Installation		\$93.00 per occur.

(C) Convenience Station—Disposal Fee (Sec. 10-40): .....

(1) Per Cubic Yard: .....\$21.50

(2) Less than one (1) Cubic Yard: .....\$7.00 Minimum\*

\*Appropriate Fee for portion on 1 Cubic Yard

(3) Citizens show their utility bill permitted 1 free dump each month

VI. **Chapter 13—Occupational Licenses and Regulations.**

(A) Permit Fee for Shows, Circuses, etc. (per day)(Sec. 13-3): .....\$50.00

(B) Peddler License Fees (Sec. 13-65): .....

(1) Peddler or Solicitor: .....

(a) Application Fee: .....\$30.00

(b) License Fee: .....\$35.00

(2) Itinerant Vendor: .....

(a) License Fee: .....\$250.00

(3) Canvasser: .....

(a) Application Fee: .....None

(b) License Fee: .....None

(4) Mobile Food Vendor: .....

(a) Application Fee: .....\$25.00

VII. **Chapter 14—Offenses and Miscellaneous Provisions.**

(A) Sport Shooting Range Application Fee (Sec. 14-2): .....\$25.00

VIII. **Chapter 16—Cemetery.**

(A) Costs (Sec. 16-10): .....

(1) Administration Fee .....\$50.00

(2) Section A Plot—Upright Head/Foot Stone .....\$1,000.00

Plot—Flat Head/Foot Stone .....\$800.00

Urn .....\$150.00

(3) Section B Plot—Upright Head/Foot Stone .....\$1,200.00

Plot—Flat Head/Foot Stone .....\$1,000.00

Urn .....\$150.00

(4) Section C Plot—Upright Head/Foot Stone .....\$1,000.00

Plot—Flat Head/Foot Stone .....\$800.00

Urn .....\$150.00

(5) Section J Plot—Upright Head/Foot Stone .....\$800.00

Plot—Flat Head/Foot Stone .....\$400.00

Urn .....\$150.00

(6) Section K Plot—Upright Head/Foot Stone .....\$600.00

Plot—Flat Head/Foot Stone .....\$300.00

Urn .....\$150.00

(7) Baby Land Plot—Flat Head/Foot Stone .....\$50.00

(8) Columbarium—Niches .....\$400.00

Engraving .....\$125.00

#### IX. **Chapter 17—Streets and Sidewalks.**

(A) Permit for Network Nodes (Sec. 17-77): .....\$500.00 for

up to

5 Nodes\*

Each Node after 5 .....\$250.00\*

(B) Permit for Node Support Poles (Sec. 17-77): .....\$1,000.00\*

\*These fees shall only be changed pursuant to Chapter 284 of the Texas Local Government Code.

(C) Public Right-of-Way Fees (Sec. 17-78): .....

(1) Transport Facilities (per Node in Right-of-Way per month): .....\$28.00\*\*

(2) Network Nodes (per Node per year): .....\$250.00\*\*

(3) Use of Service Poles (per Pole utilized, per year): .....\$20.00\*\*

\*\*These fees may be increased annually by an amount equal to one-half of the annual change in the consumer price index, as per Section 284.054 of the Texas Local Government Code. Any other changes shall only be made pursuant to Chapter 284 of the Texas Local

## Government Code.

X. **Chapter 21—Water and Sewers.**(A) Water Taps (Sec. 21-1): .....

- (1) ¾-inch water tap only .....\$1,250.00
- (2) ¾-inch water tap and pavement repair .....\$1,750.00
- (3) ¾-inch water tap, bore and pavement repair .....\$2,575.00
- (4) 1-inch water tap only .....\$1,450.00
- (5) 1-inch water tap and pavement repair .....\$1,950.00
- (6) 1-inch water tap, bore and pavement repair .....\$2,775.00
- (7) 1 ½-inch water tap only .....\$1,650.00
- (8) 1 ½-inch water tap and pavement repair .....\$2,150.00
- (9) 1 ½-inch water tap, bore and pavement repair .....\$2,975.00
- (10) 2-inch water tap only .....\$1,850.00
- (11) 2-inch water tap and pavement repair .....\$2,350.00
- (12) 2-inch water tap, bore and pavement repair .....\$3,175.00

(B) Meter Sets (Sec. 21-1): .....

- (1) ¾-inch meter set .....\$270.00
- (2) ¾-inch meter set outside city limits .....\$540.00
- (3) 1-inch meter set .....\$410.00
- (4) 1-inch meter set outside city limits .....\$820.00
- (5) 2-inch meter set .....\$1,450.00
- (6) 2-inch meter set outside city limits .....\$2,900.00

(C) Sewer Taps (Sec. 21-1): .....

- (1) 4-inch sewer tap only .....\$1,630.00
- (2) 4-inch sewer tap and pavement repair .....\$1,980.00
- (3) 4-inch sewer tap, bore and pavement repair .....\$3,600.00
- (4) Sewer services larger than four inch require connection to an existing or installed manhole and shall be contracted and paid for by the requester.

ROCK CLAUSE: the extra cost for excavation of rock shall be in addition to the fees associated above with the Water and Sewer Taps.

(D) Minimum Security Deposit (Sec. 21-11): .....

- (1) Customers in good standing: .....\$200.00

At least two times the minimum rate for single-family residential homes within the City limits.

- (2) Customers with 2 or more disconnects within a 12-month period: .....\$400.00
- (3) If, in the judgement of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the city secretary will be sufficient to insure the city against loss due to nonpayment of final bill.

(E) Extensions & Pay Arrangements (Sec. 21-11):

- (1) Payment Extensions: ONLY Two (2) extensions of a maximum often (10) calendar days will be permitted on each account within a calendar year.
- (2) Payment Arrangements: At the discretion of the Finance Director or her/his designee, payment arrangements will be considered on a case-by-case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.
- (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

(F) Water Rate Schedule (Sec. 21-12):

		<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1)	<i>Residential Single Family:</i>		
	First 2,000 gallons (minimum):	\$42.00	\$64.00
	Next 3,000 gallons, per thousand:	\$7.05	\$10.90
	Next 5,000 gallons, per thousand:	\$7.50	\$11.55
	Next 10,000 gallons, per thousand:	\$8.75	\$13.40
	Over 20,000 gallons, per thousand:	\$10.00	\$15.35
(2)	<i>Commercial and Apartments:</i>		

	First 2,000 gallons (minimum):	\$52.00	\$79.90
	Next 3,000 gallons, per thousand:	\$7.05	\$10.90
	Next 5,000 gallons, per thousand:	\$7.50	\$11.55
	Next 10,000 gallons, per thousand:	\$8.75	\$13.40
	Over 20,000 gallons, per thousand:	\$10.00	\$15.35
(3)	Add \$5.40 or \$10.80 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$49.50 or \$74.25 minimum that is connected to the same meter.		
(4)	<i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
	per one thousand gallons:		\$8.60
(5)	<i>High Mesa Water Company:</i>		
	First 2,000 gallons (minimum):		\$45.50
	2,001 gallons and over, per one thousand gallons:		\$6.00
(6)	<i>Stephens Regional Special Utility District:</i>		
	per one thousand gallons:		\$6.00
(7)	<i>Plant Water:</i>		
	per one thousand gallons:		\$12.50
(8)	<i>Meter Access:</i>		
	Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way.		\$25.00

(G) Delinquent Account Fees (Sec. 21-15): .....

(1) Late Payment Fee: .....\$25.00

(2) Reconnection Fee: .....

(a) During normal operating hours: .....\$10.00

(b) After hours: .....\$25.00

(H) Rereads (Sec. 21-16): .....\$10.00\*(I) Temporary Disconnection of Service (Sec. 21-17): .....

(1) Disconnection during normal operating hours: .....\$10.00

(2) Disconnection after hours: .....\$25.00

(3) Meter Tampering\*\* .....\$100.00

## (J) Connection and Transfer Fees (Sec. 21-19): .....

(1) Connection Fee: .....

(a) During normal operating hours: .....\$10.00

(b) After hours: .....\$25.00

(2) Transfer Fee: .....

(a) During normal operating hours: .....\$10.00

(b) After hours: .....\$25.00

(K) Sewer Service Charges (Sec. 21-44):

		Inside City Limits	Outside City Limits
(1)	Residential Single Family:		
	First 5,000 gallons (minimum):	\$45.00	\$71.25
	Over 5,000 gallons, per thousand:	\$4.50	\$7.10
	Maximum monthly charge:	\$93.75	\$140.60

(2)	All other use:		
	First 5,000 gallons (minimum):	\$49.50	\$78.40
	Over 5,000 gallons, per thousand:	\$6.00	\$9.50
	Maximum monthly charge:	\$500.00	\$750.00
(3)	*Sewer Irrigation Credit:		
	Residential Single Family:	\$30.00	\$60.00
	All other use:	\$105.00	\$210.00
(4)	Texas Department of Criminal Justice—Walker Sayle Unit:		
	per thousand gallons of water, or portion thereof, used monthly:		\$5.05
(5)	If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services.		

(L) Reconnection Fee (Sec. 21-44):

(1) Reconnection during normal operating hours: .....\$10.00

(2) Reconnection after hours: .....\$25.00

\* Sewer Irrigation Credit must be requested by the customer each month qualified.

## \*\* Meter Tampering/Theft of Services:

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed.

Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4,000.00, confinement in jail for a term not to exceed 1 year, or both.

Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment of delinquent bill. In addition to the amount of the delinquent bill, the reconnect

fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100.00. Any account charged with tampering fee is required an additional \$300.00 deposit.

(M) Penalties for Violations relating to Grease Traps/Interceptors (Sec. 21.93): .....

(1) Blockage Caused by a Generator: .....

- (a) First Violation: .....\$400.00
- (b) Second Violation (within 2 years of 1st): .....\$500.00
- (c) Third Violation (within 2 years of 1st or 2nd): .....\$750.00
- (d) Repeat Offenders (in addition to penalty (a), (b), or (c)): .....\$250.00

(2) General Violations: .....

- (a) First Violation: .....Written Warning
- (b) Second Violation (within 2 years of warning): .....\$400.00
- (c) Third Violation (within 2 years of warning): .....\$500.00
- (d) Fourth Violation (within 2 years of warning): .....\$750.00
- (e) Repeat Offenders (in addition to penalty (b), (c) or (d)): .....\$250.00

XI. **Chapter 22—Zoning.**

(A) Permits Related to Zoning (Sec. 22-8): .....

- (1) Mobile Home Permits: .....\$50.00
- (2) Certificate of Occupancy (on commercial application): .....\$20.00
- (3) Locating Portable Building: .....\$40.00

( Ord. No. 21-11, § II, 9-7-21; Ord. No. 2022-01, §§ I, II, 1-4-22; Ord. No. 2022-12, §§ I, II, 9-6-22)

*Footnotes:*

--- (1) ---

**Note—** Effective October 1, 2022.

## APPENDIX A. - FEE SCHEDULE

I. Chapter 3—Parks, playgrounds, etc.

- (A) Non-profit Organization: Non-Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.
- (B) Park Pavilion and Trade Barn Rental (Sec. 3.20):
  - (1) Daily Rental Fee .....\$50.00
  - (2) A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned.
- (C) City Pool Per Session Fee (Sec. 3.20):
  - (1) Individual, ages four (4) years old and up .....\$3.00
  - (2) Individual, ages three (3) years old and under .....Free
  - (3) Child care facility with prior approval from Public Services Director .....\$2.00
- (D) Pool Party Rates (Sec. 3.20):
  - (1) 2-hour (minimum) rental available on Saturdays only. Maximum 150 people. ....\$250.00
  - (2) A \$50.00 deposit is required and refundable if the pool area is left clean. ....

II. Chapter 4—Animals and Fowl.

- (A) Permit for Selling, Grooming, Breeding, or Boarding of Dogs (per year) (Sec. 4-14): .....\$75.00
- (B) Dog License Fee (per year)(Sec. 4-20):\* .....\$10.00
  - \*The dog license fee may be waived by the animal services supervisor in the interest of animal care.
- (C) Impoundment Fees (Sec. 4-31): .....
  - (1) Impounded dog, cat, or fowl: .....
    - (a) Pound Fee (per animal or fowl): .....\$15.00
    - (b) Board Fee (per 24-hour period or part thereof): .....\$10.00
    - (c) Impounded dog without City License: .....\$25.00
    - (d) The cost of any vaccinations or veterinary care provided to the animal while impounded: .....\$25.00  
Minimum
  - (2) All other impounded animals: .....
    - (a) Pound Fee (per animal): .....\$20.00
    - (b) Board Fee (per 24-hour period or part thereof): .....\$15.00
    - (c)

The cost of any vaccinations or veterinary care provided to the animal while impounded: .....\$25.00  
Minimum

(D) Dangerous Dog Registration Fee (per year) (Sec. 4-40): .....\$50.00

III. **Chapter 5—Buildings and Structures.**

(A) Building Permits (Sec. 5-3): .....

(1) New Construction: .....\$50.00 plus  
\$0.05 per  
square foot

(2) Remodel - Residential: .....\$50.00

(3) Remodel - Commercial: .....\$50.00 plus  
\$0.05 per  
square foot

(4) Sign, Fence, and Window: .....\$40.00

(B) Demolition Permits (Sec. 5-4): .....\$100.00  
plus  
insurance

(C) Electrical Permits (Sec. 5-37): .....

(1) Residential: .....\$50.00

(2) Commercial: .....\$50.00  
\$0.05 per  
square foot

(3) Re-inspection Fee (per trip): .....\$50.00

(4) Meter Upgrade: .....\$75.00

(D) Permit to Move Building (Sec. 5-51): .....\$50.00

(E) Plumbing Permits and Inspections (Sec. 5-60.1): .....

(1) Residential: .....\$40.00

(2) Commercial: .....\$40.00 plus  
\$0.05 per  
square foot

(3) Re-inspection Fee (per trip): .....\$25.00

(4) Inspections outside of normal business hours: .....\$75.00

(5) Inspections—No fee is specifically indicated (per hour (½ hour minimum)): .....\$20.00

(6)

Additional plan review required by changes, additions, or revisions to approved plans (per hour (½ hour minimum)): .....\$40.00

(F) Gas Permits and Inspections (Sec. 5-61.1): .....

(1) Permit: .....\$40.00

(2) Re-inspection Fee (per trip): .....\$50.00

(3) Inspections outside of normal business hours: .....\$75.00

(G) Mechanical Permits and Inspections (Sec. 5-100):

\* ;hg;For installation of heating, ventilating, refrigeration, or air conditioning systems .....

(1) Residential: .....\$50.00

(2) Commercial: .....\$50.00 plus  
\$0.05 per  
square foot

(3) Re-inspection Fee (per trip): .....\$25.00

#### IV. Chapter 9—Fire Protection and Prevention.

(A) Fire Sprinkler Permits (Sec. 9-9): .....\$40.00

#### V. Chapter 10—Garbage, Trash, Weeds and Other Wastes. ....

(A) Administrative Sanitation Fee: .....\$5.00

(B) Trash Rate Codes:

(RI = Residential Inside City Limits, CI = Commercial Inside City Limits,

RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

T1-RI	1 Poly Cart	\$16.25
T2-RI	2 Poly Carts	\$24.35
T3-RI	3 Poly Carts	\$32.50
T7-RO	1 Poly Cart	\$16.25
T8-RO	2 Poly Carts	\$24.35
T9-RO	3 Poly Carts	\$32.50
T13-CI at RI rate	1 Poly Cart	\$16.25

T25	1 Poly Cart Delivery/Removal	\$28.00 per occur.
Lockbar Rental		\$13.00 per occur.
Lockbar Installation		\$93.00 per occur.

(C) Convenience Station—Disposal Fee (Sec. 10-40): .....

(1) Citizens show their utility bill permitted 1 free dump each month

(see attached document)

#### VI. Chapter 13—Occupational Licenses and Regulations.

(A) Permit Fee for Shows, Circuses, etc. (per day)(Sec. 13-3): .....\$50.00

(B) Peddler License Fees (Sec. 13-65): .....

(1) Peddler or Solicitor: .....

(a) Application Fee: .....\$50.00

(b) License Fee: .....\$50.00

(2) Itinerant Vendor: .....

(a) License Fee: .....\$250.00

(3) Canvasser: .....

(a) Application Fee: .....None

(b) License Fee: .....None

(4) Mobile Food Vendor: .....

(a) Application Fee:.....\$50.00

#### VII. Chapter 14—Offenses and Miscellaneous Provisions.

(A) Sport Shooting Range Application Fee (Sec. 14-2): .....\$25.00

#### VIII. Chapter 16—Cemetery.

(A) Costs (Sec. 16-10): .....

(1) Administration Fee .....\$50.00

(2) Section A Plot—Upright Head/Foot Stone .....\$1,000.00

Plot—Flat Head/Foot Stone .....\$800.00

Urn .....\$150.00

(3) Section B Plot—Upright Head/Foot Stone .....\$1,200.00

Plot—Flat Head/Foot Stone .....\$1,000.00

Urn .....\$150.00

(4) Section C Plot—Upright Head/Foot Stone .....\$1,000.00

Plot—Flat Head/Foot Stone .....\$800.00

Urn .....\$150.00

(5) Section J Plot—Upright Head/Foot Stone .....\$800.00

Plot—Flat Head/Foot Stone .....\$400.00

Urn .....\$150.00

(6) Section K Plot—Upright Head/Foot Stone .....\$600.00

Plot—Flat Head/Foot Stone .....\$300.00

Urn .....\$150.00

(7) Baby Land Plot—Flat Head/Foot Stone .....\$50.00

(8) Columbarium—Niches .....\$400.00

Engraving .....\$125.00

#### IX. **Chapter 17—Streets and Sidewalks.**

(A) Permit for Network Nodes (Sec. 17-77): .....\$500.00 for

up to

5 Nodes\*

Each Node after 5 .....\$250.00\*

(B) Permit for Node Support Poles (Sec. 17-77): .....\$1,000.00\*

\*These fees shall only be changed pursuant to Chapter 284 of the Texas Local Government Code.

(C) Public Right-of-Way Fees (Sec. 17-78): .....

(1) Transport Facilities (per Node in Right-of-Way per month): .....\$28.00\*\*

(2) Network Nodes (per Node per year): .....\$250.00\*\*

(3) Use of Service Poles (per Pole utilized, per year): .....\$20.00\*\*

\*\*These fees may be increased annually by an amount equal to one-half of the annual change in the consumer price index, as per Section 284.054 of the Texas Local Government Code. Any other changes shall only be made pursuant to Chapter 284 of the Texas Local

## Government Code.

X. Chapter 21—Water and Sewers.(A) Water Taps (Sec. 21-1): .....

- (1) ¾-inch water tap only .....\$1,250.00
- (2) ¾-inch water tap and pavement repair .....\$1,750.00
- (3) ¾-inch water tap, bore and pavement repair .....\$2,575.00
- (4) 1-inch water tap only .....\$1,450.00
- (5) 1-inch water tap and pavement repair .....\$1,950.00
- (6) 1-inch water tap, bore and pavement repair .....\$2,775.00
- (7) 1 ½-inch water tap only .....\$1,650.00
- (8) 1 ½-inch water tap and pavement repair .....\$2,150.00
- (9) 1 ½-inch water tap, bore and pavement repair .....\$2,975.00
- (10) 2-inch water tap only .....\$1,850.00
- (11) 2-inch water tap and pavement repair .....\$2,350.00
- (12) 2-inch water tap, bore and pavement repair .....\$3,175.00

(B) Meter Sets (Sec. 21-1): .....

- (1) ¾-inch meter set .....\$365.00
- (2) ¾-inch meter set outside city limits .....\$730.00
- (3) 1-inch meter set .....\$510.00
- (4) 1-inch meter set outside city limits .....\$1020.00
- (5) 2-inch meter set .....\$1655.00
- (6) 2-inch meter set outside city limits .....\$3310.00

(C) Sewer Taps (Sec. 21-1): .....

- (1) 4-inch sewer tap only .....\$1,630.00
- (2) 4-inch sewer tap and pavement repair .....\$1,980.00
- (3) 4-inch sewer tap, bore and pavement repair .....\$3,600.00
- (4) Sewer services larger than four inch require connection to an existing or installed manhole and shall be contracted and paid for by the requester.

ROCK CLAUSE: the extra cost for excavation of rock shall be in addition to the fees associated above with the Water and Sewer Taps.

(D) Minimum Security Deposit (Sec. 21-11): .....

- (1) Customers in good standing: .....\$220.00

At least two times the minimum rate for single-family residential homes within the City limits.

- (2) Customers with 2 or more disconnects within a 12-month period: ....\$440.00
- (3) If, in the judgment of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgment of the Finance Director will be sufficient to insure the city against loss due to nonpayment of final bill.

(E) Extensions & Pay Arrangements (Sec. 21-11):

- (1) Payment Extensions: ONLY Two (2) extensions of a maximum often (10) calendar days will be permitted on each account within a calendar year.
- (2) Payment Arrangements: At the discretion of the Finance Director or her/his designee, payment arrangements will be considered on a case-by-case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.
- (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

(F) Water Rate Schedule (Sec. 21-12):

		<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1)	<i>Residential Single Family:</i>		
	First 2,000 gallons (minimum):	\$42.00	\$64.00
	Next 3,000 gallons, per thousand:	\$7.05	\$10.90
	Next 5,000 gallons, per thousand:	\$7.50	\$11.55
	Next 10,000 gallons, per thousand:	\$8.75	\$13.40
	Over 20,000 gallons, per thousand:	\$10.00	\$15.35
(2)	<i>Commercial and Apartments:</i>		

	First 2,000 gallons (minimum):	\$52.00	\$79.90
	Next 3,000 gallons, per thousand:	\$7.05	\$10.90
	Next 5,000 gallons, per thousand:	\$7.50	\$11.55
	Next 10,000 gallons, per thousand:	\$8.75	\$13.40
	Over 20,000 gallons, per thousand:	\$10.00	\$15.35
(3)	Add \$5.40 or \$10.80 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$49.50 or \$74.25 minimum that is connected to the same meter.		
(4)	<i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
	per one thousand gallons:		\$8.60
(5)	<i>High Mesa Water Company:</i>		
	First 2,000 gallons (minimum):		\$45.50
	2,001 gallons and over, per one thousand gallons:		\$6.00
(6)	<i>Stephens Regional Special Utility District:</i>		
	per one thousand gallons:		\$6.00
(7)	<i>Plant Water:</i>		
	treated per one thousand gallons:		\$25.00
	raw per one thousand gallons:		\$18.00
(8)	<i>Meter Access:</i>		
	Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way.		\$25.00

(G) Delinquent Account Fees (Sec. 21-15): .....

(1) Late Payment Fee: .....\$25.00

(2) Reconnection Fee: .....

(a) During normal operating hours: .....\$25.00

(b) After hours: .....\$50.00

(H) Rereads (Sec. 21-16): .....\$10.00\*(I) Temporary Disconnection of Service (Sec. 21-17): .....

(1) Disconnection during normal operating hours: .....\$25.00

(2) Disconnection after hours: .....\$50.00

(3) Meter Tampering\*\* .....\$100.00

(J) Connection and Transfer Fees (Sec. 21-19): .....

(1) Connection Fee: .....

(a) During normal operating hours: .....\$25.00

(b) After hours: .....\$50.00

(2) Transfer Fee: .....

(a) During normal operating hours: .....\$25.00

(b) Afterhours:....\$50.00

(K) Sewer Service Charges (Sec. 21-44):

		Inside City Limits	Outside City Limits
(1)	Residential Single Family:		
	First 5,000 gallons (minimum):	\$45.00	\$71.25
	Over 5,000 gallons, per thousand:	\$4.50	\$7.10
	Maximum monthly charge:	\$93.75	\$140.60

(2)	All other use:		
	First 5,000 gallons (minimum):	\$49.50	\$78.40
	Over 5,000 gallons, per thousand:	\$6.00	\$9.50
	Maximum monthly charge:	\$500.00	\$750.00
(3)	*Sewer Irrigation Credit:		
	Residential Single Family:	\$30.00	\$60.00
	All other use:	\$105.00	\$210.00
(4)	Texas Department of Criminal Justice—Walker Sayle Unit:		
	per thousand gallons of water, or portion thereof, used monthly:		\$5.05
(5)	If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services.		

(L) Reconnection Fee (Sec. 21-44):

(1) Reconnection during normal operating hours: .....\$25.00

(2) Reconnection after hours: .....\$50.00

\* Sewer Irrigation Credit must be requested by the customer each month qualified.

## \*\* Meter Tampering/Theft of Services:

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed.

Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4,000.00, confinement in jail for a term not to exceed 1 year, or both.

Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment of delinquent bill. In addition to the amount of the delinquent bill, the reconnect

fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100.00. Any account charged with tampering fee is required an additional \$300.00 deposit.

(M) Penalties for Violations relating to Grease Traps/Interceptors (Sec. 21.93): .....

(1) Blockage Caused by a Generator: .....

- (a) First Violation: .....\$400.00
- (b) Second Violation (within 2 years of 1st): .....\$500.00
- (c) Third Violation (within 2 years of 1st or 2nd): .....\$750.00
- (d) Repeat Offenders (in addition to penalty (a), (b), or (c)): .....\$250.00

(2) General Violations: .....

- (a) First Violation: .....Written Warning
- (b) Second Violation (within 2 years of warning): .....\$400.00
- (c) Third Violation (within 2 years of warning): .....\$500.00
- (d) Fourth Violation (within 2 years of warning): .....\$750.00
- (e) Repeat Offenders (in addition to penalty (b), (c) or (d)): .....\$250.00

XI. **Chapter 22—Zoning.**

(A) Permits Related to Zoning (Sec. 22-8): .....

- (1) Mobile Home Permits:.....\$75.00
- (2) Certificate of Occupancy (on commercial application):.....\$75.00
- (3) Locating Portable Building:.....\$50.00
- (4) Zoning:.....\$400.00
- (5) Preliminary Plat:.....\$500.00
- (6) Final Plat:.....\$400.00
- (7) Replat:.....\$400.00
- (8) Variance Request:.....\$200.00

( Ord. No. 21-11 , § II, 9-7-21; Ord. No. 2022-01 , §§ I, II, 1-4-22; Ord. No. 2022-12 , §§ I, II, 9-6-22)

*Footnotes:*

--- (1) ---

**Note—** Effective October 1, 2022.



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any action to adopt Resolution 2023-02 awarding an administration contract for a 2023 CDBG Downtown Revitalization Grant.

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

In 2021/2022 the City of Breckenridge applied for the Texas Community Development Block Grant Program Downtown Revitalization Grant Program. Although the City was not awarded this grant, we were the next city in line to receive funding. It has been recommended that because The City of Breckenridge was so close to being awarded the Grant that we reapply for the 2023 year.

The grant program is the same as last year and will fund a project between \$250,000.00 and \$500,000.00 with at least 50% of the project focused on sidewalks in a downtown area. We are submitting the same request, sidewalk improvements on Elm and Rose.

As part of the application process the staff sent out proposals to three planning firms on December 15, 2022, with a required response date of December 29, 2022. The City Only received one response from Public Management, therefore, staff is recommending the commission award the contract to Public Management for assistance with applying for the grant. There will be no charge for the application which means if we do not get awarded the grant the City will not be out any funds. Their proposal is \$35,000. Should we be awarded the grant, we will be required to provide \$75,000 in local funding. The local match can go towards admin fees and engineering fees.

Included in your packet is projected timeline for the project, background information on Public Management Inc., area map for proposed sidewalk, ADA Ramp, Lighting and Curb improvements, and the proposed Public Management contract.

**FINANCIAL IMPACT:**

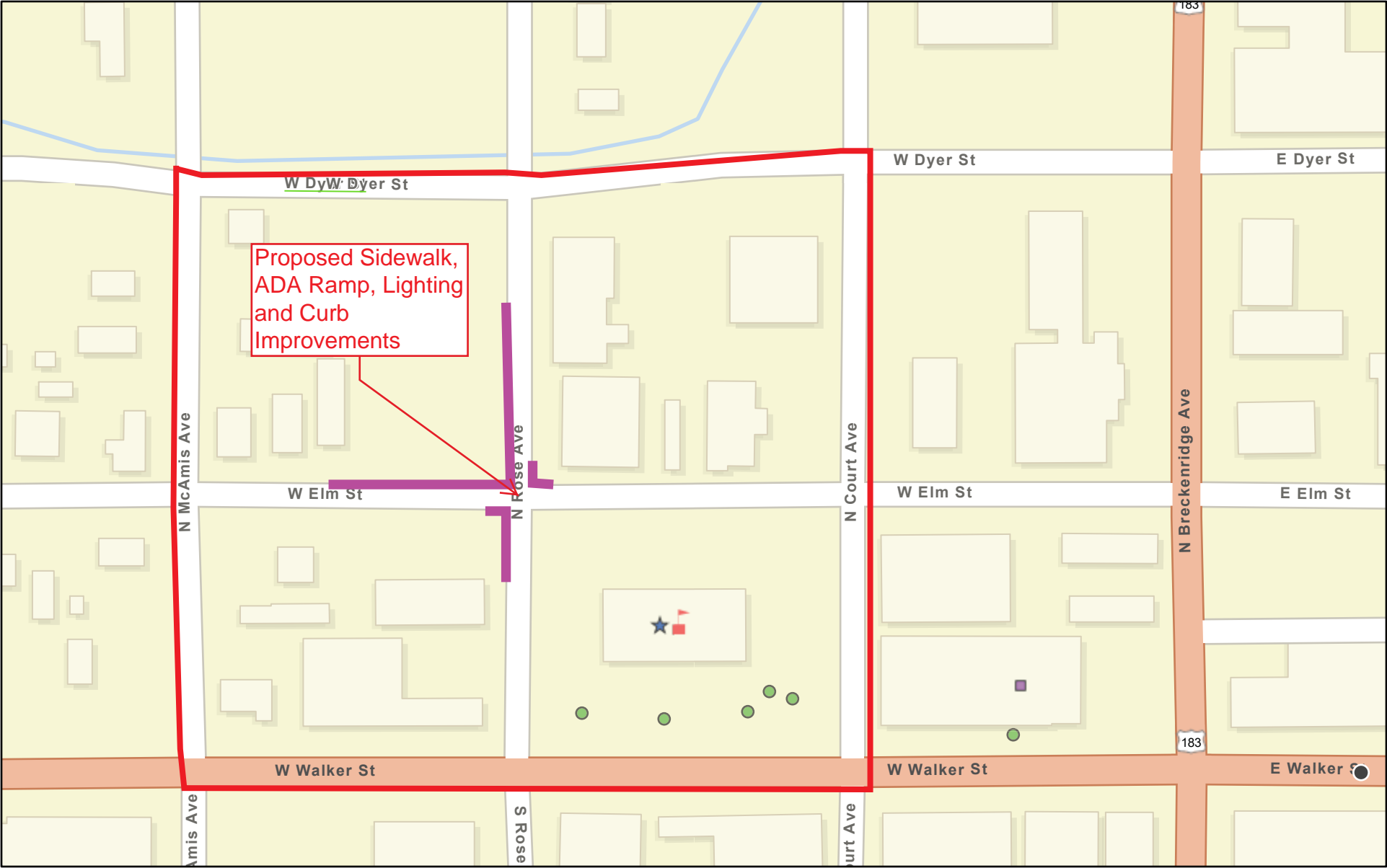
The City will be responsible for \$75,000 in local funding if awarded

**STAFF Recommendation:**

Move to approve Resolution 2023-02 awarding an administration contract for a 2023 CDBG Downtown Revitalization Grant to Public Management Inc.

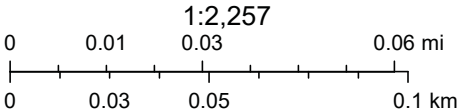
# City of Breckenridge Area Map

Item 6.



May 27, 2022

- Museum
- County Courthouse
- Historical Marker
- National Register Properties



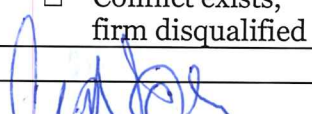
Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

## Form A508

## Texas Community Development Block Grant

## Phase Two Solicitation for Administrative/Planning Services

## Evaluation of Proposals

<b>Applicant Community:</b>	City of Breckenridge						
<b>Evaluation Team:</b> (at least three persons required, including one local official)	<b>Name of Evaluator</b>		<b>Title</b>				
	Blake Hamilton		Commissioner Place 1				
	Jessica Sutter		City Secretary				
	Cynthia Northrup		City Manager				
<b>Program:</b> (list ONLY one program per form, create a separate A508 for each additional program)	2023/2024 TxCDBG – Community Development Fund						
<b>Description of Anticipated Project:</b>	Eligible activities under the 2023/2024 Regional Priorities including water, sewer, street, and drainage improvements.						
<b>Date Solicitation Sent:</b>	12/15/2022						
<b>Responses received:</b>	<b>Name of Firm</b>		<b>Date Response Received</b>				
	Public Management Inc.		12/27/2023				
<b>Evaluation of Proposals:</b> (revise/add/delete services in this section as appropriate)	<b>Enter for each criterion &amp; proposal:</b> (criteria listed on A506) <ul style="list-style-type: none"> <li>Points awarded, or</li> <li>Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U).</li> </ul>						
Name of Firm	Experience	Prior Work Performance	Capacity to Perform	Proposed Cost	Other	Other	Notes
Public Management Inc.							
Blake Hamilton	40	30	20	10			
Jessica Sutter	40	30	20	10			
Cynthia Northrup	40	25	20	10			
Total avg.	40	28	20	10			
<b>Firm Recommended:</b>							
<b>Firm Selected:</b>							
	* If Firm Selected differs from Firm recommended by Evaluators, provide explanation						
<b>Conflict of Interest Evaluated by:</b>	<input type="checkbox"/> Conflict exists, firm disqualified <input checked="" type="checkbox"/> No conflict exists						
<b>Date Awarded by Governing Body:</b>							
<b>Signature of Lead Evaluator:</b>							

Planning • Financing • Management

December 22, 2022

Cynthia Northrop  
City Manager  
City of Breckenridge  
105 North Rose Ave.  
Breckenridge, TX 76424

RE: City of Breckenridge Professional Grant Administration Services for Texas Community  
Development Block Grant (TxCDBG) 2023 Downtown Revitalization Program

Dear Ms. Northrop:

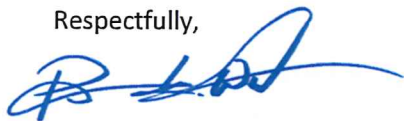
We are excited for the opportunity to submit this proposal to the City of Breckenridge for Grant Administration Services. We have assembled a highly qualified team that will be dedicated to identifying, pursuing, and implementing funding opportunities to address your community development goals and needs.

To date, Public Management, Inc. has guided its clients to over \$850 million in various funding initiatives which span multiple state and federal sources. Of this amount over \$142 million is associated to community development projects. All project previously managed by Public Management, Inc. have been closed out on time and within budget.

For forty years our Team has been dedicated to the mission of Building Vibrant and Sustainable Communities. Our performance and longevity are examples of our ability to deliver the needs of our clients and achieve our mission. Additionally, our extensive knowledge of the regulations and procedures of federal programs makes us well-equipped to assist the City with both day-to-day program management as well as high level policy issues. The Public Management, Inc. team has implemented state and federal programs throughout the Region for decades. Strategically located in north Texas, our Team will be able to effectively and efficiently assist all coordination related to this funding.

As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our proposed costs of services (\$35,000.00 / 7% of grant request), as detailed in Section V & VI of the included Administrative Services contract (See Proposed Cost of Services tab), for a period of ninety (90) days and will acknowledge the terms and conditions resulting in an awarded contract. We look forward to working on this much needed project!

Respectfully,



Patrick K. Wiltshire  
President and CEO

Planning • Financing • Management

December 22, 2022

Cynthia Northrop  
City Manager  
City of Breckenridge  
105 North Rose Ave.  
Breckenridge, TX 76424

RE: Proposed Cost Structure, Letter of Profit Statement and Negotiation

Dear Ms. Northrop:

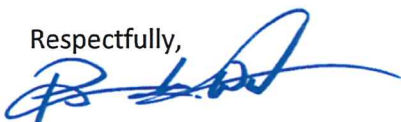
Public Management, Inc.'s proposed fee for Application Preparation and Administrative Services are based on the pursuit of the TxCDBG Downtown Revitalization Fund program in the amount of \$500,000.00. A fixed fee of \$35,000.00 is being proposed to assist with all aspects of grant management (there is no fee for application preparation). This cost would be 7% of the City's grant request amount and less than the TDA's recommended Administrative Service cap.

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity must evaluate costs and negotiate profit as a separate element of the price for each contract in which there is no price competition and in cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

As detailed on the following pages (sample contract), our fee schedule and hourly rates are in-line with other established schedules by similar federal programs (FMEA, CDBG, etc.). Of this fee, our level of profit for is approximately 5-10%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing project start-up and mapping documents; the environmental review process; complete contract management and coordination with all vendors and contractors; labor standards requirements; financial management oversight; procurement compliance; contract closeout; as well as our investment in hiring and training highly qualified project managers; and the quality of our past work as demonstrated in our proposal.

Since the City must review our proposed costs and consider our profit and negotiate it separately from our overall contract price, please accept this letter as the attachment to our proposed fee.

Respectfully,



Patrick K. Wiltshire  
President

This contract ("Contract") is made and entered effective \_\_\_\_\_, 2022 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF BRECKENRIDGE**, ("Client") for the purpose of retaining Consultant to render **Application and Administration Services** to the Client for Texas Community Development Block Grant Program (TxCDBG) – Downtown Revitalization Program (DRP), administered by the Texas Department of Agriculture (TDA).

Client and Consultant agree that Consultant will provide services to Client on the terms and conditions outlined in this Contract.

### I.

Consultant will provide Client with administrative services as follows:

#### PRE- FUNDING SERVICES:

**Application Preparation:** The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with Client staff to provide an overview;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

#### POST FUNDING SERVICES

##### **GENERAL ADMINISTRATION SERVICES**

**Administrative Duties:** The Team will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

**Recordkeeping:** The Team will assist the Client with maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

**Financial Management:** The Team will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).
- Keep track of disbursement of funds and ensure that the vendors are paid within the required timeframe set out by the funding agency.

**Construction Management:** The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the project's complexities.

#### CONTRACT ADMINISTRATION SERVICES

**Administrative Duties:** The Team will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Team will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Monthly/Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

**Real Property Acquisition (as applicable):** The Team will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- ***If it is determined that property needs to be acquired, Public Management, Inc. will perform the following services according to the URA for an additional fee.***
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

**Environmental Services:** The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- ***Not included in this service are archeological, engineering, or other special service costs mandated by environmental review record compliance agencies.***

**Civil Rights Requirements:** The Team will structure the program so that all procurement procedures, contracts, and policies will be in accordance with state and federal regulations associated thereto. Ensure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Team will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

**Procurement/Bidding/Contracting:** Procurement is the process through which an entity obtains goods and services from vendors. The Team will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

**Labor Standards Monitoring:** The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The Team will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Team will also ensure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Ensure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

**Force Account (as applicable):** The Team will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency. ***Public Management, Inc. may consider an additional fee for these services depending upon the scope of Force Account activities.***

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

**Contract Close-out Assistance:** The Team will prepare any necessary reports required by the funding agency to close out the project. The Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.



## Contract

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials \_\_\_\_\_

Consultant Initials \_\_\_\_\_

### II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment III**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

### III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

### IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

### V.

For work associated to the **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee of 7% of the grant request amount not to exceed **Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)** for **Administrative Services**.

The proposed fee is based on the submission of an application that requests the maximum grant funds allowable (\$500,000.00). Any application submitted less than the maximum allowable will be billed at 10% of the final request amount

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#### VI.

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

Services that fall outside the regular scope and/or are not part of the proposed scope will be billed according to the hourly rate and fee schedule defined in **Corporate Hourly Rate and Fee Schedule (Attachment II)**. *Prior to Consultant performing any services which are not part of the proposed scope, Consultant shall submit to Client, per paragraph of this contract, a projected hourly schedule and projected total fee for approval.*

#### VII.

Payment of the fees associated with ("**Part V. and VI.**") - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

#### VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

#### IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

#### X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or Program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within thirty (30) days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within thirty (30) days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

## XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close

out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

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**XII.**

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

**XIII.**

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

**XIV.**

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

**XV.**

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

**XVI.**

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

**XVII.**

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

**XVIII.**

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.



Contract

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



\_\_\_\_\_  
PATRICK K. WILTSHIRE  
President/CEO

*Client*

\_\_\_\_\_  
Chief Elected Official

ATTEST:

\_\_\_\_\_



Contract

**Attachment I  
Work Authorization**

For work associated to City of Breckenridge Contract No. XXXXX-XXXX and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

**Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00)**

The fees are payable upon receipt of invoice from Consultant in accordance with the following schedule for Administrative Services.

<b><u>ADMINISTRATIVE SERVICES</u></b>		
Preliminary Administrative Requirements	<b>25%</b>	<b>\$8,750.00</b>
Environmental Review	<b>25%</b>	<b>\$8,750.00</b>
Start of Construction	<b>20%</b>	<b>\$7,000.00</b>
Construction Completion	<b>20%</b>	<b>\$7,000.00</b>
Closeout Documents	<b>10%</b>	<b>\$3,500.00</b>
<b>TOTAL FEE</b>		<b>\$35,000.00</b>

It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the client indicate that personal services were compensated at greater than reasonable rates.

*Client*

\_\_\_\_\_  
PATRICK K. WILTSHIRE  
President/CEO

\_\_\_\_\_  
Chief Elected Official

ATTEST:

\_\_\_\_\_

**Attachment II**  
**Corporate Hourly Rate & Fee Schedule**

PUBLIC MANAGEMENT, INC.  
2022 Hourly Rate

Principal Consultant	\$275.00/HR
Senior Consultant	\$250.00/HR
Senior Project Manager	\$225.00/HR
Environmental Specialist	\$200.00/HR
Project Manager	\$200.00/HR
Planner	\$200.00/HR
GIS Manager	\$200.00/HR
GIS Technician	\$185.00/HR
Assistant Project Manager/Planner	\$170.00/HR
Compliance Specialist	\$150.00/HR
Executive Assistant	\$125.00/HR

*Hourly rates for personnel not listed will be billed at direct payroll cost*

**REIMBURSABLE EXPENSES**

- Travel (vehicle miles traveled) at allowable IRS rate per mile, or at actual out-of-pocket cost.
- Actual cost of subsistence and lodging.
- Actual cost of long-distance telephone calls, expenses, charges, delivery charges, and postage.
- Actual invoiced cost of materials required for the job and used in drafting and allied activities, including printing and reproduction.

This rate schedule will be applicable through December 31, 2022. In January, 2023, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

### ATTACHMENT III TERMS AND CONDITIONS

I.

#### Equal Employment Opportunity

During the performance of this Contract, Consultant agrees as follows:

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

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for

purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant

agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.

(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]

## II.

### Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

## III.

### Section 109 of the Housing and Community Development Act of 1974

The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

## IV.

### Section 504 Rehabilitation Act of 1973, as Amended

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including

discrimination in employment, under any program or activity receiving federal financial assistance.

## V.

### Age Discrimination Act of 1975

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## VI.

### "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than \$100,000)

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

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

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

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an

e) applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

#### VII.

##### Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

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

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

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

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the

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

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

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

#### VIII.

##### Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

#### IX.

##### Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

#### X.

##### Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

#### XI.

##### Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689

(1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Consultant. The

Consultant understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

## XII.

## Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

## XIII.

## Clean Air and Water.

(Applicable to contracts in excess of \$100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of \$100,000.

## XIV.

## Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

## XV.

## Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

PROJECT TIMELINE																																
ACTIVITY	DURATION IN MONTHS																															
	1	2	3	4	5	6		7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Procurement							Application Submission (6-12 Month Delay)																									
Application Development																																
Contract Award																																
Preliminary Administration																																
Environmental & Design																																
Project Bid																																
Start of Construction																																
50% Complete																																
100% Complete																																
Closeout																																

### PROCUREMENT

- Determine Method
- Publication & Solicitation
- Receipt & Review
- Recommendation & Award
- Contract Execution

1-2  
MONTHS

### APPLICATION DEVELOPMENT

- Eng. Project Justification
- High Quality Maps
- Service Area/Benefit Map
- Alternate Project List
- CIP Plan
- Beneficiary Verification
- Public Hearing
- Application Development
- Resolution
- Final Notice
- Application Submission

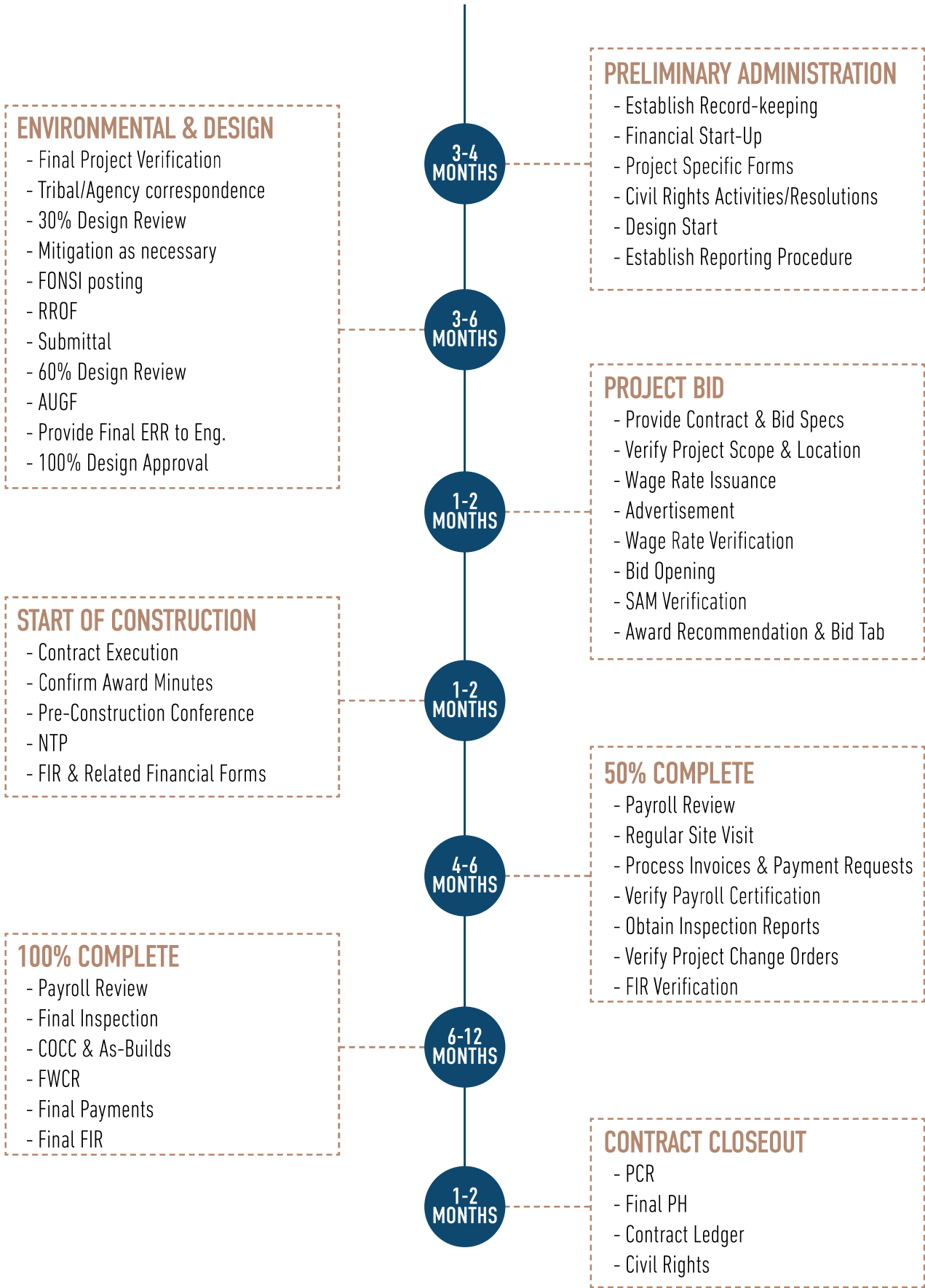
3-4  
MONTHS

Application Submission (6-12 Month Delay)

### CONTRACT AWARD

- Contract Execution
- Award Call/Kickoff Meeting
- On-Site Visit
- ERR Start-Up
- PS & Budget Review
- Update Maps as Necessary
- Confirm Alternate as Necessary

1-2  
MONTHS





**PUBLIC  
MANAGEMENT**  
EST. 1982

WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.  
COMMITTED TO IMPACTFUL SOLUTIONS.  
DRIVEN TO MAKE A DIFFERENCE.

**PROPOSAL:**  
City of Breckenridge

APPLICATION DEVELOPMENT &  
ADMINISTRATIVE SERVICES

TEXAS DEPARTMENT OF AGRICULTURE (TDA) 2023  
DOWNTOWN REVITALIZATION PROGRAM (DRP)



# INTRODUCTION

*"Public Management, Inc. has been an excellent partner for Chambers County for more than a decade. Their team offers a wealth of knowledge and does an excellent job of guiding our County through the grant application, administration, and auditing process. They are always accessible and answer every question that we have. We are looking forward to continuing to work with Public Management, Inc. in the future."*

**- Chambers County**

# INTRODUCTION

## ABOUT US

Public Management, Inc. was founded to help Texas communities navigate the challenges faced when pursuing prosperity for their cities and towns. We empower our clients to grow and improve the quality of life for their residents through sound planning, financing, and management initiatives. We believe in the potential of every Texas city and town and exist to Build Vibrant and Sustainable Communities. Public Management, Inc. is more than a consultant. We do more than grant management and offer much more than typical planning services. We help communities, big and small, in the pursuit of prosperity.

## THE PUBLIC MANAGEMENT, INC. TEAM



**JAKE MCADAMS**  
Regional Project Manager



**LISETTE HOWARD**  
Project Manager



**Morgan Verette**  
Project Manager



**DALTON AIKEN**  
Project Manager / GIS Technician

Public Management, Inc. will commit the Team consisting of Jake McAdams, Lisette Howard, Morgan Verette, and Dalton Aiken. Each member of the Team is located and works in the North Texas region, with the main office located in Granbury, Texas. As a group, this Team has secured and delivered impactful community projects for various cities and counties within the region.

Public Management, Inc. is uniquely positioned to deliver superior Grant Administration Services for the City for the following reasons:

1) Location - Granbury, Texas - easily accessible to City offices; 2) Experience securing and managing TDA TxDBG contracts - over \$140 million; 3) Project and Location Familiarity - Public Management, Inc. Has worked in the region for decades and understands the needs of the communities within the area.

## PROPOSAL STRUCTURE

This proposal is organized in a way that should be clear and concise to the reviewers. The Approach & Methodology section details our specific project approach and methodology for this Proposal, as well as provides a description of the services that will be conducted. The Proposed Cost of Services section will detail Public Management, Inc.'s fee structure and hourly rate. The Team included to get to know our staff. The Experience section will provide the overall impact that Public Management, Inc. has had on its clients. Within the References the reviewer will find client details and contact information. The Required Forms section includes all pertinent documents to this proposal and the Additional Information Section provides the total experience of the company.

# INTRODUCTION

## DECADES OF EXPERIENCE

Public Management, Inc. has been committed to aiding Texans since 1982. Our team collectively has decades of experience managing over 1,000 projects for more than 225 cities and towns across the state. With client funding ranging from \$10,000 to \$100 million, our people are equipped with the right tools and knowledge to ensure the successful follow through of a community's goals.

## BY THE NUMBERS

### OVERVIEW

1982 - Present

**\$850M**

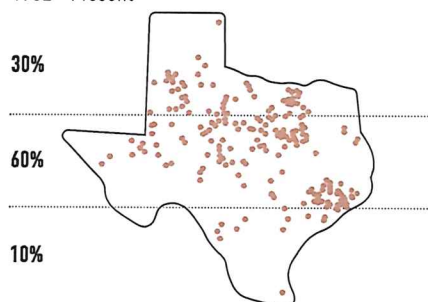
Total  
Funding

**225**

Communities  
Impacted

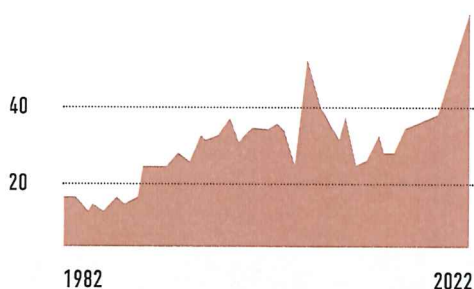
### PROJECTS BY REGION

1982 - Present



### COMMUNITIES IMPACTED

1982 - Present



### CLIENT FUNDING

1982 - Present

**\$3.7M**

Average Client  
Funding

**\$21M**

Average Annual  
Client Funding

### Government Codes

Employer Identification Number: 76-0361938

Cage Code: 6QDN5

Duns Number: 945630507

NAICS: 541611

### Litigation History

None

### Financial Solvency

Public Management, Inc. has been in continuous operation for 40 years. The corporation maintains stringent fiscal policy with prudent budget operations. Public Management, Inc. has a healthy financial outlook with no debt.

### Conflicts

None

# INTRODUCTION

## OFFICE LOCATIONS

Public Management, Inc. currently operates six office locations: three physical offices and three satellite offices.



### HOUSTON, TX

Public Management, Inc. headquarters is located at 15355 Vantage Parkway West, Suite #108, Houston, Texas 77032. This office location serves the South and Southeast Texas region and is the main company office from which all corporate administration and support services originate.

### GRANBURY, TX

The Granbury office services the Dallas-Fort Worth Metroplex and is located at 312 South Morgan St., Granbury, Texas 76048.

### LUBBOCK, TX

The Lubbock office serves the West Texas region and is located at 8207 Hudson St., Suite C, Lubbock, Texas 79423.

## SATELLITE OFFICES

### ABILENE, TX

Abilene serves as the satellite office for the West Texas region.

### MCKINNEY, TX

McKinney serves as the satellite office for the Dallas-Fort Worth region.

### SAN ANTONIO, TX

San Antonio serves as the satellite office for the Houston and West Texas region.

## PROPOSAL STRUCTURE

This proposal is organized in a fashion that should be clear and concise to the reviewers. Specifically, we have submitted the requested information in a manner that will highlight the vast experience and history of Public Management, Inc. The Introduction section will provide the overall impact that Public Management, Inc. has had on its clients around the state. The Scope of Work section details our specific project approach and methodology for this RFP, as well as provides a description of the services that will be conducted. The Experience section lists all relative projects that have been managed by Public Management, Inc. The References section provides specific contacts of clients that Public Management, Inc. is working with or has completed work for. The Team section highlights the individuals with Public Management, Inc. that will be assigned to this contract. The Contract section provides a proposed Allocation Administration and Management Services contract with all associated contract inclusions as well as proposed cost. Within the Required Forms section all pertinent RFP submittals will be located.

# SCOPE OF WORK

*"The City of Baytown has successfully worked with Public Management, Inc. over 10 years. Public Management has assisted with obtaining new funding sources, managing the complicated grant funding for infrastructure projects, and monitoring all disaster funding for Baytown. Their team is composed of consummate professionals and deliver excellent, knowledgeable customer service. They have been a great liaison with the county and state officials as they speak their language and have a crystal-clear understanding of the convoluted regulations."*

**- City of Baytown**

# WE HELP COMMUNITIES IN PURSUIT OF PROSPERITY.

*In addition to securing funds to help meet their goals, communities count on our team to plan, research, navigate and manage the entire process.*

## METHODOLOGY

The Team will immediately begin conducting application assessment and project development meetings to familiarize all parties with the schedule of the proposed funding source, necessary documents, and procedural compliance. These will set the stage for comprehensive understanding of the program and allow the Client to secure funding.

The Team will maintain constant communication to ensure all parties are aware of the project status for successful application submittal. Once an application is submitted, the Team will monitor the review and scoring process and report the status back to the Client. If an application is scheduled for award, the Team will notify the Client of the results and discuss next steps and important procedures to undertake in order to be prepared for contract initiation.

Upon successful contract development, the Team will work with the appropriate funding and/or administrative agency to ensure that all review and approval requirements are met so that awards will be made. The Team will utilize a project management system to track projects from application development to contract closeout. This system will ensure accountability, efficiency, and effectiveness.



### PLANNING

Did you know you can often get financial assistance for short- and long-term strategic planning? We have the relationships and the resources to help you start preparing for the future today.



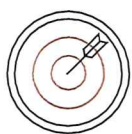
### ECONOMIC DEVELOPMENT

Through federal and state programs, we can help you obtain the funding you need to build infrastructure, attract businesses, and create jobs in your community.



### COMMUNITY DEVELOPMENT

We can show you what's available from state or federal sources, so you can see what's possible in your community.



# PRE-FUNDING SERVICES

*Let's start at the beginning, when your project is little more than a "What if?" Working together, we help your community define what's important and look ahead to what's next.*

## Application Preparation

The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application.

### 1. SCHEDULE DEVELOPMENT

Evaluate funding requirements and develop an application timeline. Focus will be given to major development milestones with required deliverables.

### 2. PROGRAM REVIEW

Present program details and application requirements. Cover submission requirements and critical document development.

### 3. MEETING COORDINATION

Facilitate meetings (stakeholders, engineer, staff, etc.) to ensure application and schedule compliance.

### 4. CITIZEN PARTICIPATION

Coordinate public meetings and outreach efforts that are defined in local Citizen Participation Plan. In some cases, this may include the development of appropriate citizen participation plans.

### 5. PROJECT DEVELOPMENT

Work with the engineer and staff to identify and prioritize needs. Develop an action plan to address these needs and implement the community needs assessment strategy.

### 6. BENEFICIARY REVIEW

Assess project impact area to determine appropriate beneficiary methodology. Review census data to determine applicability and advise on the necessity of project area income survey.

### 7. PRELIMINARY ENVIRONMENTAL REVIEW

Conduct environmental impact analysis to determine project effects in flood prone regions, wetlands, as well as endangered species.

### 8. MAPPING

Generate quality maps which depict the project and benefit area. Maps will be used to detail project location as well as environmental impact.

### 9. APPLICATION COMPLETION & SUBMISSION

Compile finalized application material, including approved budget and project impact detail, and prepare for submission. Complete electronic records will be maintained for reference.



# POST-FUNDING SERVICES

*A little help and guidance can go a long way toward building your community. Whether it's for three months or 30 years, we'll show up, step up, and go to work as an extension of your team.*

## 1. ADMINISTRATIVE DUTIES

The Team will coordinate all program elements to effectuate successful project development. This includes stakeholder meeting to determine goals/objectives, reporting and project progress dissemination, as well as the overall contract maintenance. The development of clear communication between the Client and any other appropriate service providers will allow the Team to act as the liaison in all matters concerning the project.

## 2. RECORD KEEPING

The Team will assist the with developing and maintaining all records generated by the program. This includes all records required by the funding agency and the Client (i.e. program management records) in both physical and digital formats.

## 3. FINANCIAL MANAGEMENT

The Team will assist with the development and maintenance of the contract ledger, general journal, cash receipts and all other necessary financial documents. Additionally, the Team will develop and submit payment requests in line with contract milestones, as well as monitor the Client's financial system.

## 4. CONSTRUCTION MANAGEMENT

The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. This includes on-site visitations, document control and scope realignment, and project meetings.

## 5. REAL PROPERTY ACQUISITION (AS APPLICABLE):

The Team will assist with preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property. This includes following appropriate federal regulations and detailed by the Uniform Act. This includes administrative coordination of parcel selection, value determination, and outreach/correspondence.

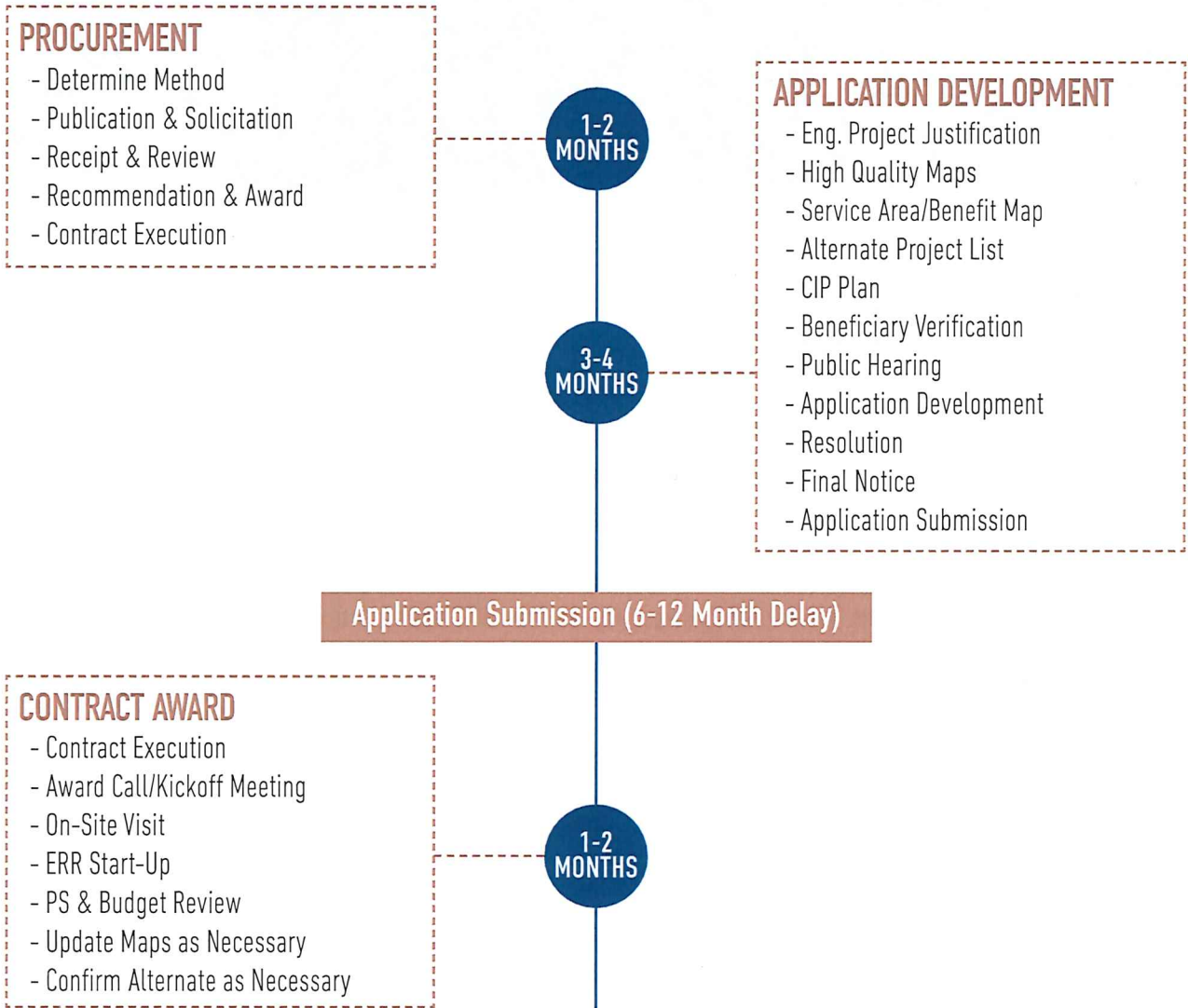
## 6. ENVIRONMENTAL SERVICES

The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable. On-site visits and appropriate consultation will be conducted to ensure project compliance.

## 7. CIVIL RIGHTS REQUIREMENTS

The Team will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. This includes processes that ensure the Client and its contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

PROJECT TIMELINE																																
ACTIVITY	DURATION IN MONTHS																															
	1	2	3	4	5	6	Application Submission (6-12 Month Delay)	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	
Procurement																																
Application Development																																
Contract Award																																
Preliminary Administration																																
Environmental & Design																																
Project Bid																																
Start of Construction																																
50% Complete																																
100% Complete																																
Closeout																																



**8. PROCUREMENT/BIDDING/CONTRACTING:**

The Team will advise on the implementation of appropriate procurement procedures to obtain professional and construction services necessary to complete the project(s). This includes ensuring compliance with Local Government Code Chapter 252 as well as 2 CFR 200.320.

**9. LABOR STANDARDS MONITORING:**

The Team will ensure that all labor standards laws and regulations are observed during the course of the project. The program will be structured so that all procurement procedures and contracts will meet equal opportunity requirements. This includes compliance with the Davis-Bacon Act, Fair Labor Standards Act, Contract Work Hours & Safety Standards Act, as well as other prevailing labor requirements.

**10. FORCE ACCOUNT (AS APPLICABLE):**

The Team will assist the Client in preparing force account documentation for the project and will consolidate this information for suitable presentation to the funding agency. Record development, review and maintenance will be coordinated to ensure project milestones are tracked and costs are reimbursed.

**11. CONTRACT CLOSE-OUT ASSISTANCE:**

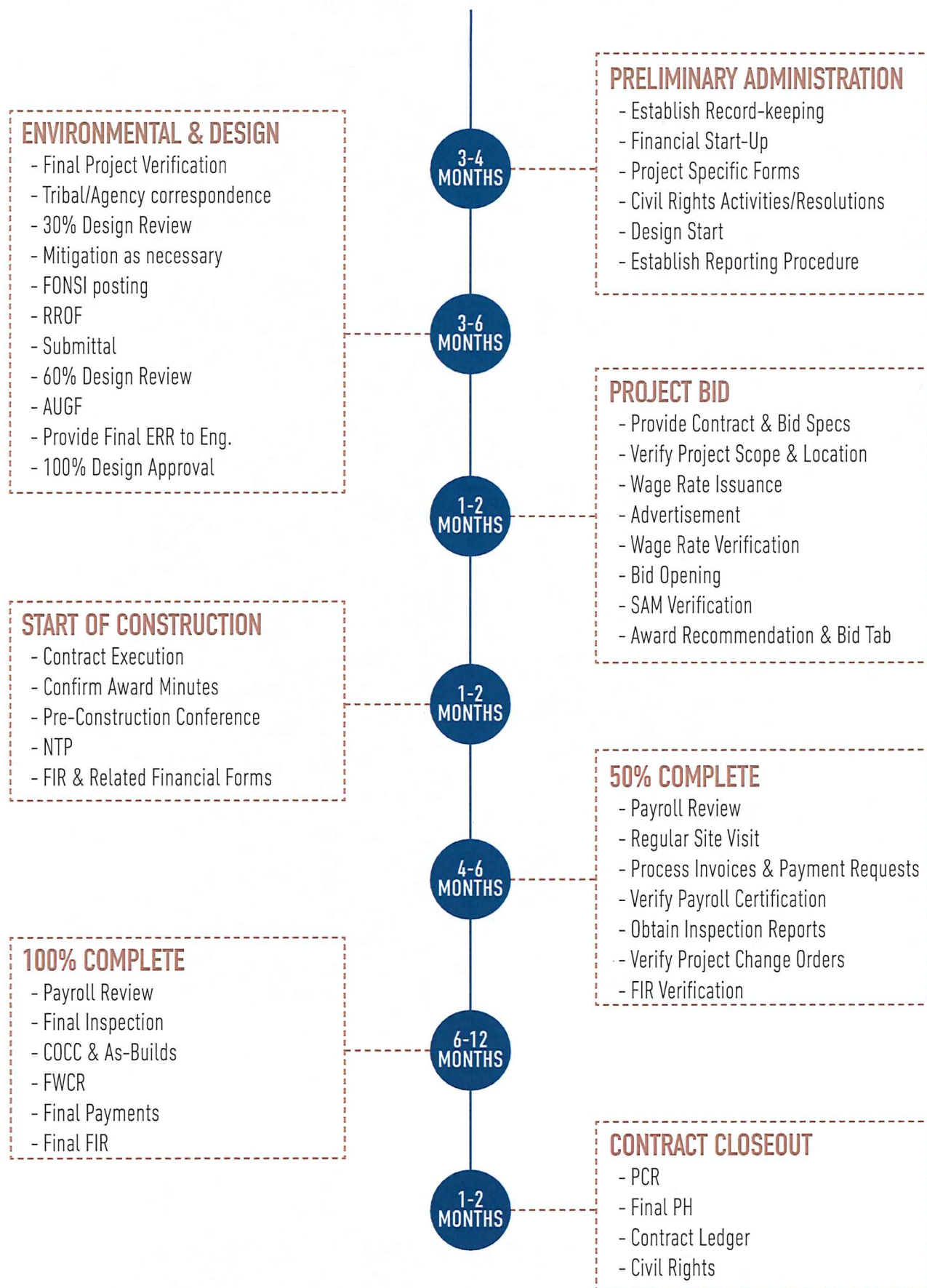
The Team will develop and maintain all necessary reports required by the funding agency to close out the project. This includes conducting final project inspections, evaluating contract completion documents, and coordinating stakeholder review. Lastly, the Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

## PROJECT APPROACH

The Team will utilize local and regional staff as the primary contacts to provide continuous, logistical, and technical support during the course of the project. The Team will work closely with state and federal agencies to ensure that all requirements are met and that the project remains on track. The Client will have access to the Team and our methodology ensures that the Client will be informed throughout the course of the project.

Our holistic approach to community needs provide the Client with a sufficient understanding of the challenges at hand as well as the resources available to address these needs. When funding is secured, the Team will then work to implement the program from award to successful closeout. The Team's primary focus will be to ensure that proposed project is achieving desired outcomes that will provide the greatest benefit to the community.

The following page details a typical project timeline from procurement and application development through contract award and closeout. Although project complexities, as well as other extenuating circumstances, may alter the schedule it is presented here for reference and an understanding of the overall process.



# EXPERIENCE

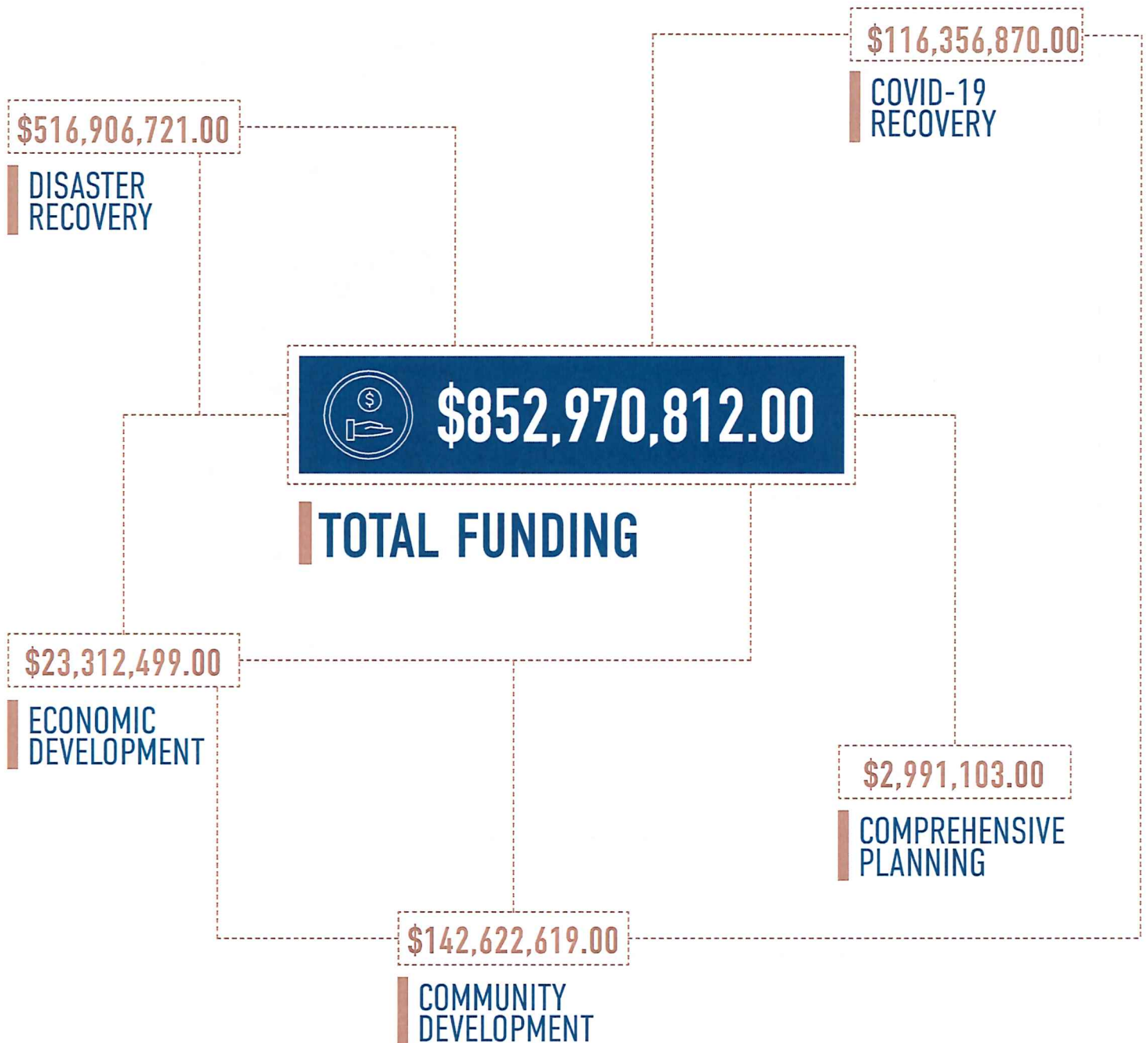
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*"I highly recommend Public Management, Inc. services to any organization. We've worked with them for over two decades, and had a great experience. Their knowledge has enabled us to receive grants for utility lines in our low to moderate income areas multiple times, where there is a real need. The impact this has made on our community can't be put into words. The team at Public Management, Inc. is always professional, organized and highly experienced. We look forward to working with them on all our grant needs in the future."*

**- City of El Campo**

# EXPERIENCE SUMMARY

Item 6.



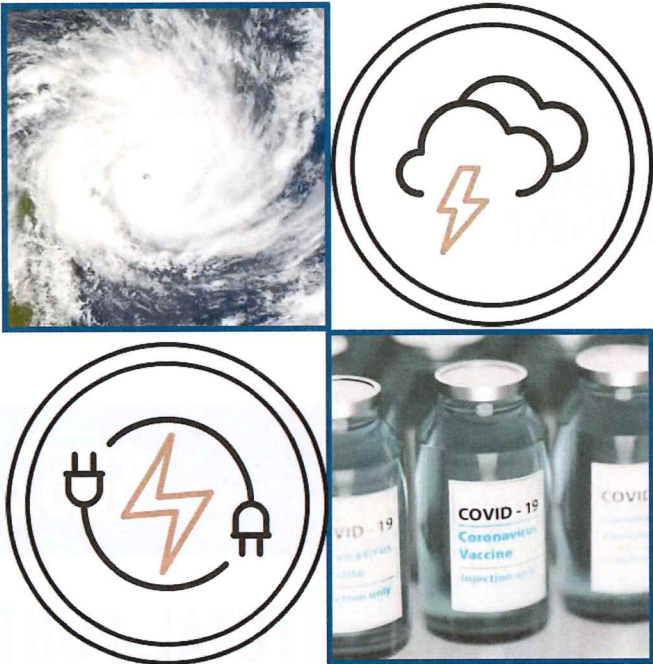
1982

PERFORMANCE PERIOD

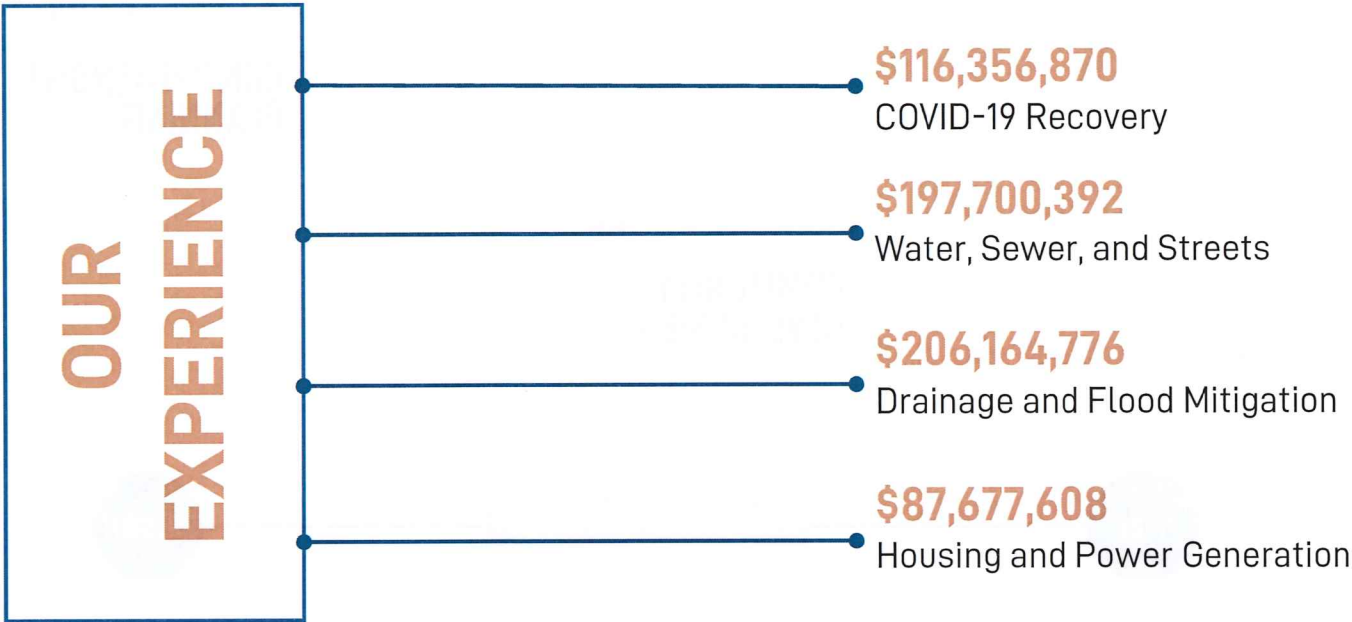
PRESENT

# EXPERIENCE WITH DISASTER RECOVERY

Public Management, Inc. has managed over \$500,000,000 in federally funded disaster recovery grants since 1982. These projects have included improving public infrastructure, managing housing programs, and mitigating future storms or public health disasters.

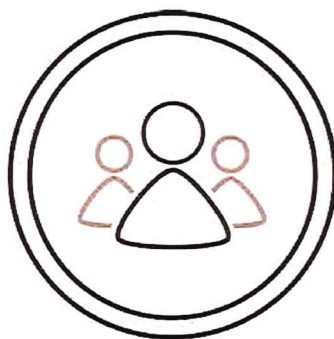
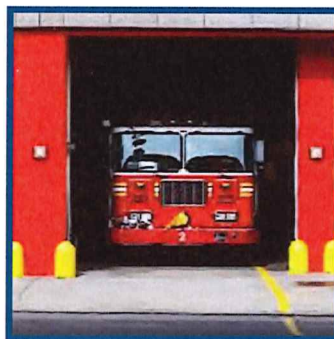


WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND  
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION



# EXPERIENCE WITH COMMUNITY DEVELOPMENT

Public Management, Inc. has managed over \$142,000,000 in federally funded community development grants since 1982. These projects have included improving public infrastructure, construction of public parks, and the procurement of assets critical to the provision of government services.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND  
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

## OUR EXPERIENCE

**\$132,120,532**

Water and Sewer Projects

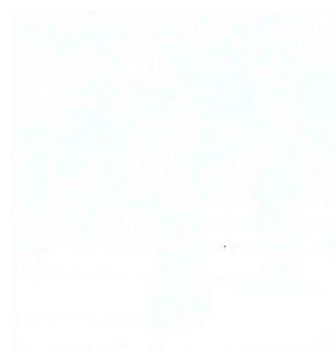
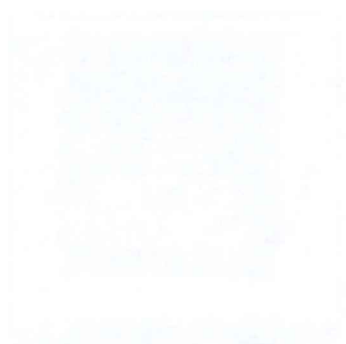
**\$3,387,157**

Parks and Flood Mitigation

**\$6,424,288**

Streets and Power Generation

# COMMUNITY DEVELOPMENT EXPERIENCE WITH



Community Development Experience With

The following information is provided for your reference:

1. The community development experience with the community development organization is as follows:

2. The community development experience with the community development organization is as follows:

3. The community development experience with the community development organization is as follows:

4. The community development experience with the community development organization is as follows:

5. The community development experience with the community development organization is as follows:

6. The community development experience with the community development organization is as follows:

7. The community development experience with the community development organization is as follows:

8. The community development experience with the community development organization is as follows:

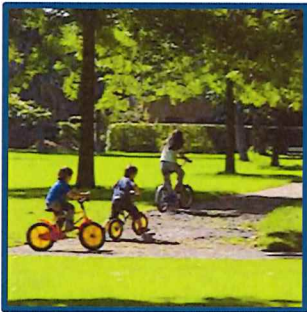
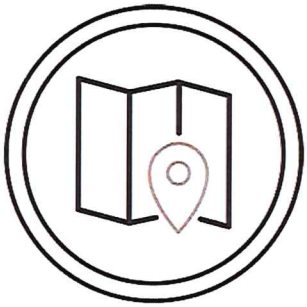
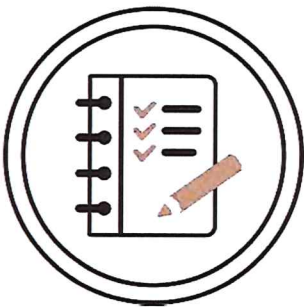
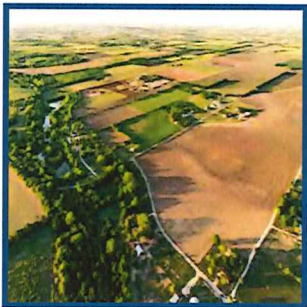
9. The community development experience with the community development organization is as follows:

10. The community development experience with the community development organization is as follows:

1. The community development experience with the community development organization is as follows:	
2. The community development experience with the community development organization is as follows:	
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8. The community development experience with the community development organization is as follows:	
9. The community development experience with the community development organization is as follows:	
10. The community development experience with the community development organization is as follows:	

# EXPERIENCE WITH COMPREHENSIVE PLANNING

Public Management, Inc. has completed nearly \$3,000,000 in federally funded comprehensive planning and capacity building grants since 1982. Our planning experience covers land use planning, zoning, and drainage, general community mapping and much more.



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND  
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION



# COMPREHENSIVE PLANNING EXPERIENCE WITH



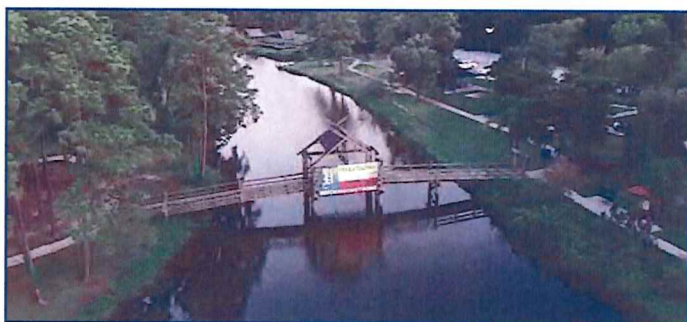
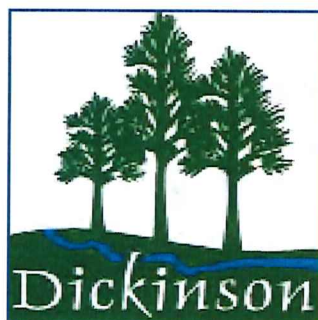
Our experience with comprehensive planning is extensive and includes a wide range of projects and services. We have worked with numerous state and local governments to develop and implement comprehensive planning processes. Our expertise includes:

- Conducting comprehensive planning studies and assessments
- Developing comprehensive planning documents and policies
- Implementing comprehensive planning programs and initiatives
- Providing technical assistance and training to state and local governments



## OUR EXPERIENCE

## CASE STUDY: DICKINSON, TEXAS



OUR SERVICE TO THE CITY OF DICKINSON EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM LONG-RANGE PLANNING, TO SECURING PUBLIC INFRASTRUCTURE FUNDING FOR MAJOR DISASTER RECOVERY PROJECTS, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY THROUGH CRITICAL INITIATIVES AND SECURED OVER \$90 MILLION.

# FOCUSED ON SUSTAINABILITY

WE FOCUS ON IMPACTS AND OUTCOMES TO DRIVE COMMUNITY NEEDS AND NAVIGATE THE ARRAY OF FUNDING OPPORTUNITIES.

### CLIENT CHALLENGES

Identify and prioritize a large number of community development and disaster recovery projects

Secure funding to cover budget shortfall

Guide decision-makers in planning and development of proposed projects

### OUR SOLUTIONS

Advised on state and federal regulations and developed programs aimed at effective implementation

Incorporated results-oriented projects

Managed projects from planning through construction

### THE RESULTS

Secured over \$90 million in community development & disaster recovery funding

Developed and constructed major infrastructure improvements to enhance sustainability

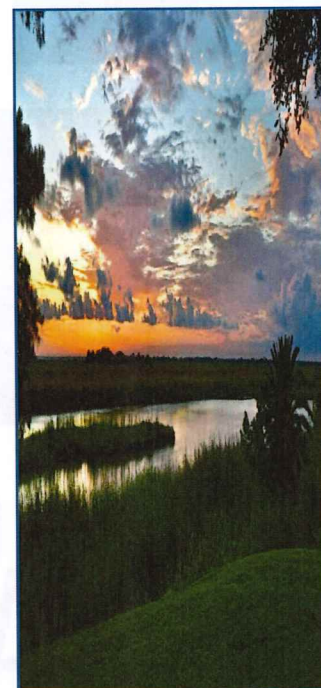
A healthier, more resilient community prepared for future development

# DECADES OF COMMITMENT

SINCE 1991, WE HAVE GUIDED THE CHAMBERS COUNTY THROUGH A VARIETY OF COMMUNITY DEVELOPMENT, ECONOMIC DEVELOPMENT, AND DISASTER RECOVERY INITIATIVES. NEARLY THREE DECADES LATER, OUR TEAM HAS MANAGED OVER \$64 MILLION IN GRANT-FUNDED PROJECTS WHICH HAVE SPURRED DEVELOPMENT AND IMPROVED PUBLIC INFRASTRUCTURE.



## CASE STUDY: CHAMBERS COUNTY, TEXAS



WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND  
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION.

### CLIENT CHALLENGES

Balance progressive ideas for growth with a conservative approach to budgets and financing

Offset local expenditures for infrastructure improvements

Achieve long-term disaster recovery mitigation and define goals for community development

### OUR SOLUTIONS

Applied for, secured and managed grant funding to subsidize capital improvements and mitigate future disasters

Coordinated long range planning initiatives

Align needs with funding mechanism

### THE RESULTS

Created significant ROI and value through strategy, planning and project management

Secured over \$64 million

Substantial improvements to critical infrastructure.

## CASE STUDY: BAYTOWN TEXAS



SINCE 2008, PUBLIC MANAGEMENT, INC. HAS HELPED THE CITY OF BAYTOWN OBTAIN AND MANAGE APPROXIMATELY \$73 MILLION IN GRANT FUNDING. AIMED AT DISASTER RECOVERY AND MITIGATION, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED INITIATIVES FOR CRITICAL INFRASTRUCTURE RANGING FROM TREATMENT FACILITIES AND FLOOD MITIGATION.

# LONG-TERM RELATIONSHIP & RENEWED COMMITMENT

WE BUILD RELATIONSHIPS TO LAST DECADES BY COMMITTING OURSELVES  
TO YOUR COMMUNITY DAILY

### CLIENT CHALLENGES

Balance critical infrastructure needs amid conditions of coastal communities

Making the city more resilient

Incorporating long-term plan to identify capital improvements that guide project development

### OUR SOLUTIONS

Applying for infrastructure grants for immediate needs

Facilitating and scheduling project coordination to ensure funding opportunities are met

Navigating the complicated grant application and program implementation phases to ensure compliance.

### THE RESULTS

Maximized local funds by leveraging with no and low percentage matching grants

Reconstructed and hardened water and sewer systems to better handle frequent floods

Responded to every major disaster since 2008 with funding over \$73 million

WE UNDERSTAND THAT LASTING IMPROVEMENTS ARE INCREMENTAL AND WE ARE COMMITTED TO HELP YOUR COMMUNITY ACCOMPLISH YOUR GOALS AND TO REDUCE YOUR ADMINISTRATIVE BURDEN IN ACHIEVING SUCCESS.

# GOAL DRIVEN

OUR SERVICE TO THE CITY OF EL CAMPO EMBODIES OUR COMMITMENT TO SUSTAINABLE COMMUNITIES. FROM RECONSTRUCTING HOUSES TO SECURING PUBLIC INFRASTRUCTURE FUNDING, THE PUBLIC MANAGEMENT, INC. TEAM HAS GUIDED THE CITY TO SIGNIFICANT COMMUNITY DEVELOPMENT INITIATIVES.



## CASE STUDY: EL CAMPO, TEXAS

### CLIENT CHALLENGES

Deteriorated critical infrastructure systems

Substantial budget restrictions

Threat of out-migration without maintaining services

### OUR SOLUTIONS

Scoping sessions to understand current limitations and future goals

Identifying projects to have long-term impact

Strategically applying for funding to accomplish goals without overextending local resources

### THE RESULTS

Assisted city accomplish identified goals

Obtained approximately \$19 million in grant funding

Helped to create a more sustainable community

OUR PROFESSIONAL PLANNERS AND PROJECT MANAGERS KEEP EVERYONE FOCUSED ON STRENGTHENING THE PROJECT GOALS AND OBJECTIVES. THAT WAY, EVERYONE CAN RALLY AROUND A COMMON VISION AND A SHARED COMMITMENT.

# PLANNING A HERITAGE

THE CITY OF CLEVELAND IS ONE OF OUR OLDEST CLIENTS. FOR NEARLY 40 YEARS, OUR TEAM HAS SECURED AND MANAGED OVER \$14 MILLION IN GRANT FUNDED PROJECTS. OUR DEDICATION TO THE CITY IS ROOTED IN OUR COMMITMENT TO IMPROVE THE QUALITY OF LIFE FOR ALL RESIDENTS.



## CASE STUDY: CLEVELAND, TEXAS

### CLIENT CHALLENGES

Aged and/or deteriorated infrastructure that is not suitable to address existing needs or projected development

Proper long-term planning and needs assessment

Budget restrictions for large scale capital projects

### OUR SOLUTIONS

Researched short and long term goals for program implementation

Developed needs based approach to funding opportunities with emphasis on sustainability

Secure funds which target strategic areas for improvement

### THE RESULTS

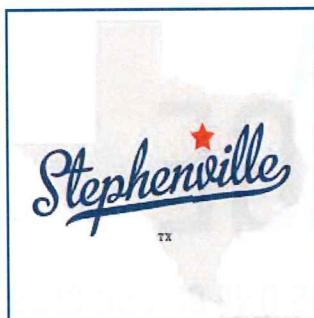
Managed and implemented tangible projects to existing quality of life issues

Secured over \$14 million

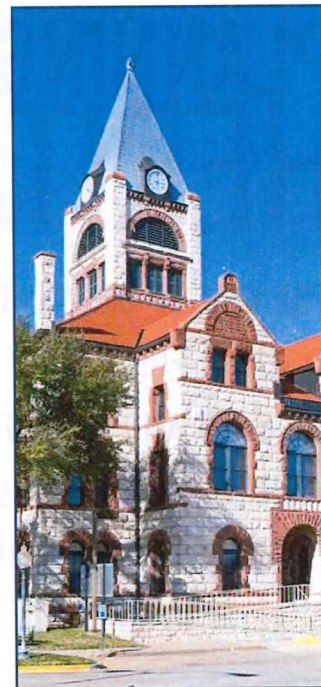
Have maintained a client relationship for more than 40 years

# DEDICATION TO OUR CLIENTS

WE HAVE ADMINISTERED AND ADVISED THE CITY OF STEPHENVILLE ON VARIOUS UTILITY, PRIVATE DEVELOPMENT, AND COMMUNITY DEVELOPMENT NEEDS THAT HAVE BEEN FUNDED BY GRANTS, LOANS, AND LOCAL FUNDS. STEPHENVILLE EXEMPLIFIES THE DESIRED CLIENT RELATIONSHIP OF COMMITMENT TO ASSIST WITH ALL COMMUNITY DEVELOPMENT AND PLANNING NEEDS.



## CASE STUDY: STEPHENVILLE, TEXAS



WE ARE DEDICATED TO HELPING CLIENTS UTILIZE  
THE BEST FUNDING SOURCE TO COMPLETE EACH PROJECT

### CLIENT CHALLENGES

Undersized and deteriorated utilities and drainage throughout town

A growing residential population and state college

Multiple disaster events impacted by major river bisecting town

### OUR SOLUTIONS

Understanding communities needs and resource limitations

Identifying and advising on various financing vehicles to meet needs

Completing roles the PMI team excels at and bringing in other reliable professionals to assist the city when needed

### THE RESULTS

Secured and spent close to \$21 million on community needs in less than a decade

Completed needed projects to manage existing population needs and allow future growth

Identified solutions that would accentuate the local resources to attract visitors and new residents

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County of Andrews	1992-1995	\$ 64,796.00	\$ -	\$ -	\$ -	\$ 18,850,000.00	\$ 10,920,026.00	\$ -
City of Aspermont	1998-20014	\$ 853,424.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Aubrey	2014-Present	\$ 275,000.00	\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	Item 6.
City of Ballinger	2013-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 902,4
City of Bartlett	2004-2006	\$ -	\$ -	\$ 37,350.00	\$ -	\$ -	\$ -	\$ -
City of Baytown	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 73,935,398.00	\$ -	\$ -
City of Beaumont	2006-Present	\$ -	\$ -	\$ -	\$ -	\$ 62,126,388.00	\$ -	\$ -
City of Bells	2016-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Benjamin	1997-Present	\$ 501,488.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -	\$ 62,9
City of Bevil Oaks	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 3,260,292.00	\$ -	\$ -
City of Big Spring	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,984,5
City of Blackwell	1998-2005	\$ 850,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Breckenridge	2014-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,343,7
City of Brenham	2002-Present	\$ 825,000.00	\$ 375,000.00	\$ -	\$ -	\$ 8,486,350.00	\$ -	\$ -
City of Bridgeport	1988-1991	\$ -	\$ 463,368.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Brookshire	1996-2015	\$ 950,000.00	\$ -	\$ 63,013.00	\$ -	\$ -	\$ -	\$ -
City of Brownwood	2019-Present	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ 4,572,8
City of Burkburnett	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,792,5
City of Caddo Mills	2015-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Campbell	2012-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156,7
City of Celeste	2012-Present	\$ 512,000.00	\$ -	\$ 32,565.00	\$ -	\$ -	\$ -	\$ 224,7
City of Celina	1991-2018	\$ 1,926,048.00	\$ 589,000.00	\$ 37,100.00	\$ -	\$ -	\$ -	\$ -
County of Chambers	1991-Present	\$ 1,400,000.00	\$ 750,000.00	\$ -	\$ -	\$ 54,008,251.00	\$ -	\$ 8,514,1
City of Clarendon	1985-2002	\$ 1,199,758.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Clear Lake Shores	2008-2014	\$ -	\$ -	\$ -	\$ -	\$ 1,971,231.00	\$ -	\$ -
City of Cleveland	1983-Present	\$ 3,435,805.00	\$ 2,199,000.00	\$ 97,400.00	\$ 4,210,000.00	\$ 4,542,537.00	\$ -	\$ 2,041
City of Clute	1989-1994	\$ 376,080.00	\$ -	\$ 126,080.00	\$ -	\$ -	\$ -	\$ -
County of Cochran	2020-Present	\$ 502,653.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Coleman	2015-Present	\$ 275,000.00	\$ 825,000.00	\$ 27,700.00	\$ -	\$ -	\$ -	\$ 1,059,1
City of Conroe	1990-Present	\$ 400,000.00	\$ -	\$ 12,000.00	\$ -	\$ 2,559,123.00	\$ -	\$ 15,844,
City of Colorado City	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 955,
County of Cottle	2012-Present	\$ 123,872.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County of Crosby	2011-2013	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Crystal City	2008-2010	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ -
City of Columbus	1985-1987	\$ -	\$ -	\$ 22,400.00	\$ -	\$ -	\$ -	\$ -
City of Cuero	1999-2001	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 4,329,865.00	\$ -	\$ -
City of Cumby	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,7
City of Daisetta	1985-2016	\$ -	\$ -	\$ 17,400.00	\$ -	\$ 190,314.00	\$ -	\$ -
City of Dayton	1983-Present	\$ 1,701,227.00	\$ 1,028,700.00	\$ 12,000.00	\$ -	\$ 3,802,662.00	\$ -	\$ -
City of Deer Park	2008-2012	\$ -	\$ -	\$ -	\$ -	\$ 2,081,811.00	\$ -	\$ -
City of Devers	1989-Present	\$ 1,565,600.00	\$ -	\$ 37,350.00	\$ -	\$ 160,679.00	\$ -	\$ -
City of Dickinson	1995-Present	\$ 1,750,000.00	\$ -	\$ 50,000.00	\$ -	\$ 89,071,502.00	\$ -	\$ -
City of Donley	1997-2000	\$ 245,197.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Easton	2012-2014	\$ -	\$ -	\$ 28,050.00	\$ -	\$ -	\$ -	\$ -
City of Ector	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,7
City of Eden	1993-Present	\$ 1,604,489.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Edmonson	2015-2018	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of El Campo	1993-Present	\$ 1,627,410.00	\$ -	\$ -	\$ -	\$ 14,988,720.00	\$ -	\$ 2,859,
City of Eldorado	1987-2010	\$ 1,677,609.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Electra	1999-Present	\$ 1,982,649.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County of Ellis	2013-2015	\$ 274,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Emhouse	2014-2019	\$ 530,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Eustace	2013-Present	\$ 275,000.00	\$ -	\$ 24,265.00	\$ -	\$ -	\$ -	\$ -
County of Fischer	2002-2005	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Floydada	1989-2016	\$ 1,973,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Forsan	1997-2000	\$ 254,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County of Frio	2009-2011	\$ 250,000.00	\$ -	\$ 52,750.00	\$ -	\$ -	\$ -	\$ -
City of Frisco	1989-1991	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Frost	2013-Present	\$ 550,000.00	\$ -	\$ 32,380.00	\$ -	\$ -	\$ -	\$ -
County of Gaines	1998-2017	\$ 1,335,243.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County of Galveston	2014-2016	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Garrett	2017-Present	\$ 775,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 221,1
City of Glen Rose	2019-Present	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 668,
City of Gordon	2019-Present	\$ 500,000.00	\$ -	\$ 25,635.00	\$ -	\$ -	\$ -	\$ 120,
City of Goree	2018-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Graford	2016-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,

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City of Goliad	2003-2005	\$ -	\$ -	\$ 34,000.00	\$ -	\$ -	\$ -
City of Gunter	2015-2017	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	Item 6.
City of Gustine	2017-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	
County of Hale	2017-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	
City of Hamlin	1996-2018	\$ 735,925.00	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
City of Hardin	2001-Present	\$ 1,050,000.00	\$ -	\$ 26,370.00	\$ -	\$ 261,229.00	\$ -
County of Hardin	1984-1986	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -
County of Haskell	2015-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,099,000.00
City of Hempstead	2007-2009	\$ -	\$ -	\$ 31,800.00	\$ -	\$ -	\$ -
City of Hico	2013-Present	\$ 825,000.00	\$ 120,000.00	\$ 26,520.00	\$ -	\$ -	\$ 350,000.00
City of Higgins	1985-1992	\$ 339,600.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Holiday	1995-Present	\$ 1,159,345.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Howardwick	1997-2000	\$ 315,650.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Howe	2015-2017	\$ 164,045.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Italy	2013-Present	\$ 890,000.00	\$ -	\$ 38,550.00	\$ -	\$ -	\$ 425,000.00
City of Jonestown	2000-2002	\$ -	\$ -	\$ 23,800.00	\$ -	\$ -	\$ -
City of Jayton	2002-2005	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Jersey Village	2018-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,792,344.00	\$ -
County of Jones	1981-Present	\$ 800,079.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Joshua	1998-2004	\$ 500,000.00	\$ -	\$ 23,900.00	\$ -	\$ -	\$ -
City of Katy	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ 7,394,161.00	\$ -
City of Kemah	1991-Present	\$ 1,750,000.00	\$ 999,185.00	\$ 34,150.00	\$ -	\$ 3,874,980.00	\$ -
City of Kemp	2014-2016	\$ -	\$ -	\$ 29,805.00	\$ -	\$ -	\$ -
City of Kerens	2013-Present	\$ 721,800.00	\$ -	\$ 29,565.00	\$ -	\$ -	\$ 377,000.00
City of Kermit	1986-2001	\$ 595,169.00	\$ -	\$ -	\$ -	\$ -	\$ 1,607,000.00
City of Knollwood	2013-Present	\$ 475,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Knox City	1989-2018	\$ 1,605,158.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Kress	1989-1997	\$ 379,343.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Kyle	1999-2001	\$ -	\$ -	\$ 42,400.00	\$ -	\$ -	\$ -
City of La Marque	1986-Present	\$ 2,817,273.00	\$ 619,990.00	\$ 20,000.00	\$ -	\$ 9,898,001.00	\$ -
City of La Porte	2018-Present	\$ -	\$ -	\$ -	\$ -	\$ 15,198,542.00	\$ -
City of Lamesa	2009-Present	\$ 1,391,540.00	\$ 575,000.00	\$ -	\$ -	\$ -	\$ -
City of Lawn	2015-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Liberty	1989-Present	\$ 3,613,235.00	\$ -	\$ 164,170.00	\$ 1,815,000.00	\$ 4,353,962.00	\$ 2,307,000.00
County of Liberty	1987-Present	\$ 2,550,000.00	\$ -	\$ 15,000.00	\$ -	\$ 55,275,713.00	\$ -
City of Lipan	2017-2019	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Loraine	1990-Present	\$ 1,603,093.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ 139,000.00
City of Lorenzo	1991-2014	\$ 1,098,058.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Loving	2009-2011	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Mabank	1999-Present	\$ 1,924,032.00	\$ 550,000.00	\$ 49,785.00	\$ -	\$ -	\$ -
City of Magnolia	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 676,000.00	\$ -
City of Malakoff	2014-Present	\$ 550,000.00	\$ 250,900.00	\$ -	\$ -	\$ -	\$ 570,000.00
City of Mason	1999-Present	\$ 340,040.00	\$ -	\$ 44,500.00	\$ -	\$ -	\$ -
City of Matador	1982-1988	\$ 402,020.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Maypearl	1992-Present	\$ 1,546,800.00	\$ -	\$ 35,865.00	\$ -	\$ -	\$ -
City of McCamey	2015-Present	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ 510,000.00
County of McCulloch	1998-Present	\$ 1,424,800.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Meadow	1997-2002	\$ 489,808.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Melissa	2014-2016	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Melvin	1998-Present	\$ 1,415,693.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Merkel	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Mingus	2015-Present	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Montgomery	2003-2013	\$ 700,000.00	\$ 1,075,000.00	\$ -	\$ -	\$ 375,525.00	\$ -
County of Montgomery	1985-1991	\$ 864,505.00	\$ -	\$ 19,200.00	\$ -	\$ -	\$ -
City of Moran	2009-Present	\$ 525,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Muleshoe	2000-Present	\$ 1,044,787.00	\$ -	\$ 64,100.00	\$ -	\$ -	\$ -
City of Munday	2015-Present	\$ 275,000.00	\$ -	\$ 39,600.00	\$ -	\$ -	\$ 315,000.00
City of Nazareth	1990-1994	\$ 413,731.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of New Hope	1996-2010	\$ 448,791.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of New Waverly	1982-Present	\$ 2,640,989.00	\$ -	\$ 71,295.00	\$ -	\$ 6,837,645.00	\$ 265,000.00
City of Oak Ridge North	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,465,000.00	\$ -
City of Old River-Winfree	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 2,726,594.00	\$ 137,000.00
City of Olton	1984-Present	\$ 2,619,504.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Ore City	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 304,000.00

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County of Parker	2010-2012	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Pasadena	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,751,740.00	\$ -
City of Pattison	2002-2004	\$ -	\$ -	\$ 15,600.00	\$ -	\$ -	\$ -	\$ -
City of Pecos	1981-1983	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Piney Point Village	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 229,980.00	\$ -
City of Plains	1987-2017	\$ 2,052,562.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 410,000.00
City of Plum Grove	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,328,659.00	\$ -
City of Post	1993-Present	\$ 935,584.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Prairie View	2008-Present	\$ 1,400,000.00	\$ -	\$ 35,100.00	\$ -	\$ -	\$ 742,016.00	\$ -
City of Rankin	2002-Present	\$ 1,450,000.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -	\$ 210,000.00
City of Reno	2008-Present	\$ 1,550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,962,532.00	\$ 793,900.00
City of Rhome	2010-2013	\$ 50,000.00	\$ 449,500.00	\$ -	\$ -	\$ -	\$ -	\$ -
City of Richland	2017-Present	\$ 773,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Rio Vista	2012-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,000.00
City of Roby	1996-2016	\$ 946,542.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153,000.00
City of Rochester	1987-Present	\$ 1,488,068.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Roscoe	1992-Present	\$ 2,491,325.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 318,400.00
City of Rotan	2015-2017	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Rule	1994-Present	\$ 1,203,816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Sadler	2014-2016	\$ 265,000.00	\$ -	\$ 33,105.00	\$ -	\$ -	\$ -	\$ 94,000.00
City of San Saba	2018-Present	\$ 850,000.00	\$ -	\$ 43,380.00	\$ -	\$ -	\$ -	\$ 784,000.00
County of San Saba	2014-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Santa Anna	2014-Present	\$ 275,000.00	\$ -	\$ 33,555.00	\$ -	\$ -	\$ -	\$ 249,000.00
City of Savoy	2014-Present	\$ 457,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 216,000.00
County of Schleicher	2004-2014	\$ 766,752.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County of Scurry	1996-1998	\$ 242,319.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Sealy	2013-Present	\$ 700,000.00	\$ 348,365.00	\$ 24,260.00	\$ -	\$ -	\$ 2,000,000.00	\$ -
City of Seagraves	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,500.00
City of Seminole	1984-2012	\$ 3,281,708.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,936,000.00
City of Shenandoah	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 445,667.00	\$ -
City of Slaton	2016-Present	\$ 275,000.00	\$ 250,000.00	\$ 64,100.00	\$ -	\$ -	\$ -	\$ 1,459,500.00
City of Sonora	2018-Present	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ -	\$ 690,000.00
City of Splendora	2003-Present	\$ 1,400,000.00	\$ -	\$ 24,600.00	\$ -	\$ -	\$ 1,009,200.00	\$ -
City of Springtown	2011-Present	\$ 1,050,000.00	\$ -	\$ 65,305.00	\$ -	\$ -	\$ -	\$ 790,000.00
City of Spur	1985-Present	\$ 862,724.00	\$ -	\$ 39,600.00	\$ -	\$ -	\$ -	\$ -
City of Stamford	2001-2015	\$ 763,304.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Stephenville	2013-Present	\$ 1,014,420.00	\$ -	\$ -	\$ 17,031,000.00	\$ -	\$ 2,000,000.00	\$ -
County of Stonewall	2006-2018	\$ 625,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Strawn	2015-Present	\$ 500,000.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -	\$ -
City of Sweetwater	2001-2013	\$ 727,293.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Terrell	1993-Present	\$ 3,756,030.00	\$ 4,894,345.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ -
City of Throckmorton	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Tom Bean	2014-2018	\$ 341,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Tool	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570,000.00
Trinity Bay Conservation District	1998-Present	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ -	\$ -
City of Venus	1989-2018	\$ 2,572,528.00	\$ 742,681.00	\$ 26,235.00	\$ 850,000.00	\$ -	\$ -	\$ -
WCID No. 1	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ 8,189,000.00	\$ -	\$ -
City of Walker	1983-1985	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County of Waller	2001-2004	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	\$ -
County of Washington	20014-2015	\$ 525,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of West University Place	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 229,980.00	\$ -	\$ -
City of Whitewright	2009-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 426,000.00
City of Wickett	2011-Present	\$ 470,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Willis	1983-Present	\$ 3,685,497.00	\$ 2,188,565.00	\$ 75,350.00	\$ 5,525,000.00	\$ 2,539,490.00	\$ 1,741,400.00	\$ -
City of Windthorst	2002-2004	\$ 122,544.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Wink	1997-1999	\$ 266,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Winters	2014-Present	\$ 825,000.00	\$ -	\$ 44,430.00	\$ -	\$ -	\$ -	\$ 606,500.00
County of Wise	2009-2011	\$ 259,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
City of Woodbranch Village	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ 249,958.00	\$ -	\$ -
County of Zavala	2015-2017	\$ 500,000.00	\$ -	\$ 81,000.00	\$ -	\$ -	\$ -	\$ -
Totals	1982-Present	\$142,622,619.00	\$23,312,499.00	\$ 2,991,103.00	\$ 50,781,000.00	\$516,906,721.00	\$116,356,800.00	\$ -



# REFERENCES

*"The City of Beaumont has worked with Public Management, Inc. on many large grant projects. Public Management has helped us to navigate the often-complicated grant funding process as well as bringing information to the table on new grant funding possibilities. They are always available to answer questions, solve problems and keep us on track. We look forward to continuing to work with Public Management, Inc. in the future."*

**- City of Beaumont**

# REFERENCES



## City of Anahuac

**Julie Harvill**

City Secretary  
(409) 267-6681  
[j.harvill@anahuac.us](mailto:j.harvill@anahuac.us)



## City of Conroe

**Tommy Woolley**

Director of Capital Projects  
(936) 522-3122  
[twoolley@cityofconroe.org](mailto:twoolley@cityofconroe.org)



## City of Baytown

**Leasa Renteria Lopez**

Grant Coordinator  
(281) 420-6509  
[leasa.lopez@baytown.org](mailto:leasa.lopez@baytown.org)



## City of Dickinson

**Theo Melancon**

City Manager  
(281) 337-6204  
[tmelancon@ci.dickinson.tx.us](mailto:tmelancon@ci.dickinson.tx.us)



## City of Beaumont

**Kyle Hayes**

City Manager  
(409) 880-3770  
[kyle.hayes@beaumonttexas.gov](mailto:kyle.hayes@beaumonttexas.gov)



## City of El Campo

**Courtney Sladek**

City Manager  
(979) 541-5000  
[csladek@cityofelcampo.org](mailto:csladek@cityofelcampo.org)



## City of Caddo Mills

**Matt McMahon**

City Manager  
(903) 527-3116  
[mattmcmahon11@outlook.com](mailto:mattmcmahon11@outlook.com)



## City of Garrett

**Don Lewis**

Public Works Director  
(972) 875-7831  
[publicworks@cityofgarrett.com](mailto:publicworks@cityofgarrett.com)



## Chambers County

**Jimmy Silvia**

County Judge  
(409) 267-2440  
[jsylvia@chamberstx.gov](mailto:jsylvia@chamberstx.gov)



## City of Granbury

**Chris Coffman**

City Manager  
(817) 573-1114  
[citymgr@granbury.org](mailto:citymgr@granbury.org)



## City of Cleveland

**Angela Smith**

City Secretary  
(281) 592-2667  
[asmith@clevelandtexas.com](mailto:asmith@clevelandtexas.com)



## City of Grandview

**David Henley**

City Manager  
(817) 866-2699  
[dhenley@cityofgrandview.org](mailto:dhenley@cityofgrandview.org)

# REFERENCES



## City of Hico

**Kari Drueckhammer**

City Secretary  
(254) 796-4620  
[citysecretary@hico-tx.com](mailto:citysecretary@hico-tx.com)



## City of Italy

**Amber Cunningham**

City Secretary  
(972) 483-7329  
[acunningham@italycityhall.org](mailto:acunningham@italycityhall.org)



## Jones County

**Dale Spurgin**

County Judge  
(325) 823-3741  
[dale.spurgin@co.jones.tx.us](mailto:dale.spurgin@co.jones.tx.us)



## City of Kerens

**Katherine Combs**

City Secretary  
(903) 396-2971  
[admin@ci.kerens.tx.us](mailto:admin@ci.kerens.tx.us)



## City of La Porte

**Lorenzo Wingate**

Assistant Director of Public Works  
(281) 470-5058  
[wingatel@laportetx.gov](mailto:wingatel@laportetx.gov)



## City of Liberty

**Tom Warner**

City Manager  
(936) 336-3684  
[twarner@cityofliberty.org](mailto:twarner@cityofliberty.org)



## City of Mabank

**Bryant Morris**

City Administrator  
(903) 887-3241  
[bryant@cityofmabank.org](mailto:bryant@cityofmabank.org)



## City of Malakoff

**Weston Beck**

City Administrator  
(903) 486-0699  
[wbeck@cityofmalakoff.net](mailto:wbeck@cityofmalakoff.net)



## City of Olton

**Keeley Adams**

City Administrator  
(806) 285-2611  
[cityadministrator@cityofolton.com](mailto:cityadministrator@cityofolton.com)



## City of Palmer

**Alicia Baran**

City Administrator  
(972) 449-3160  
[abarar@ci.palmer.tx.us](mailto:abarar@ci.palmer.tx.us)



## City of Prairie View

**Dr. Brian E. Rowland**

Mayor  
(936) 857-3711  
[browland@prairieviewtexas.gov](mailto:browland@prairieviewtexas.gov)



## City of Reno

**Scott Passmore**

City Administrator  
(817) 221-2500  
[scott.passmore@renotx.gov](mailto:scott.passmore@renotx.gov)

# REFERENCES



## City of San Saba

**Sabrina Maultsby**

City Secretary  
(325) 372-5144  
[sansaba@centex.net](mailto:sansaba@centex.net)



## City of Whitewright

**Gwyn Jordan**

City Clerk  
(903) 364-2219  
[cityclerk@whitewright.com](mailto:cityclerk@whitewright.com)



## City of Sealy

**Brooke Knoll**

City Secretary  
(979) 885-1669  
[bknoll@ci.sealy.tx.us](mailto:bknoll@ci.sealy.tx.us)



## City of Willis

**Marissa Quintanilla**

City Secretary  
(936) 856-4611  
[mquintanilla@ci.willis.tx.us](mailto:mquintanilla@ci.willis.tx.us)



## City of Slaton

**Mike Lamberson**

City Administrator  
(806) 828-2000  
[mlamberson@cityofslaton.com](mailto:mlamberson@cityofslaton.com)



## City of Winters

**Sheila Lincoln**

City Secretary  
(325) 754-4424  
[citywin@wtxs.net](mailto:citywin@wtxs.net)



## City of Strawn

**Danny Miller**

City Secretary  
(254) 672-5311  
[city@strawntx.com](mailto:city@strawntx.com)



## City of Stephenville

**Nick Williams**

Director of Public Works  
(254) 918-1223  
[nwilliams@stephenvilletx.gov](mailto:nwilliams@stephenvilletx.gov)



## City of Terrell

**Mike Sims**

City Manager  
(972) 551-6600  
[mikesims@cityofterrell.org](mailto:mikesims@cityofterrell.org)

# THE TEAM

*"We have been fortunate to work with Public Management, Inc. for nearly a decade. Their team has always provided the utmost of professionalism. They have been available to walk us through every aspect of any grants with knowledge, skill and patience. Public Management, Inc. has been by our side every step of the way making sure we are clear on every aspect of our grants process. We would not hesitate at all giving a 100% recommendation to anyone who is looking for a great grant management team."*

**- City of Hico**

# PATRICK K. WILTSHIRE

## PRESIDENT



### EXPERIENCE

2015 - PRESENT  
Public Management, Inc.

**PRESIDENT**

2014 - 2014  
Public Management, Inc.

**CHIEF OPERATIONS OFFICER**

2009 - 2013  
Public Management, Inc.

**PROJECT MANAGER**

### EDUCATION

2007 - 2009  
Texas A&M University

**M.A. PUBLIC ADMINISTRATION**

2001 - 2006  
Missouri Valley College

**B.A. SOCIOLOGY**



Implemented unique Project Management system to improve overall contract management and project efficiencies.



Managed or directed over \$500 million project initiatives since 2014.



Coordinated programmatic Improvements to various CDBG programs (TDA, GLO)

# KENNETH COIGNET

## VICE PRESIDENT



### EXPERIENCE

2015 - PRESENT  
Public Management, Inc.

**VICE PRESIDENT**

1999 - 2015  
Public Management, Inc.

**PROJECT MANAGER & PLANNER**

1998 - 1999  
Public Management, Inc.

**ASSISTANT PLANNER / HOUSING SPECIALIST**

### EDUCATION

1995 - 2001  
Texas State University

**M.A. GEOGRAPHY**

1985 - 1991  
Texas State University

**B.S. GEOGRAPHY**



Implemented and streamlined planning efforts that better align with development and regulations.



Managed and directed over 50 comprehensive plans.



Serves as Business Development Director identifying & developing business relationships.

# JAKE MCADAMS

## REGIONAL PROJECT MANAGER



### EXPERIENCE

2016 - PRESENT  
Public Management, Inc.

**REGIONAL PROJECT MANAGER**



Oversees and manages all company operations in North and West Texas

2014 - 2016  
Public Management, Inc.

**PROJECT MANAGER / COMPLIANCE SPECIALIST**



Formally recognized by State agencies for outstanding performance in project management

### EDUCATION

2012 - 2013  
Stephen F. Austin State Univ.

**M.A. HISTORY**

2008 - 2012  
Stephen F. Austin State Univ.

**B.A. HISTORY**



Manages highly complex projects for the Company.

# NICHOLAS J. HOUSTON

## VICE PRESIDENT



### EXPERIENCE

2015 - PRESENT  
Public Management, Inc.

**VICE PRESIDENT**



Acting Chief Financial Officer for Public Management, Inc. Maintains stringent financial and budgetary policies.

2006 - 2014  
Public Management, Inc.

**PROJECT MANAGER**

2005 - 2006  
Bridge Capital

**LOAN OFFICER**



Over a decade of project management experience with disaster recovery projects.

### EDUCATION

1997 - 2003  
Sam Houston State Univ.

**B.B.A FINANCE**



Leads project timeliness initiatives for all active contracts

# LISETTE HOWARD

PROJECT MANAGER



## EXPERIENCE

2018 - PRESENT

Public Management, Inc.

**PROJECT MANAGER**

2006 - 2018

A&J Howco Services, Inc.

**PROGRAM SPECIALIST**

2007 - 2007

Sul Ross State University

**HUMAN RESOURCE OFFICE ASSISTANT**

## EDUCATION

2004 - 2006

University of North Texas

**M.A. KINESIOLOGY**

1997 - 2002

Texas A&M University

**B.S. SCIENCE-HEALTH**



More than a decade of project management experience with CDBG, Economic Development, and Environmental Review.



Currently managing over \$25 million in CDBG & ARPA project initiatives



Provides project management service in the north and west Texas regions.

# MORGAN VERETTE

Project Manager



## EXPERIENCE

2018 - PRESENT

Public Management, Inc.

**PROJECT MANAGER**



Currently managing over \$20 million of community and economic development funding



Manages projects within the north and west Texas regions.



State certified project manager

## EDUCATION

2014 - 2017

Angelo State University

**B.A BUSINESS ADMINISTRATION**

# DALTON AIKEN

PROJECT MANAGER & GIS TECHNICIAN



## EXPERIENCE

2020 - PRESENT

Public Management, Inc.

PROJECT MANAGER & GIS TECHNICIAN



Currently manages various planning and community development projects throughout Texas

2020 - 2020

GEODynamics

TESTING OPERATOR

2019 - 2020

Sight Glass Flights

DRONE OPERATOR & DATA COORDINATOR



Provides all GIS Mapping and analytics for north and west Texas Regions

## EDUCATION

2013 - 2017

University of North Texas

B.S. GEOGRAPHY



Drone certified & State certified project manager

# SARA TANKERSLEY

PROJECT MANAGER



## EXPERIENCE

2021 - PRESENT

Public Management, Inc.

PROJECT MANAGER



Manages projects in north and west Texas regions

2015 - 2021

City of Stephenville

EXECUTIVE ASSISTANT



Maintains project timelines and reporting for regional projects.

## EDUCATION

2019 - 2019

American Intercontinental

M.A. BUSINESS ADMINISTRATION

2006 - 2015

American Intercontinental

B.A. BUSINESS ADMINISTRATION



Oversees data collection and analysis of regional projects

# John Reed

## PROJECT MANAGER



### EXPERIENCE

2020 - PRESENT  
Public Management, Inc.

**PROJECT MANAGER**



Manages over \$20 million in disaster recovery, mitigation, and community development contracts in South/East Texas

2018 - 2029  
Nueces Co. Office of EM

**PROJECT MANAGER / COMPLIANCE SPECIALIST**

2011 - 2015  
United States Army

**ALLSOURCE INTELLIGENCE ANALYST**



Certified CDBG Project Manager

### EDUCATION

2018 - 2019  
Texas A&M University

**M.A. PUBLIC ADMINISTRATION**

2015 - 2017  
Texas A&M University

**B.A. CRIMINAL JUSTICE**



Provides ongoing feedback for risk management, mitigation, and prevention.

# MICHAEL MIGAUD

## PROJECT MANAGER



### EXPERIENCE

2020 - PRESENT  
Public Management, Inc.

**PROJECT MANAGER**



Currently manages over \$80 million in disaster recovery/ mitigation and community development contracts.

2019 - 2020  
The Texas Lyceum

**HOUSING POLICY FELLOW**



Leads Project Management efficiencies and data analysis for contract compliance

### EDUCATION

2007 - 2020  
Texas A&M University

**M.A. PUBLIC ADMINISTRATION**

2014 - 2018  
Texas A&M University

**B.S. POLITICAL SCIENCE**



Envision Sustainability Professional (ENV SP) Certified

# ARON MILLER

PROJECT MANAGER



## EXPERIENCE

2020 - PRESENT  
Public Management, Inc.

PROJECT MANAGER

2019 - 2020  
James D. Jones, Attorney

LEGAL ADMINISTRATIVE ASSISTANT

2016 - 2018  
James D. Jones, Attorney

LEGAL INTERN I, II, & III

## EDUCATION

2014 - 2019  
Texas Tech University

B.A. SOCIOLOGY



Currently manages over \$25 millions in community development and disaster recovery projects.



CDBG certified Project Manager



Assists with environmental reviews and conducts field visits

# THOMAS QUINTERO

PROJECT MANAGER & GIS TECHNICIAN



## EXPERIENCE

2021 - PRESENT  
Public Management, Inc.

PROJECT MANAGER / GIS TECHNICIAN

2020 - 2021  
City of Detroit

GIS ANALYST

2020 - 2020  
NASA DEVELOP

GIS ANALYST INTERN

## EDUCATION

2016 - 2020  
University of Texas

B.S. GEOLOGY



Currently managing community development and disaster recovery contracts totaling over \$90 million.



Certified CDBG Project Manager



Provides all GIS Mapping and analytics for South East Texas Region

# CONTRACT

*"The City of Grandview has had the pleasure of working with Public Management, Inc. for a number of years. With assistance to secure funding for comprehensive planning, street improvement, and large-scale water and wastewater improvements, we have never worked with a company so attentive, detailed, and responsive. Words can't describe how grateful the city is for all Public Management, Inc. has done for our city."*

**- City of Grandview**

# REQUIRED FORMS

*"Our mission is real and our passion is sincere. It's about impact, outcomes and making a difference. More than anything, I want to lead positive change for communities that want to pursue their full potential."*

**- Patrick Wiltshire, President & CEO**

**CONFLICT OF INTEREST QUESTIONNAIRE****FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2** ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

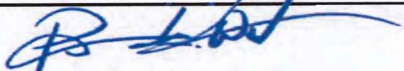
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

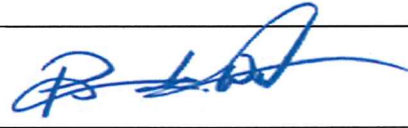
N/A

**6** ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**  12/22/2022  
Signature of vendor doing business with the governmental entity Date

# ATTACHMENT I

## CERTIFICATION REGARDING LOBBYING

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change  <b>For material change only:</b> Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b> <u>Public Management, Inc.</u> Prime Subawardee Tier _____ If Known: _____  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b> <u>Public Management, Inc.</u> <u>15355 Vantage Parkway West, Suite 360</u> <u>Houston, Texas 77032</u> Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> <u>United States Department of Housing and Urban Development (HUD)</u>	<b>7. Federal Program Name/Description:</b> <u>CDBG</u> CFDA Number, if applicable _____	
<b>8. Federal Action Number, if known:</b>  <u>N/A</u>	<b>9. Award Amount, if known:</b>  \$ <u>TDB</u>	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>  <u>N/A</u>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i>  <i>(last name, first name, MI):</i> _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure</b>	Signature   Print Name <u>Patrick K. Wiltshire</u>  Title <u>President</u>  Telephone No. <u>281.592.0439</u> Date: <u>12/22/2022</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97)	

## CERTIFICATION REGARDING LOBBYING

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

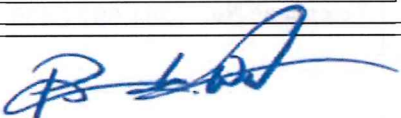
#### \* APPLICANT'S ORGANIZATION

Public Management

#### \* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix:  \* First Name:  Middle Name:   
 \* Last Name:  Suffix:   
 \* Title:

#### \* SIGNATURE:



\* DATE:

# Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Public Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

Patrick K. Wiltshire, President & CEO  
Printed Name and Title of Contractor's Authorized Official

09/22/2022

\_\_\_\_\_  
Date

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Public Management, Inc.  
Houston, TX United States

Certificate Number:  
2022-966826

Date Filed:  
12/22/2022

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Breckenridge

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TxCDBG 2023 DRP Fund  
Application & Administration Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wiltshire, Patrick	Houston, TX United States	X	
	Houston, Nicholas	Houston, TX United States	X	
	Coignet, Kenneth	Houston, TX United States	X	
	McAdams, Jake	Houston, TX United States	X	

5 Check only if there is NO Interested Party. ☐

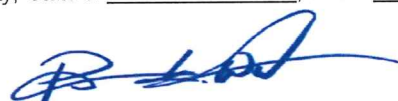
### 6 UNSWORN DECLARATION

My name is Patrick K. Wiltshire, and my date of birth is 7/22/1982.

My address is 3051 Coreopsis Ct., Dickinson, TX, 77539, .  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 22 day of December, 2022.  
(month) (year)



Signature of authorized agent of contracting business entity  
(Declarant)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) Item 6.  
8/5/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Soules Insurance Agency, LP 701 N San Jacinto Conroe TX 77301	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b> 936-756-0671	<b>FAX (A/C, No):</b> 936-756-6877
	<b>E-MAIL ADDRESS:</b> soules@soulesinsurance.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Twin City Fire Insurance Company	29459
	<b>INSURER B:</b> TEXAS MUTUAL INSURANCE COMPANY	22945
	<b>INSURER C:</b> Admiral Insurance Co.	24856
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** 80716312 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61SBABC6778	9/1/2022	9/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			61SBABC6778	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A		0002019787	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			EO00003595406	12/13/2021	12/13/2022	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The GL & Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The GL, Auto, & WC policies include a blanket automatic waiver of subrogation endorsement and an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder. The policies contain a special endorsement with "primary and noncontributory" wording.

## CERTIFICATE HOLDER

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# PUBLIC MANAGEMENT INC

Unique Entity ID <b>DL1PFHMDM786</b>	CAGE / NCAGE <b>6QDN5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jul 27, 2023</b>	
Physical Address <b>15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States</b>	Mailing Address <b>15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>Public Management, Inc.</b>	Division Number <b>Public Man</b>
Congressional District <b>Texas 18</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>www.publicmgt.com</b>
MPIN <b>*****1982</b>		

## Registration Dates

Activation Date <b>Aug 11, 2022</b>	Submission Date <b>Jul 27, 2022</b>	Initial Registration Date <b>Apr 17, 2012</b>
--	--	--

## Entity Dates

Entity Start Date <b>Jun 1, 1982</b>	Fiscal Year End Close Date <b>Dec 31</b>
---	---

## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Not Selected**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other

acknowledgment of fault?  
Not Selected

Item 6.

## Exclusion Summary

Active Exclusions Records?

No

## SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

## Entity Types

### Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization

### Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

## Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

6QDN5

### Electronic Funds Transfer

Account Type

Checking

Routing Number

\*\*\*\*\*2804

Lock Box Number

(blank)

Financial Institution

SOUTHSIDE BANK

Account Number

\*\*\*\*\*1564

### Automated Clearing House

Phone (U.S.)

2815924661

Email

Bbrowder@fbtet.com

Phone (non-U.S.)

(blank)

Fax

2815924624

### Remittance Address

PUBLIC MANAGEMENT, INC.

15355 Vantage Pkw W STE 108

Houston, Texas 77032

United States

## Taxpayer Information

EIN

\*\*\*\*\*1938

Type of Tax

Applicable Federal Tax

Taxpayer Name

PUBLIC MANAGEMENT INC

Tax Year (Most Recent Tax Year)

2018

Name/Title of Individual Executing Consent

President

TIN Consent Date

Jul 27, 2022

Address

15355 Vantage PKWY W STE 108

Houston, Texas 77032

Signature

Patrick K Wiltshire

## Points of Contact

### Accounts Receivable POC

?





TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Patrick Wiltshire**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's  
Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on January 5, 2021



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Kenneth Coignet**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's  
Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on February 22, 2021



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Nicholas Houston**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's  
Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on February 22, 2021



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Jake McAdams**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's  
Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on September 30, 2022



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Lisette Howard**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's

Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on August 5, 2022



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Michael Migaud**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's

Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on September 22, 2022



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Morgan Verette**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's

Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on August 5, 2022



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Dalton Aiken**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's

Texas Community Development Block Grant Implementation Exam  
And is certified to Administer TxCDBG contracts.

Awarded on September 16, 2022



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Sara Tankersley**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's  
Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on August 1, 2022



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**Aron Miller**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's  
Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on September 9, 2022



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

**John Reed**

This is to certify that the above named individual has completed the  
Texas Department of Agriculture's  
Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on September 16, 2022



TEXAS DEPARTMENT OF AGRICULTURE  
COMMISSIONER SID MILLER

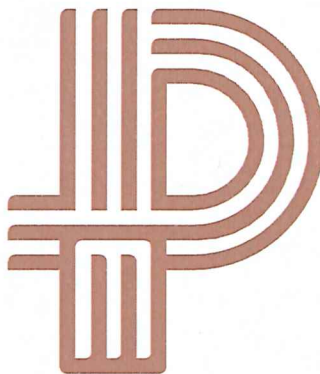
**Thomas Quintero**

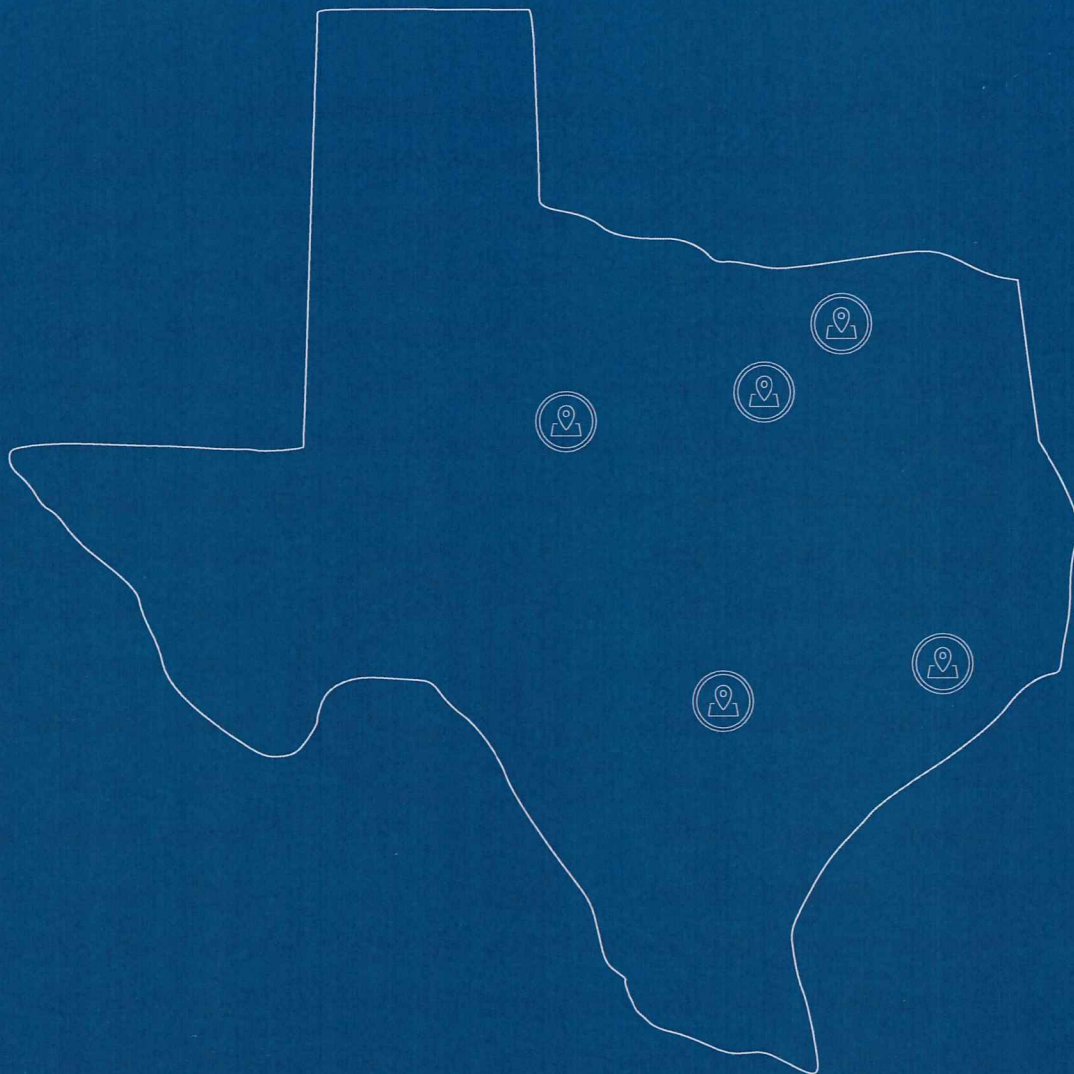
This is to certify that the above named individual has completed the  
Texas Department of Agriculture's  
Texas Community Development Block Grant Implementation  
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on August 25, 2022



Albany, Alma, Ames, Anahuac, Andrews County, Aspermont, Aubrey, Ballinger, Bartlett, Baytown, Beaumont, Bells, Benjamin, Bevil Oaks, Blackwell, Breckenridge, Brenham, Bridgeport, Brookshire, Brownwood, Caddo Mills, Campbell, Celeste, Celina, Chambers, County, Clarendon, Clear Lake Shores, Cleveland, Clute, Coleman, Conroe, Cottle County, Crosby County, Crystal City, Columbus, Cuero, Daisetta, Dayton, Deer Park, Devers, Dickinson, Donley, Easton, Eden, Edmonson, El Campo, Eldorado, Electra, Ellis County, Emhouse, Eustace, Fischer County, Floydada, Forsan, Frio County, Frisco, Frost, Gaines County, Galveston County, Garrett, Glenrose, Gordon, Goree, Graford, Grandview, Goldthwaite, Goliad, Gunter, Gustine, Hale County, Hamlin, Hardin, Hardin County, Haskell County, Hempstead, Hico, Higgins, Italy, Jonestwon, Jayton, Jersey Katy, Kemah, Kemp, Kerens, Kress, Kyle, La Marque, La Porte, County, Lipan, Loraine, Lorenzo, Malakoff, Mason, Matador, County, Meadow, Melissa, Montgomery County, Moran, Muleshoe, Munday, Nazareth, New Hope, New Waverly, Oak Ridge North, Old River-Winfree, Olton, Paducah, Paint Rock, Palmer, Panorama Village, Parker County, Pattison, Pecos, Piney Point Village, Plains, Plum Grove, Post, Prairie View, Rankin, Reno, Rhome, Richland, Rio Vista, Roby, Rochester, Roscoe, Rotan, Rule, Sadler, San Saba, San Saba County, Santa Anna, Savoy, Schleicher County, Scurry County, Sealy, Seminole, Shenandoah, Slaton, Sonora, Splendora, Springtown, Spur, Stamford, Stephenville, Stonewall County, Strawn, Sweetwater, Terrell, Tom Bean, Trinity Bay Conservation District, Venus, Walker, Waller County, Washington County, West University Place, Whitewright, Wickett, Willis, Windthorst, Wink, Winters, Wise County, Woodbranch Village, Zavala



**HOUSTON**

15355 Vantage Pkwy. West, Ste. 360  
Houston, TX 77032  
281-592-0439  
pwiltshire@publicmgt.com

**GRANBURY**

201 E. Pearl Street, STE. C205 & C206  
Granbury, TX 76048  
281-592-0439  
jmcadams@publicmgt.com

**MCKINNEY**

5100 Eldorado Pkwy., Ste. 102  
McKinney, TX 75070  
281-592-0439  
lhoward@publicmgt.com

**SAN ANTONIO**

P.O. Box 762648  
San Antonio, TX 78245  
281-592-0439  
kcoignet@publicmgt.com

**ABILENE**

P.O. Box 505  
Abilene, TX 79601  
281-592-0439  
mjimenez@publicmgt.com



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding proposal to add hiring incentive sign-on bonus

**Department:** Administration-HR

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

The City of Breckenridge is facing a challenge in attracting and retaining employees that municipalities nationwide have been facing post Covid. We currently have nine open positions throughout the organization. Staff has been analyzing and implementing additional strategies to meet this challenge including training and advertising the benefits of joining Team Breckenridge. This in addition to previous action the Commission took to increasing base pay rates in the organization.

Many cities also implement employee referral bonuses and hiring bonuses, especially in this post – Covid era. The proposal includes a \$1500 sign on bonus payable in three installments of \$500 with the first payment at 3 months, second payment at 12 month and the third payment at 18 months. Employee would have to reimburse the city if employed less than two years. The City Attorney has reviewed the proposal.

### **FINANCIAL IMPACT:**

Will be dependent upon actual new hires.

### **STAFF RECOMMENDATION:**

Consider adopting attached proposal

## **EMPLOYMENT AGREEMENT**

This Employment Agreement is made and entered into by and between the City of Breckenridge, Texas (the “City”), a municipal corporation, and \_\_\_\_\_ (“Employee”), an individual, on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”).

**WHEREAS**, the City has offered Employee employment with the City with certain bonuses, provided the Employee remains employed by the City for at least two (2) years, and Employee wishes to enter into employment with the City under these terms; and

**WHEREAS**, the City and Employee wish to enter into a formal agreement to memorialize this arrangement.

**NOW, THEREFORE**, the City and Employee agree as follows:

1. **Bonuses**. The City agrees to pay Employee the following sums according to the following schedule (the “Bonuses”):

\$500.00	Three months from the Effective Date
\$500.00	Twelve months from the Effective Date
\$500.00	Eighteen months from the Effective Date

2. **Employment Term**. In exchange for the City’s payment of the Bonuses, Employee hereby agrees to remain in the employ of the City for a period of no less than two (2) years from the Effective Date of this Agreement (the “Employment Term”).

3. **Repayment**.

3.1. In the event Employee (1) voluntarily resigns from employment with the City or (2) is involuntarily dismissed from employment “for cause” by the City prior to the expiration of the Employment Term, Employee will reimburse the City for all Bonuses paid by the City up to the Employee’s last day of employment. Involuntary dismissal “for cause” as used in this Agreement, means Employee’s discharge or dismissal by the City for performance or actions that do not comply with the City’s Personnel Policy and Procedure Manual.

3.2. All amounts which shall become due under this Agreement shall be paid within ninety (90) days of demand for such payment by the City. By execution of this Agreement, Employee agrees to allow the City to deduct up to 50% of Employee’s final paycheck from the City, including any accumulated vacation time, for this purpose.

3.3. If Employee is involuntarily dismissed from employment “without cause” prior to the expiration of the Employment Term, or if Employee continues to be employed beyond the Employment Term, Employee shall not be required to reimburse the City for the Bonuses.

4. **Amendment**. Any amendment to the terms of this Agreement must be agreed to in writing between the parties.

5. Application of Law. The parties agree that it is their intention and covenant that this Agreement, performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and pursuant to the laws of the State of Texas and that venue for any action under this Agreement shall lie in Stephens County, Texas.

**CITY OF BRECKENRIDGE, TEXAS**

\_\_\_\_\_

Cynthia Northrop, City Manager

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

**EMPLOYEE**

\_\_\_\_\_  
\_\_\_\_\_

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



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding updating the Personnel Policy with a Social Media Policy

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### BACKGROUND INFORMATION:

As staff has been reviewing the Personnel Policy, we have identified several updates to bring to Commissioners for consideration. The first item adds a social media policy. Most cities have a policy in place to communicate clear expectations that respect employee's freedom of speech and provides guidance as we serve the citizens in a professional, respective manner.

Additional items will be brought to the Commissioners over the next several months.

### FINANCIAL IMPACT:

NA

### STAFF RECOMMENDATION:

Consider adding Social Media Policy to Personnel Policy (15.09 – Social Media Policy) see attached

## SOCIAL MEDIA

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While the City encourages its employees to enjoy and make good use of their off-duty time, certain activities on the part of employees may become a problem if they have the effect of impairing the work of any employee; harassing, demeaning, or creating a hostile work environment for any employee; disrupting the smooth and orderly flow of work within the City; or harming the goodwill and reputation of the City in the community at large. In the area of social media (print, broadcast, digital, and online), employees may use such media in any way they choose during non-working hours as long as such use does not produce the adverse consequences noted above. For this reason, the City reminds its employees that the following guidelines apply in their off-duty use of social media:

- Employees are strictly prohibited from publishing any personal information about themselves, another employee of the City, or a customer in any public medium (print, broadcast, digital, or online) that:
  - has the potential or effect of involving the employee, his/her co-workers, or the City in any kind of dispute or conflict with other employees or third parties.
  - interferes with the work of any employee.
  - creates a harassing, demeaning, or hostile working environment for any employee.
  - disrupts the smooth and orderly flow of work within the office, or the delivery of services to the City's customers.
  - harms the goodwill and reputation of the City among its customers or the community at large.
  - tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information.
  - reveals proprietary or confidential information.
- Should an employee decide to create a personal blog, the employee should be sure to provide a clear disclaimer that the views expressed in the blog are the author's alone and do not represent the views of the City.
- Do not discuss the City's customers, or finances without the City's express written consent to do so.
- Do not use any City logos or trademarks without prior written consent of the City.
- Do not make any unauthorized references of any kind to any former employees of the City on social media sites.

An employee who violates this policy will be subject to disciplinary action, up to and including termination of employment. The absence of explicit reference to a particular site does not limit the extent of the application of this policy. If no policy or guideline exists, the City's employees should use their professional judgment and follow the most prudent course of action. If an employee is uncertain, consult with their supervisor or the City Manager before proceeding.



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding Resolution 2023-01 to reappoint members to the Planning and Zoning Commission and to set term of office for appointees.

**Department:** Administration

**Staff Contact:** Jessica Sutter

**Title:** City Secretary

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### **BACKGROUND INFORMATION:**

The Terms of Genoa Goad and JB Sparks are set to expire on February 28, 2023. Attached resolution will reappoint both members for a three-year term to expire February 28, 2026.

### **FINANCIAL IMPACT:**

None

### **STAFF RECOMMENDATION:**

Approve Resolution

**CITY OF BRECKENRIDGE, TEXAS  
RESOLUTION NO. 2023-01**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF  
BRECKENRIDGE, TEXAS, TO REAPPOINT OR APPOINT MEMBERS  
TO THE PLANNING AND ZONING COMMISSION AND TO SET TERM  
OF OFFICE FOR APPOINTEES.**

**WHEREAS**, Article II, Section 2-20 of the Code of Ordinances of the City of Breckenridge creates the Planning and Zoning Commission for the City of Breckenridge and provides appointment procedures, and Article II, Section 2-21 provides for setting terms of office; and

**WHEREAS**, the term of Genoa Goad, and JB Sparks will expire February 28, 2023;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF  
THE CITY OF BRECKENRIDGE, TEXAS:** That Genoa Goad, and JB Sparks shall be appointed to the Planning and Zoning Commission for a three-year term to expire February 28, 2026.

**PASSED AND APPROVED** this 10th day of January, 2023 by the City Commission.

\_\_\_\_\_  
**Bob Sims, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Jessica Sutter, City Secretary**

**SEAL**



## BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

**Subject:** Discussion and any necessary action regarding confirmation of BEDC Board recommendation for Executive Director new hire

**Department:** Administration

**Staff Contact:** Cynthia Northrop

**Title:** City Manager

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### **BACKGROUND INFORMATION:**

After an extensive search for a new Executive Director for the BEDC, the Board has appointed and is requesting confirmation of David Miller. See attachments

### **FINANCIAL IMPACT:**

NA – Funded within BEDC budget

### **STAFF RECOMMENDATION:**

Consider confirmation of BEDC Board ED appointment

DM

# David Miller

## Professional Summary

Innovative Commercial Real Estate agent with 4 years of experience building community relationships and commercial growth. Collaborative leader in economic development with creativity in client acquisition, retention, and planning using first hand knowledge of available opportunities and programs.

## Community Involvement

Created the 2018 Master Parks Plan for the City of Graham with assistance from the CEO of the Graham Chamber of Commerce and CVB. The plan included community polling, public hearings, and several weeks of parks research aimed to maximize \$1,200,000 that the City of Graham received from the Brazos River Authority. I have served on the Parks Board for the following 3 years after exiting the Graham Economic Improvement Corporation and Graham Industrial Association.

Co-creator of the Graham Sports Authority to synchronize and simplify youth sports while promoting community engagement. The project was also geared to promote tourism through larger tournaments and events to coincide with future park improvements. I served as the Director for 3 years.

Served on the North Central Texas College Foundation board for 1 year and helped to promote new skills training and certification coursework to the Graham campus.

## Work History

### Mercer Company - Market Director

Dallas, Texas

07/2019 - Current

- Built relationships with businesses, investors, and community to establish strong trust and communication.
- Leased and maintained portfolio of properties with 31 tenants.



## Skills

- Customer Needs Assessments
- Market Planning and Execution
- Advertising Campaigns
- Market Trend Analysis
- Business Recruiting and Retention
- Competitor Analysis
- Identifying Business Opportunities
- Strategic Networking
- Budgeting and Expenditures

## Education

### Asbury Theological Seminary

Wilmore, KY

Some College (No Degree): Biblical Studies And Theology

Explanation: Married and moved to Texas to raise a family after 1 year.

### Southeastern Bible College

Birmingham, AL

Some College (No Degree): Biblical Studies And Theology

Explanation: Attended for 2 years.

Coursework is shy 3 credit hours from Bachelors degree.

### Louisiana Tech University

Ruston, LA

- Created database of properties detailing tenants and their status, owners, and property characteristics.

#### Notable 2022 Sales:

- **Under Contract:** 7.2 acres for the development of 210 apartment units
- **1325 Ave D, Graham** 11,172 sf | Vacant Building Sold to Investor
- **1444 4th St, Graham** 11,251 sf | Vacant Building Sold to Investor
- **517 Elm St, Graham** 2,512 sf | Vacant Building Sold to Krazy Kow

#### Notable 2022 Leases:

- **1801 Hwy 16 S, Graham** 3,800 sf | Recruited - Discount Liquor
- **613 South St, Graham** 3,500 sf | New Business - South St Arcade
- **601 Elm St, Graham** 3,000 sf | New Business - Hilltop Home

#### Largest Yearly Transactions:

**2021:** 2107 Hwy 16 S, Graham 4.8 Acres | Sold to Developer

**2020:** 609 South St, Graham 10,000 sf | Vacant Building Sold to Investor

**2019:** 338 N. Cliff, Graham 122,751 sf | Vacant Building Sold to Cactus Juice

#### Graham Economic Improvement Corporation - Assistant Executive Director

Graham, Texas

03/2018 - 06/2019

- Supported and assisted part-time executive director in preparation for meetings and project presentations.
- Oversaw daily activities and inquiries and community relationships.
- Maintained records of project performances and corporation impact.
- Managed and tracked expenses and deposits via Quickbooks.

#### Notable Projects:

- Sale/Leaseback of 510 Corporate Drive (40,000 sf) to ShockWatch
- Initiated the sale/leaseback of TRC Recreation properties in Wichita Falls to consolidate operations and move 50 jobs to Graham.
- Created a facade improvement grant which has been utilized by numerous downtown businesses.
- Recruited a buyer from Tampa, FL for 1715 4th St, Graham (126,000 SF)
- Recruited recycling company from Chicago, IL to lease 60,000 sf at 338 N. Cliff, Graham.
- Developed plan to address yearly deficit of Young County Arena which has decreased more than 50% over the last 3 years.

Some College (No Degree): Speech Communication

- Attended 4 years. Left to manage emergency relief site following Hurricane Katrina.

05/2001

**Merryville High School**

Merryville, LA

High School Diploma

## OFFER OF EMPLOYMENT

David Miller  
[REDACTED]  
[REDACTED]

Date December 6, 2022

Dear David,

Economic Development Corporation of Breckenridge is pleased to offer you employment as CEO, Executive Director of the Breckenridge Economic Development of Breckenridge. The offer is in accordance to the following:

### 1. POSITION

- a) CEO Economic Development Corporation of Breckenridge, TX.
- b) Duties. The following items and other related duties are performed as required:
  - 1. Coordinate and manage all activities of the BEDC to effectively stimulate the City's economic growth.
  - 2. Develop both short and long-range strategic plans for community and economic growth.
  - 3. Develop, refine and execute specific marketing and promotional strategies for targeted company recruitment.
  - 4. Enhance and manage job retention and expansion program for existing businesses.
  - 5. Promote "quality of life" improvements in conjunction with other local entities.
  - 6. Manage books, records, financial statements and other reports, prepare budgets and reports of BEDC.
  - 7. Coordinate the exchange of information related to economic development with the Breckenridge Industrial Foundation (BIF), City and County officials and other local organizations.
  - 8. Serve on the boards of BIF and Breck Improvement Council and provide secretarial and accounting assistance to both.

### 2. TERMS & BENEFITS

- a) Start date to be determined.
- b) Employment is a full time position with office hours typically 8am – 5pm.
- c) Salary \$75,000 annually.

- d) Employee health insurance will be provided in the form of cost reimbursement. (The EDC will explore ability to enroll EDC Director in the City of Breckenridge health benefits plan).
- e) Vacation 2 weeks paid after one year of employment.
- f) Mileage and cell phone expense reimbursement.

### 3. CONDITIONS

- a) Within 24 months of employment date the EDC director will have established residence in Breckenridge or Stephens County.
- b) Background check
- c) Credit background check
- d) Willingness to pursue and attend economic development continuing education events and courses.

The Breckenridge EDC directors looks forward to the opportunity to work with you as we build a better future for all those who call Breckenridge home.

SIGNED:

\_\_\_\_\_  
Lee Olson, EDC President

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

ACCEPTANCE:

  
\_\_\_\_\_  
David Miller

Date: 12-6-22