



NOTICE OF THE CITY OF BRECKENRIDGE  
**REGULAR COMMISSION MEETING**  
November 01, 2021 at 5:30 PM

---

**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 Commission Meeting on November 01, 2021 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

**CALL TO ORDER**

**INVOCATION**

Invocation led by Brother will Thompson

**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. 2021 4th Quarter Financials
2. Upcoming City Events

**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 October 5, 2021 Regular Commission meeting minutes as recorded.
4. Consider approval of the cities financials through September 30, 2021 including the quarterly investment reports.

5. Consider approval of a Water Purchase Contract with Tommy Wimberley, DBA High Mesa Water Company for a period of five years and authorize the Mayor to sign all related documents on behalf of the City.
6. Consider approval of Resolution 21-28 designating the official newspaper of the City of Breckenridge.
7. Consider approval of Resolution 21-29 to appoint members to the Breckenridge Economic Development Board for a period of two years.
8. Consider approving Resolution 21-30 to appoint Commissioner Place 2 Rob Durham, to fill a vacated spot to the Stephens County Appraisal District Board of Directors and appoint him for a new two year term beginning January 1, 2022.
9. Consider approval of Resolution 21-31 to appoint Leslie Howk, Turner Baugh, Bo Asher, and Mark Reyes to the Zoning Board of Adjustment.
10. Consider approval of Resolution 21-33 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual.

#### **PUBLIC HEARING ITEMS**

11. Public hearing and consider approval of Ordinance 21-13 to authorize the closing, vacating, and abandoning the portion of an alley between lots 5-10 and lots 11-16 of block N of the Breckenridge East Addition; providing for conveyance of said abandoned alley property and authorizing the Mayor to execute all related documents.

#### **ACTION ITEMS**

12. Consider approval of a demolition incentive program to provide a roll-off dumpster to qualified property owners.
13. Consider approval of resolutions authorizing a professional service provider selection for Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 and authorizing the City Manager to execute necessary documents.
14. Consider authorizing the city manager to purchase park playground equipment in an amount not to exceed \$118,859.22.
15. Consider approval of Resolution 21-32 approving a finance contract with Government Capital Corporation for the purpose of procuring playground equipment and authorizing the City Manager to execute necessary documents on behalf of the city.
16. Consider approval of Ordinance 21-12 amending the Code of Ordinances by amending Article 2 "Administration," establishing Section 1-30 'Claims Against City'.
17. Consider approval of an administrative policy creating an incentive program for employees who receive a COVID-19 vaccine.

18. Consider approving the funding of New Benefit Solutions, a telehealth service, for all full-time and regular part-time employees for Fiscal Year 2022.

## **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:*

### **Consultation with Attorney**

*§551.071(1),(2): Consultation with attorney regarding pending or anticipated litigation, or a settlement offer; or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter:*

19. Municipal Court

20. Employee Salaries

### **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):*

21. 810 E. Walker Street

## **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.*

## **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 **1:00 PM** on the **29th day of October 2021**.

---

Heather Robertson-Caraway, 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.**



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Heather Caraway, City Secretary

---

**ITEM DESCRIPTION:**

Consider approval of the October 5, 2021 Regular Commission meeting minutes as recorded.

---

**BACKGROUND INFORMATION:**

The minutes of the City Commission Meeting are recorded by the City Secretary and presented to the Commission for approval.

---

**FISCAL IMPACT:**

- Not Applicable  
 Proposed Expenditure:  
 General Ledger Code:  
 Proposed Revenue:  
 Budget Amendment Required:        No  
 Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

A. Minutes

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve the minutes of the City Commission of Breckenridge as recorded.

**OCTOBER 5, 2021**

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

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

BOB SIMS  
VINCE MOORE  
ROB DURHAM  
GARY MERCER

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

ERIKA MCCOMIS  
DIANE LATHAM  
HOUSTON SATTERWHITE  
CALVIN CHANEY  
STACY HARRISON

**CALL MEETING TO ORDER**

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

**OPEN FORUM**

This is an opportunity for the public to address the City Commission on any matter of public business, except public hearings.

No speakers

**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. Calendar Items:  
Mrs. McComis briefly went over upcoming city events.
  
2. Employee Incentive for COVID-19 Vaccination  
Mrs. McComis informed the commission at the request of a commission member she researched possible incentives for employees who have received the COVID-19 vaccine. Policies ranged from allowing days off to days off plus employees that received the vaccine being paid leave time if they had to quarantine. Mayor Sims asked that a policy be brought back to the next meeting for the commission to consider.

**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 September 7, 2021 Regular Commission meeting minutes as recorded.
- 4. Consider approval of Resolution 21-24 to reappoint Board of Director members to the Housing Authority of the City of Breckenridge.
- 5. Consider approval of Environmental Consultants, Inc. (ECI) proposal to serve as program coordinator to oversee the land application of Water Treatment Plant sludge on the MT7 Ranch.
- 6. Consider approval of a facility use agreement with Stephens County Humane Society for a City owned building located at 210 N. Liveoak Street, Breckenridge (previously known as the Sis Clark Building).
- 7. Consider approval of Resolution 21-25 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.
- 8. Consider approval of Resolution 21-26 approving Breckenridge Police Department Policy for Mental Health Leave for Police Officers.
- 9. Consider approval of Resolution 21-27 appointing Melissa Vick as the Municipal Court Clerk.

Commissioner Durham moved to approve the consent agenda as presented. Mayor Pro Tem Moore seconded the motion. **The motion passed 4-0.**

**ACTION ITEMS**

- 10. Consider approval of Resolution 21-23 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual.

Mayor Pro Tem Moore moved to approve Resolution 21-23 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual. Commissioner Mercer seconded the motion. **The motion passed 4-0.**

**ADJOURN**

There being no further business, Commissioner Mercer adjourned the regular session at 5:50 p.m.

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

\_\_\_\_\_  
Heather Caraway, City Secretary



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Heather Robertson-Caraway, City Secretary

---

**ITEM DESCRIPTION:**

Consider approval of the Fiscal Year 2020-2021 4th Quarter City of Breckenridge Financial report including the quarterly investment report.

---

**BACKGROUND INFORMATION:**

Annual Interest Report is a breakdown of interest earned and balances on all accounts for October 2020-September 2021. Cemetery Trust Report explains contributions (25% of sales) invested with Regions to expand Cemetery when needed. Pledge Inventory Report is a security pledge of all city funds.

---

**FISCAL IMPACT:**

- Not Applicable  
 Proposed Expenditure:  
 General Ledger Code:  
 Proposed Revenue:  
 Budget Amendment Required:      No  
 Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

- A. Pledge Inventory Report
- B. Cemetery Trust Overview
- C. Annual Interest earned from FNB.

---

**RECOMMENDED MOTION AND/OR ACTION:**

Consider approval of the 4<sup>th</sup> Quarter Pledge Inventory Report



# BRECKENRIDGE FY 2021 FINANCIALS

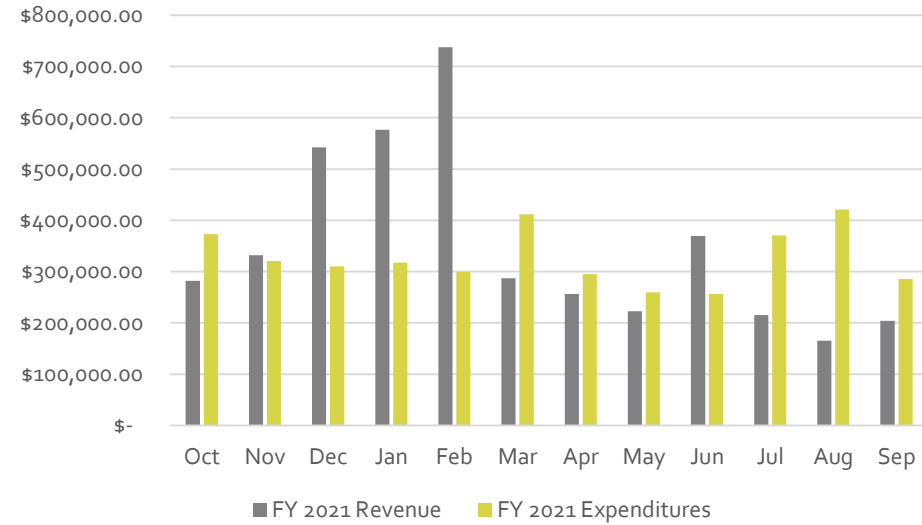
---



## General Fund Revenue

	FY 2021		
	FY 2021 Revenue	Expenditures	Variance
Oct	\$ 282,106.87	\$ 373,060.21	\$ (90,953.34)
Nov	\$ 332,033.44	\$ 320,905.15	\$ 11,128.29
Dec	\$ 542,506.54	\$ 309,779.71	\$ 232,726.83
Jan	\$ 576,624.06	\$ 317,795.75	\$ 258,828.31
Feb	\$ 737,428.40	\$ 299,764.74	\$ 437,663.66
Mar	\$ 286,802.51	\$ 411,948.45	\$ (125,145.94)
Apr	\$ 256,511.62	\$ 295,020.12	\$ (38,508.50)
May	\$ 222,578.35	\$ 259,660.03	\$ (37,081.68)
Jun	\$ 369,363.17	\$ 256,481.35	\$ 112,881.82
Jul	\$ 215,200.39	\$ 370,512.34	\$ (155,311.95)
Aug	\$ 165,195.86	\$ 421,065.20	\$ (255,869.34)
Sep	\$ 203,955.00	\$ 285,812.32	\$ (81,857.32)
<b>Tot</b>	<b>\$ 4,190,306.21</b>	<b>\$ 3,921,805.37</b>	<b>\$ 268,500.84</b>

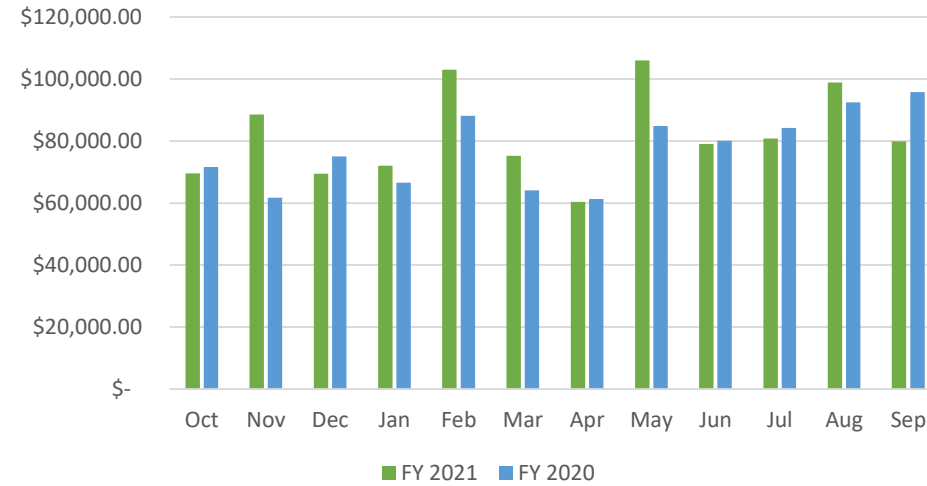
### GF Revenue vs Expenditure Comparison



### GF Sales Tax Comparison

	FY 2021	FY 2020
Oct	\$ 69,530.92	\$ 71,616.76
Nov	\$ 88,556.67	\$ 61,703.67
Dec	\$ 69,473.47	\$ 74,994.64
Jan	\$ 72,074.86	\$ 66,560.52
Feb	\$ 102,940.30	\$ 88,102.02
Mar	\$ 75,184.77	\$ 64,128.90
Apr	\$ 60,363.06	\$ 61,287.89
May	\$ 105,947.08	\$ 84,836.60
Jun	\$ 79,055.95	\$ 80,065.55
Jul	\$ 80,844.39	\$ 84,244.16
Aug	\$ 98,832.11	\$ 92,438.08
Sep	<u>\$ 79,822.04</u>	<u>\$ 95,768.60</u>
Tot	\$ 982,625.62	\$ 925,747.39

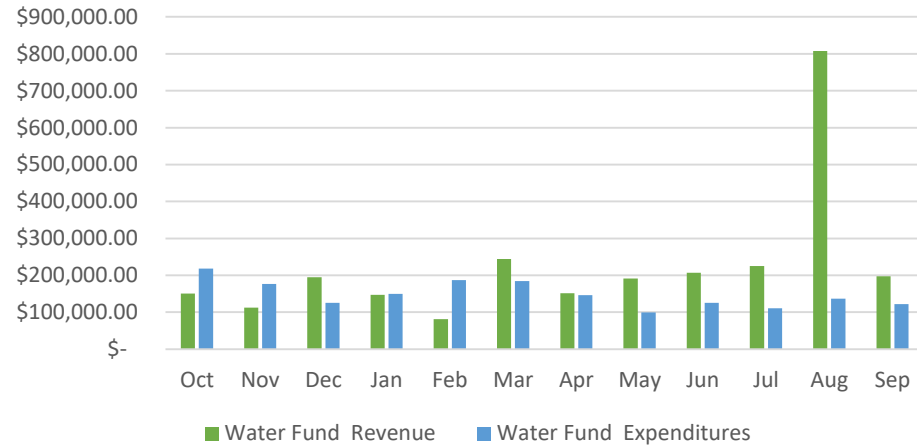
### City Sales Tax Comparison



### Water Fund

	Revenue	Expenditures	Variance
Oct	\$ 150,867.98	\$ 218,207.50	\$ (67,339.52)
Nov	\$ 112,263.51	\$ 176,680.29	\$ (64,416.78)
Dec	\$ 194,652.43	\$ 125,047.12	\$ 69,605.31
Jan	\$ 146,823.30	\$ 149,445.44	\$ (2,622.14)
Feb	\$ 81,262.58	\$ 186,598.68	\$ (105,336.10)
Mar	\$ 243,855.91	\$ 184,180.73	\$ 59,675.18
Apr	\$ 151,661.86	\$ 146,515.81	\$ 5,146.05
May	\$ 191,629.59	\$ 99,753.91	\$ 91,875.68
Jun	\$ 206,931.54	\$ 125,757.93	\$ 81,173.61
Jul	\$ 224,954.83	\$ 110,741.85	\$ 114,212.98
Aug	\$ 807,267.27	\$ 136,659.45	\$ 670,607.82
Sep	\$ 197,490.16	\$ 121,948.84	\$ 75,541.32
<b>Tot</b>	<b>\$ 2,709,660.96</b>	<b>\$ 1,781,537.55</b>	<b>\$ 928,123.41</b>

Water Fund Revenue and Expenditures

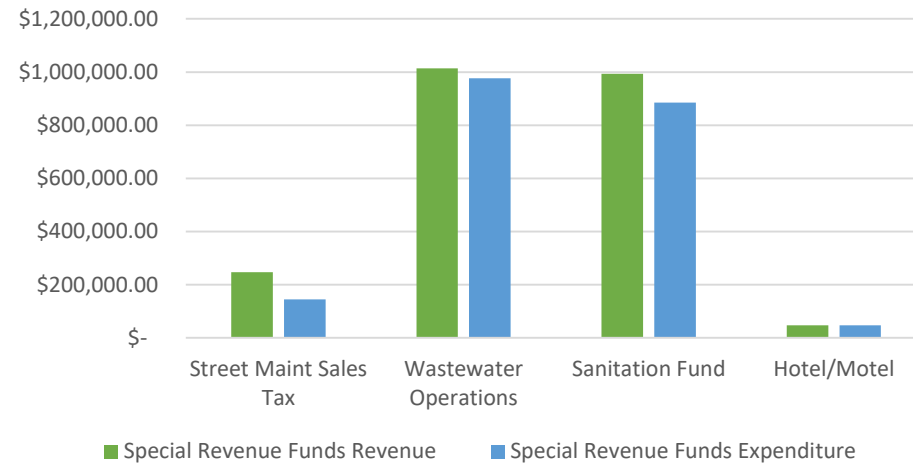


- Revenue includes ARPA funds - \$671,871.63
- Due to winter storm 2 utility zones were not billed in the month of February; thus revenue is reflected in the month of March

### Special Revenue Funds

	Revenue	Expenditure	Variance
Street Maint Sales Tax	\$ 246,996.42	\$ 144,760.48	\$ 102,235.94
Wastewater Operations	\$ 1,013,330.88	\$ 976,451.66	\$ 36,879.22
Sanitation Fund	\$ 993,990.50	\$ 885,446.49	\$ 108,544.01
Hotel/Motel	\$ 46,692.32	\$ 46,692.32	\$ -

Special Revenue Fund Comparison



**CITY OF BRECKENRIDGE  
FY 20-21 QUARTERLY BUDGET REPORT  
4TH QUARTER (JUL-SEP, 21)  
100% OF FISCAL YEAR COMPLETE**

<b>FUNDS</b>	<b>ADOPTED BUDGET</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>BUDGET BALANCE</b>
<b><u>GENERAL FUND</u></b>				
<b>REVENUES</b>				
Ad valorem tax	1,740,000	1,814,385	104.27%	(74,385)
Sales tax	925,000	982,626	106.23%	(57,626)
Mixed Beverage and Hotel/Motel Tax	45,500	48,894	107.46%	(3,394)
Licenses & Permits	18,000	17,920	99.55%	80
Charges for Services	140,600	165,126	117.44%	(24,526)
Franchise Fees	461,000	430,952	93.48%	30,048
Fines & Penalties	40,600	43,030	105.98%	(2,430)
Grants/Intergovernmental	111,400	88,582	79.52%	22,818
Other proceeds	53,400	53,793	100.74%	(393)
Other Sources	680,000	520,000	76.47%	160,000
<b>TOTAL REVENUES</b>	<b>4,215,500</b>	<b>4,165,306</b>	<b>98.81%</b>	<b>50,194</b>
<b>EXPENDITURES</b>				
Mayor & Commission	1,500	539	35.96%	961
City Manager	169,750	72,185	42.52%	97,565
City Secretary	249,950	246,792	98.74%	3,158
Public Works Director	115,200	108,976	94.60%	6,224
Accounting	101,600	85,088	83.75%	16,512
City Offices	99,200	99,214	100.01%	(14)
City Hall	13,300	10,416	78.31%	2,884
Police	1,210,600	1,018,219	84.11%	192,381
Animal Welfare	51,700	48,509	93.83%	3,191
Municipal Court	102,400	87,745	85.69%	14,655
Fire	736,800	659,102	89.45%	77,698
Aging Services Program	15,800	15,340	97.09%	460
Cemetery	71,850	61,417	85.48%	10,433
Parks & Recreation	396,300	332,558	83.92%	63,742
Street Department	415,600	421,601	101.44%	(6,001)
Garage & Warehouse	78,800	46,716	59.28%	32,084
Non Departmental	608,100	582,389	95.77%	25,711
<b>TOTAL EXPENDITURES</b>	<b>4,438,450</b>	<b>3,896,805</b>	<b>87.80%</b>	<b>426,108</b>
<b>REVENUES OVER/ (UNDER) EXPENDITURES</b>	<b><u>(222,950)</u></b>	<b><u>268,501</u></b>		

**CITY OF BRECKENRIDGE  
FY 20-21 QUARTERLY BUDGET REPORT  
4TH QUARTER (JUL-SEP, 21)  
100% OF FISCAL YEAR COMPLETE**

<b>FUNDS</b>	<b>ADOPTED BUDGET</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>BUDGET BALANCE</b>
<b><u>SPECIAL REVENUE FUNDS</u></b>				
<b>102-WATER FUND</b>				
REVENUES	2,138,850	2,709,661	126.69%	(570,811)
EXPENDITURES	1,691,600	1,327,538	78.48%	364,062
OTHER USES	420,000	454,000	108.10%	(34,000)
REVENUES OVER/ (UNDER) EXPENDITURES	<u>27,250</u>	<u>928,123</u>		
<b>103-WASTEWATER FUND</b>				
REVENUES	1,012,100	1,013,331	100.12%	(1,231)
EXPENDITURES	606,250	619,952	102.26%	(13,702)
OTHER USES	385,000	356,500	92.60%	28,500
REVENUES OVER/ (UNDER) EXPENDITURES	<u>20,850</u>	<u>36,879</u>		
<b>104-SANITATION FUND</b>				
REVENUES	964,600	993,991	103.05%	(29,391)
EXPENDITURES	885,400	875,446	98.88%	9,954
OTHER USES	50,000	10,000	20.00%	40,000
REVENUES OVER/ (UNDER) EXPENDITURES	<u>29,200</u>	<u>108,544</u>		
<b>105-FIRE DEPARTMENT SPECIAL FUND</b>				
REVENUES	270	872	322.79%	(602)
EXPENDITURES	1,000	1,621	162.09%	(621)
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(730)</u>	<u>(749)</u>		
<b>106-CEMETERY TRUST FUND</b>				
REVENUES	23,000	58,032	252.31%	(35,032)
EXPENDITURES	17,000	19,632	115.48%	(2,632)
REVENUES OVER/ (UNDER) EXPENDITURES	<u>6,000</u>	<u>38,400</u>		

**CITY OF BRECKENRIDGE  
FY 20-21 QUARTERLY BUDGET REPORT  
4TH QUARTER (JUL-SEP, 21)  
100% OF FISCAL YEAR COMPLETE**

<b>FUNDS</b>	<b>ADOPTED BUDGET</b>	<b>Y-T-D ACTUAL</b>	<b>% OF BUDGET</b>	<b>BUDGET BALANCE</b>
<b>111-EQUIPMENT REPLACEMENT FUND</b>				
REVENUES	175,500	167,098	95.21%	8,402
EXPENDITURES	196,800	178,752	90.83%	18,048
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(21,300)</u>	<u>(11,654)</u>		
<b>113-STREET MAINTENANCE SALES TAX</b>				
REVENUES	221,500	246,996	111.51%	(25,496)
EXPENDITURES	200,000	144,760	0.00%	55,240
REVENUES OVER/ (UNDER) EXPENDITURES	<u>21,500</u>	<u>102,236</u>		
<b>116-PARK FUND</b>				
REVENUES	270	290	107.42%	(20)
EXPENDITURES	5,000	-	0.00%	5,000
REVENUES OVER/ (UNDER) EXPENDITURES	<u>(4,730)</u>	<u>290</u>		
<b>130-POLICE DEPARTMENT SPECIAL FUND</b>				
REVENUES	50	9,069	18137.30%	(9,019)
EXPENDITURES	-	8,325		(8,325)
REVENUES OVER/ (UNDER) EXPENDITURES	<u>50</u>	<u>744</u>		
<b>197-CAPITAL IMPROVEMENTS PROJECT FUND</b>				
REVENUES	-	2,293,298		(2,293,298)
EXPENDITURES	-	2,301,056		(2,301,056)
REVENUES OVER/ (UNDER) EXPENDITURES	<u>-</u>	<u>(7,758)</u>		
<b>198-GENERAL DEBT SERVICE FUND</b>				
REVENUES	484,000	520,954	107.64%	(36,954)
EXPENDITURES	2,000	471,049	23552.47%	(469,049)
REVENUES OVER/ (UNDER) EXPENDITURES	<u>482,000</u>	<u>49,904</u>		



CITY OF BRECKENRIDGE  
 COMBINED STATEMENT OF INTEREST EARNED  
 ALL FUNDS ON DEPOSIT AT

OCTOBER 1, 2020 - SEPTEMBER 30, 2021

FIRST NATIONAL BANK ALBANY/BRECKENRIDGE FOR 2020-2021  
 ANNUAL INTEREST ACCURED FOR 2020-2021

1001 GENERAL FUND	\$ 381,518.63
1013 ARSON FUND	\$ 508.85
1014 FEDERAL TAX & LOAN	\$ 19,349.02
2000 PAYING	\$ 509,673.68
1001 WATER FUND	\$ 1,252,043.90
1001 WASTEWATER FUND	\$ 57,539.72
1001 SANITATION	\$ 62,079.71
1001 FIRE DEPT. SPECIAL	\$ 7,903.56
1001 FORFEITED PROPERTY	\$ 1,248.06
1002 PAYROLL FUND	\$ -
1001 EQUIP. REPLACEMENT FUND	\$ 80,536.65
1001 STREET MAINTENANCE	\$ 553,506.94
1001 BRECKENRIDGE PARK FUND	\$ 8,809.38
1001 POLICE DEPT. SPECIAL	\$ 10,109.38
1001 Excess Sales Tax Revenue	\$ 17,544.91
1001 Breck Trade Days	\$ 39,460.41
1051 CO 2017 A&B Sinking /Rd	\$ 343,090.33
1053 Park St. Proj/RD	\$ -
1001 Capital Improvement Project	\$ 2,967.11
1057 CAPITAL IMPROVEMENT DWSRF	\$ -
1058 GENERAL DEBT SERVICE FUND	\$ 343,090.33
<b>TOTAL - ALL FUNDS</b>	<u><u>\$ 3,690,980.57</u></u>

INVESTMENTS

GAIN/(LOSS)

Cemetery Trust (Regions Bank)

FUNDS (not located at First National Bank)

ANNUAL INTEREST EARNED

Cemetery Trust (Regions Bank)

INTEREST RATES  
 COMPARISION FOR  
 2020-2021

	<u>FNB</u>	<u>TEXSTAR</u>
October 2020	0.25%	0.1150%
November 2020	0.25%	0.0944%
December 2020	0.25%	0.0676%
January 2021	0.25%	0.0583%
February 2021	0.25%	0.0334%
March 2021	0.25%	0.0216%
April 2021	0.25%	0.0113%
May 2021	0.25%	0.0100%
June 2021	0.25%	0.0100%
July 2021	0.25%	0.0100%
August 2021	0.25%	0.0100%
September 2021	0.25%	0.0100%

**Overview of Account - 7979028989 BRECKENRIDGE CEMETERY PC TX**

Investment Objective: Current Income, with Cash

**Activity Summary**

	This Period (\$)	Year to Date (\$)
Beginning Market Value	663,948.41	639,441.94
Cash & Security Transfers	0.00	0.00
Contributions	556.25	5,093.75
Income & Capital Gain Distributions	1,722.89	11,570.32
Fees	-691.83	-6,617.90
Withdrawals	-1,701.53	-4,090.24
Change in Account Value	-12,736.46	5,699.86
<b>Market Value on Sep 30, 2021</b>	<b>\$651,097.73</b>	<b>\$651,097.73</b>

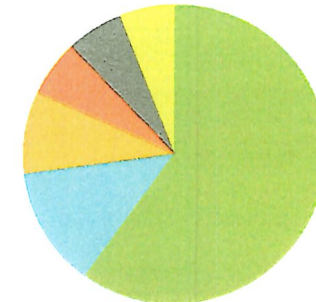
**Income Earned**

	This Period (\$)	Year to Date (\$)
Taxable Income	1,722.89	11,480.67
Tax-Exempt Income	0.00	0.00
Tax-Deferred Income	0.00	0.00
<b>Total Income Earned</b>	<b>\$1,722.89</b>	<b>\$11,480.67</b>
<b>Total ST Realized Capital Gain/Loss</b>	<b>\$4.04</b>	<b>-\$373.98</b>
<b>Total LT Realized Capital Gain/Loss</b>	<b>\$135.27</b>	<b>\$6,511.91</b>
<b>Total Realized Capital Gain/Loss</b>	<b>\$139.31</b>	<b>\$6,137.93</b>

This summary is for your reference. It is not intended for tax-reporting purposes. Taxable income is taxable at the federal level and may be taxable at the state level.

**Asset Allocation on September 30, 2021**

	Market Value (\$)	Percent
■ Taxable Domestic Fixed Income	1154 381,718.98	60%
■ Domestic Large Cap	1156 83,606.64	13%
■ International Equity	1156 61,762.28	9%
■ Taxable International Fixed Income	1154 41,495.31	6%
■ Capital Portfolio	1067 41,228.84	6%
■ Domestic Small-Mid Cap	1156 40,725.07	6%
■ Income Portfolio	1067 570.13	0%
<b>Subtotal</b>	<b>\$651,107.25</b>	<b>100%</b>
Cash Processing / Liability	-9.52	
<b>Total of Your Account</b>	<b>\$651,097.73</b>	



Fixed Income 1154 423,214.29  
 Equity 1156 186,093.99  
 Cash 1067 41,798.97

CITY OF BRECKENRIDGE  
105 NORTH ROSE AVE.  
BRECKENRIDGE, TX 76424

CHARGE OFFS

FOR THE MONTH OF March 2021  
TO BE CHARGED OFF IN October 2021

WATER	<u><sup>\$</sup>2352.41</u>
SEWER	<u>318.18</u>
TRASH	<u>117.29</u>
ADMIN FEE	<u>25.53</u>
TAX	<u><sup>\$</sup>9.67</u>
OTHER	<u>0</u>
TOTAL	<u><sup>\$</sup>2823.08</u>

APPROVED BY THE CITY COMMISSION \_\_\_\_\_

CITY SECRETARY *Erin McCain*

chargeoffs(dl)

G/L POSTING DATE: 10/15/2021

PACKET: 7822

POSTING TYPE: BOTH

COMMENT CODE: BAD -BAD DEBT ACCOUNT

FLAG ACCOUNT: NO

\*\* TRANSFER TO BAD DEBT \*\*

ACCOUNT NO	NAME	BALANCE	LAST BILL						
01-000407-04-0	HODGE, PAMELA	305.77	3/30/2021	100-WATER	92.41	116-RDSUR	36.97	200-SEW	110.88
** LAST PAYMENT MADE:	11/09/2020			300-PCTCLR	46.59	320-ASF	15.09	390-GT	3.83
01-000430-00-0	MARTIN, DONALD	22.78	3/30/2021	100-WATER	8.76	116-RDSUR	3.51	200-SEW	10.51
** LAST PAYMENT MADE:	2/08/2021								
01-000511-00-0	ROSE, KIPI	32.61	3/30/2021	100-WATER	12.54	116-RDSUR	5.02	200-SEW	15.05
** LAST PAYMENT MADE:	3/01/2021								
06-000158-02-0	STRAIN, AMANDA	305.44	3/30/2021	100-WATER	146.37	116-RDSUR	17.40	200-SEW	85.19
** LAST PAYMENT MADE:	12/29/2020			302-DSTCLR	47.60	320-ASF	4.95	390-GT	3.93
07-000093-01-0	CEPILLO, JOANN	14.68	3/30/2021	100-WATER	5.65	116-RDSUR	2.26	200-SEW	6.77
** LAST PAYMENT MADE:	0/00/0000								
08-000429-03-0	ROBERSON, TANESHA	1,972.15	3/30/2021	100-WATER	1,930.53	200-SEW	41.62		
** LAST PAYMENT MADE:	10/26/2020								
09-000269-01-0	GARVIN, JASON	101.58	3/30/2021	100-WATER	36.82	116-RDSUR	9.28	200-SEW	31.44
** LAST PAYMENT MADE:	2/17/2021			300-PCTCLR	18.51	320-ASF	4.00	390-GT	1.53
10-000135-00-0	GRENKO, EMILY	62.15	3/30/2021	100-WATER	38.73	116-RDSUR	2.97	200-SEW	13.99
** LAST PAYMENT MADE:	1/21/2021			300-PCTCLR	4.59	320-ASF	1.49	390-GT	0.38
11-000133-01-0	JOHNSON, HEATHER	5.92	3/30/2021	100-WATER	2.28	116-RDSUR	0.91	200-SEW	2.73
** LAST PAYMENT MADE:	2/23/2021								
**TOTALS**	NUMBER OF ACCOUNTS:	9	2,823.08	100-WATER	2,274.09	116-RDSUR	78.32	200-SEW	318.18
				300-PCTCLR	69.69	302-DSTCLR	47.60	320-ASF	25.53
				390-GT	9.67				

ACCOUNT	SOURCE NAME	AMOUNT
101-1229	ACCOUNTS RECEIVABLE SALES TAX	9.67CR
101-1290	ALLOWANCE FOR DOUBTFUL ACCOUNT	9.67
102-1221	Accounts Receivable Water	2,274.09CR
102-1231	Accts Rec Waterline SurCharge	78.32CR
102-1290	Allowance for Doubtful Account	2,352.41
103-1223	Accounts Receivable Sewer	318.18CR
103-1290	Allowance for Doubtful Account	318.18
104-1225	Accounts Receivable Trash	117.29CR
104-1226	Accts. Receivable Admin Sanita	25.53CR
104-1290	Allowance for Doubtful Account	142.82

WARNINGS: 0  
ERRORS: 0

\*\* END OF REPORT \*\*



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of a Water Purchase Contract with Tommy Wimberley, DBA High Mesa Water Company for a period of five years and authorize the Mayor to sign all related documents on behalf of the City.

---

**BACKGROUND INFORMATION:**

The city allows High Mesa Water Company to purchase water from our system to provide adequate water to the residents within their development Southwest of Breckenridge. The proposed renewal will be in place through September 2026.

Current renewal rate:

First 2,000 gallons (minimum)	\$45.50
2,001 gallons and over, per one thousand gallons:	\$6.00

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue: varies depending on use
- Budget Amendment Required: No
- Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Contract

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve High Mesa Water Company contract that expires in 2026.

**WATER PURCHASE CONTRACT**

The terms agreed to in this contract for the sale and purchase of water between the CITY OF BRECKENRIDGE, City Offices, 105 North Rose Avenue, Breckenridge, Texas 76424 (hereinafter referred to as Seller) and TOMMY C. WIMBERLEY, DBA HIGH MESA WATER COMPANY, 400 West Walker Street, Breckenridge, Texas 76424 (hereinafter referred to as Purchaser), shall be effective as of \_\_\_\_\_, 20\_\_.

**WITNESSETH:**

**WHEREAS**, Purchaser has obtained a Certificate of Convenience and Necessity from the Texas Commission on Environmental Quality which allows Purchaser to operate a water supply distribution system serving water users within the area described on the attached Exhibit A, which is incorporated herein for all purposes, containing approximately 80 acres of land as situated 1/2 mile southwest of the City of Breckenridge, bounded by Post Oak Road on the east side thereof, and

**WHEREAS**, Seller owns and operates a water supply distribution system with a capacity currently capable of serving the present customers of Purchaser,

**NOW, THEREFORE**, in consideration of the foregoing and the mutual agreements hereinafter set forth,

**A. THE SELLER AGREES TO THE FOLLOWING:**

1. To furnish Purchaser at the point of delivery from an existing two (2) inch main supply at a point located approximately 1,999 feet south of the intersection of West Elliott Street and County Road No. 224, during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Texas Department of Health in such quantity as may be required by Purchaser not to exceed 150,000 gallons per month.
2. That water will be furnished at a constant pressure calculated at 35 PSI from an existing two (2) inch main supply line at a point located at approximately 1,999 feet south of the intersection of West Elliott Street and County Road No. 224.

Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake, or other catastrophe shall excuse Seller from this provision for such period of time as may be necessary to restore service.

- 3. To calibrate such metering equipment whenever requested by Purchaser but not more frequently than once every twelve (12) months. A meter registering within the standards as prescribed by the American Water Works Association standards shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate shall be corrected for the one month prior to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the volume of water furnished during such period shall be deemed to be the volume of water delivered in the corresponding period immediately prior to the failure, unless Seller and Purchaser agree otherwise based on facts supporting such agreement. The metering equipment shall be read on or about the 15th of every month. An appropriate official of Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.
- 4. To furnish Purchaser at the above address not later than the 25th day of each month, with an itemized statement of the amount of water furnished Purchaser during the preceding month.

**B. THE PURCHASER AGREES TO THE FOLLOWING:**

- 1. To pay Seller, not later than the 30th day of each month, for water delivered in accordance with the following rate schedule and future rates as approved by the commission during the fiscal year budget process:

First 2,000 gallons (minimum)	\$45.50
2,001 gallons and over, per one thousand gallons:	\$6.00

- 2. The Purchaser under this contract agrees that this contract is subject to the Water Conservation and Drought Contingency Plan which has been heretofore adopted



by Seller, as same now exists and as same may be hereafter amended, a copy of the present Plan having been furnished to the Purchaser prior to execution of this amendment, and with Purchaser to be furnished a copy of any amendments to said Plan as same may be adopted from time to time, so that at all times subsequent to execution of this amendment, Purchaser's rights under this contract will be subject to the Water Conservation and Drought Contingency Plan enacted by Seller.

3. The Purchaser shall provide and install, at the points of delivery, metering equipment and connections to Seller's system at no cost to Seller. Metering equipment and connections shall be approved by the Seller prior to installation.
4. It is further understood and agreed between the parties that Seller, from time to time, will have to purchase water from the Hubbard Creek Lake from the West Central Texas Municipal Water District, and it is understood and agreed that when such water purchase is required by Seller that Seller's cost of acquisition of such water from West Central Texas Municipal Water District will be passed on and paid by Purchaser as an additional charge to the water it acquires from Seller under the terms of this contract.
5. (Sanitary Requirements) The Seller reserves the right and authority to enter upon the property of Purchaser or Purchaser's customers' property to inspect the water facilities for compliance with Texas State Health Department requirements related to the City of Breckenridge's State Water Certification. The Seller shall notify the Purchaser of any situation existing that jeopardizes the City of Breckenridge's water certification with the Texas State Health Department, and the Purchaser shall immediately correct any such condition that might result in the contamination of Seller's water supply. In the event Purchaser fails to correct such situation within ten (10) days, Seller reserves the right to cease delivery of water under this Contract until such condition is corrected to Seller's satisfaction.

6. Notwithstanding any provision to the contrary herein, it is understood and agreed that in the event the Seller should expand, enlarge, rebuild, or replace its existing water treatment plant, then such expense of Seller may be considered as an increase in the cost of performance hereunder which would justify an increase in rates to Purchaser, provided the water rates of Seller's other customers are also increased due to such additional expense of Seller.

**C. IT IS FURTHER MUTUALLY AGREED BETWEEN THE SELLER AND THE PURCHASER AS FOLLOWS:**

1. That this contract shall extend for a term of five (5) years from the date of the initial delivery of any water as shown by the first bill submitted by Seller to Purchaser and, thereafter may be renewed or extended for such term or terms, as may be agreed upon by Seller and Purchaser.
2. That Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish Purchaser with quantities of water required by Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.
3. That the provisions of this contract pertaining to the schedule or rates to be paid by Purchaser for water delivered are subject to modification annually. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder. Other provisions of this contract may be modified or altered by mutual agreement.
4. That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State, and Seller and Purchaser will collaborate in

obtaining such permits, certificates, or the like, as may be required.

- 5. This Contract cannot be assigned in whole or in part by Purchaser without first obtaining the written consent of Seller.
- 6. Seller has no obligation under this contract to furnish more than 150,000 gallons of water per month to Purchaser. Purchaser shall comply with all statutory requirements, rules, and regulations that apply to the sale and distribution of water in the State of Texas.

**EXECUTED** in duplicate originals the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**SELLER:**

**PURCHASER:**

THE CITY OF BRECKENRIDGE, TEXAS

TOMMY C. WIMBERLEY, DBA  
HIGH MESA WATER COMPANY

\_\_\_\_\_  
BOB SIMS, MAYOR

\_\_\_\_\_  
TOMMY C. WIMBERLEY, OWNER

**ATTEST:**

\_\_\_\_\_  
HEATHER ROBERTSON-CARAWAY, CITY SECRETARY

S E A L



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Heather Caraway, City Secretary

---

**ITEM DESCRIPTION:**

Consider approval of Resolution 21-28 designating the official newspaper of the City of Breckenridge.

---

**BACKGROUND INFORMATION:**

Section 52.004(a) of the Texas Local Government Code states "As soon as practicable after the beginning of each municipal year, the governing body of the municipality shall contract, as determined by ordinance or resolution, with a public newspaper of the municipality to be the municipality's official newspaper until another newspaper is selected." The Breckenridge American has been the City of Breckenridge's newspaper of record for several years. The Breckenridge American meets all of the requirements of Section 2051.044 of the Texas Government Code to be designated an official newspaper.

---

**FISCAL IMPACT:**

- Not Applicable  
 Proposed Expenditure:  
 General Ledger Code:  
 Proposed Revenue:  
 Budget Amendment Required:        No  
 Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Resolution

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve Resolution 21-28 designating the official newspaper of the City of Breckenridge.

**RESOLUTION NO. 21-28**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO DESIGNATE THE BRECKENRIDGE AMERICAN AS THE OFFICIAL NEWSPAPER OF THE CITY.**

**WHEREAS**, Chapter 52, Subchapter A, Section 52.004a of the Texas Local Government Code provides that the governing body of a municipality shall designate an Official Newspaper for the City at the beginning of each Fiscal Year; and,

**WHEREAS**, the City of Breckenridge's Fiscal Year begins on the first day of October and continues through the 30th day of September of each year; and,

**WHEREAS**, Chapter 2051, Subchapter C, Section 2051.044 of the Texas Government Code sets forth the requirements of a newspaper of record and the Breckenridge American meets the requirements.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRECKENRIDGE, TEXAS, THAT:**

The Breckenridge American is hereby designated as the Official Newspaper for the City of Breckenridge, Texas, for the Fiscal Year 2021-2022. The City Secretary is hereby directed to publish all Fiscal Year 2021-2022 notices and advertisements in the Breckenridge American newspaper in accordance with the law.

**PASSED AND APPROVED** this 1<sup>st</sup> day of November, 2021

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

**ATTEST:**

\_\_\_\_\_  
**Heather Robertson-Caraway, City Secretary**

**S E A L**



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of Resolution 21-29 to appoint Kevin Simmons, Ky Kennedy, and Mike Griffith to the Breckenridge Economic Development Board for a period of two years.

---

**BACKGROUND INFORMATION:**

The commission originally approved one member at their September meeting however it was discovered that each year three members are to be appointed. The EDC board of directors meet and make a recommendation to the commission as to the members they would like appointed.

---

**FISCAL IMPACT:**

- Not Applicable  
 Proposed Expenditure:  
 General Ledger Code:  
 Proposed Revenue:  
 Budget Amendment Required:        No  
 Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Resolution  
Memo from EDC Director

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve resolution 21-29 appointing Kevin Simmons, Ky Kennedy, and Mike Griffith to the Breckenridge Economic Development Board for a period of two years.



**CITY OF BRECKENRIDGE  
RESOLUTION NO. 21-29**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO REAPPOINT OR APPOINT A MEMBER TO THE BOARD OF DIRECTORS OF THE BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION.**

**WHEREAS**, Section 22-12 of the Code of Ordinances of the City of Breckenridge creates the Board of Adjustment for the City of Breckenridge and provides appointment procedures; and,

**WHEREAS**, the term of office for the current Breckenridge Economic Development Corporation Board of Directors, **Kevin Simmons, Ky Kennedy, and Mike Griffith** expires September 30, 2021.

**WHEREAS**, all have agreed to be reappointed.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:** That Kevin Simmons, Ky Kennedy, and Mike Griffith shall be reappointed to the Breckenridge Economic Development Corporation Board of Directors for a two-year term which expires September 30, 2023.

**PASSED AND APPROVED** this 1<sup>st</sup> day of November 2021

**CITY OF BRECKENRIDGE, TEXAS**

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

**ATTEST:**

\_\_\_\_\_  
**Heather Robertson-Caraway, City Secretary**

S E A L



P.O. Box 1466 100 EAST ELM STREET  
BRECKENRIDGE, TEXAS 76424  
PHONE 254-559-6228 FAX 254-559-7104

BOARD OF DIRECTORS  
*NIC McCLYMOND, PRESIDENT*  
*MIKE GRIFFITH*  
*RONNIE ANDERSON*  
*DAVID DUGGAN*  
*KEVIN SIMMONS*  
*KY KENNEDY*  
*WADE SMITH*

EXECUTIVE DIRECTOR  
*COLTON L. BUCKLEY*

October 19, 2021

Dear Mayor Sims and City Manager McComis,

According to Article IV - Section 4.02 of the Bylaws of the Breckenridge Economic Development Corporation (BEDC), the Mayor with the approval of the City Commission of Breckenridge shall appoint the Directors of the Corporation.

At the regularly called November 2021 meeting of the BEDC, the Board of Directors unanimously voted to recommend Mayor Sims appoint Mr. Mike Griffith and Mr. Ky Kennedy to second two-year terms to begin on November 1, 2021, and end on September 30, 2023. Per our Bylaws, directors may serve a maximum of three consecutive terms.

Please let this letter serve as an official request to place the appointment of Mr. Mike Griffith and Mr. Ky Kennedy to second two-year terms as members of the BEDC Board of Directors on the agenda for the upcoming meeting of the City Commission of Breckenridge.

If you have any questions or concerns, feel free to let me know.

Respectfully,

Nic McClymond  
*President*  
Breckenridge Economic Development Corporation  
nicmc@petexltd.com



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approving Resolution 21-30 to appoint Commissioner Place 2 Rob Durham, to fill a vacated spot to the Stephens County Appraisal District Board of Directors and appoint him for a new two year term beginning January 1, 2022.

---

**BACKGROUND INFORMATION:**

Taxing jurisdictions serviced by the Stephens County Appraisal District (SCAD) are authorized to nominate and appoint one member of its governing body to the Board of Directors. The current position up for discussion and appoint is filled by Commissioner Rob Durham. The member appointed will take their seat on the board of directors on January 1, 2022, and will be for a two year term.

In order to be eligible, individuals must reside in the appraisal district for at least two years immediately preceding the date they take office. Municipal, school and county elected officials are eligible to serve, however, employees of a taxing entity are not.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required:           No
- Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

- A. Resolution
- B. Letter from Appraisal District

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve Resolution 21-30 to appoint Commissioner Place 2 Rob Durham, to fill a vacated spot to the Stephens County Appraisal District Board of Directors and appoint him for a new two year term beginning January 1, 2022.

## APPOINTMENT RESOLUTION 21-30

**WHEREAS** the Texas Property Tax Code allows tax jurisdictions to appoint up to five people to serve on the Board of the Stephens County Appraisal District for a term of office of two years beginning January 1, 2022;

**AND WHEREAS**, \_\_\_\_\_ desires to appoint a person or persons to said Board;

**AND WHEREAS**, said tax unit recognizes the importance of cost-effective operations of the Appraisal District,

**NOW THEREFORE**, we hereby appoint \_\_\_\_\_ for a position on the Board of Directors of the Stephens County Appraisal District.

Approved on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Presiding Officer of Tax Unit

\_\_\_\_\_  
Attest, Secretary of the Tax Unit

# STEPHENS COUNTY APPRAISAL DISTRICT



Stephens County Commission  
% Michael Roach, County Judge  
200 W Walker  
Breckenridge, TX 76424

September 22, 2021

**RE: Board Appointments**

It is time for the tax units of Stephens County to appoint members to the Stephens County Appraisal District’s Board of Directors (SCAD) (BoD). As the election administrator for this process, I am notifying you of the timetable and process.

In 2021, the SCAD updated the Policies and Procedures to allow entities to appoint board members based on the following timetable and positions.

<u>Taxing Entity</u>	<u>Member</u>	<u>Current Member</u>	<u>Timing (Installment Year)</u>
City of Breckenridge	1 Member	Rob Durham	Jan 1 of Even Years
Breckenridge ISD	1 Member	Roy Russell	Jan 1 of Even Years
Stephens County	1 Member	Jerry Toland	Jan 1 of Odd Years
Breckenridge ISD	1 Member	Parker Wylie	Jan 1 of Odd Years
Stephens Memorial Hospital	1 Member	Ted Goldsmith	Jan 1 of Odd Years

The City of Breckenridge and Breckenridge ISD will make one appointment each this year. The unit has the right to nominate and appoint through resolution using a process determined by the unit. The members of the current Board are not automatically nominated or reappointed.

The appointment must be done by resolution of the tax unit in an open meeting between October 31 and December 1. The resolution should be returned to me as soon as it is completed. The successful board members will be announced at the December Board meeting and will be sworn in at the first meeting in 2022.

I have enclosed a resolution that you may use for the appointment process. If you have any questions about the elections process, feel free to contact me.

I have attached portions of the Board Policy and Procedure Manual discussing the responsibilities of the Board and eligibility for appointment. Should you have any questions, please feel free to contact me.

Sincerely,

William W. Thompson  
Chief Appraiser (In Training)

## **FUNCTIONS OF THE BOARD OF DIRECTORS**

The Board has authority and required duties under the Texas Property Tax Code, specifically governance over the District, while other duties and authority maybe provided elsewhere in statute.

The following is a nonexclusive list of the primary responsibilities of the Board:

1. Hire and annually review the chief appraiser
2. Structure the appointment or election of Board members and officers
3. Hold regular Board meetings to conduct the business of the Board
4. Solicit, negotiate, and enter contracts with other appraisal offices, taxing units or private firms to perform appraisal functions
5. Adopt annual operation budget and annual financing by the taxing units per guidelines set out in the Code
6. Structure and appoint members of the Appraisal Review Board
7. Structure and appoint members of the Agricultural Advisory Board
8. Purchase or lease real property to establish the appraisal district office
9. Ensuring preparation of an annual audit
10. Governance over the district in any other manner required by law

The Board is required to complete a training course on the Public Information Act and the Open Meetings Act, not later than the 90th day after taking the oath of office.

The Board has no responsibility for setting tax rates, appraising property, adjusting appraisals, granting or denying exemptions, or any other matter directly affecting the value of property.

Effective September 2007, it is a criminal offense for a member of the Board to communicate with the chief appraiser directly or indirectly on any matter relating to the appraisal of property, except in open session with an agenda item (Section 6.15, Property Tax Code).

Board members will not be compensated for service but are entitled to reimbursement for actual or necessary expenses incurred in the performance of their duties as provided by the budget adopted by the Board (Texas Property Tax Code, Section 6.04(c)).

## **Eligibility**

1. Must be a current resident of the District
2. Must have resided in the District for at least two years immediately preceding the date the individual takes office
3. May be a member on the governing body of a taxing unit
4. An employee of a taxing unit that participates in the District is not eligible to serve on the Board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the District

An individual is ineligible to serve on the Board and is disqualified from employment as Chief Appraiser if the individual:

1. Is related within the second degree by consanguinity or affinity, as determined under Chapter 573, Government Code, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district
2. Owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:
  - a. The delinquent taxes and any penalties and interest are being paid under an installment payment agreement under Section 33.02; or
  - b. A suit to collect the delinquent taxes is deferred or abated under Section 33.06 or 33.065.
3. The individual has engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property owners for compensation in proceedings under this title in the appraisal district at any time during the preceding three years



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of Resolution 21-31 appointing members to the Board of Adjustments.

---

**BACKGROUND INFORMATION:**

The Board of Adjustments is a six member board tasked with conducting hearings and grants, grants with conditions, or denies variances to the Zoning Codes, including variances from building height and building setback requirements; hears requests and renders decisions regarding special exceptions when applicants propose to expand non-conforming uses; and hears and renders decisions regarding appeals of decisions or interpretations of the Building Official.

Staff contacted the current members of the board and found that Leslie Howk, Turner Baugh and Bo Asher all wish to remain on the board. The commission will appoint one new member to the board (Mark Reyes) to fill the position previously held by Sonny Robbins.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required:           No
- Financial Review Completed by:



---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Resolution

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to adopt Resolution 21-31 to appoint Leslie Howk, Turner Baugh, Bo Asher, and Mark Reyes to the Board of Adjustments.

**RESOLUTION NO. 21-31**

**A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, TO REAPPOINT OR APPOINT A MEMBER TO THE BOARD OF ADJUSTMENT COMMISSION AND TO SET TERM OF OFFICE FOR APPOINTEE.**

**WHEREAS**, Section 22-12 of the Code of Ordinances of the City of Breckenridge creates the Board of Adjustment for the City of Breckenridge and provides appointment procedures; and,

**WHEREAS**, the term of office for the current Board of Adjustment, **Sonny Robbins, Leslie Howk, Turner Baugh and Bo Asher** expires November 2021.

**WHEREAS, Leslie Howk, Turner Baugh and Bo Asher** have agreed to be re-appointed. **Mark Reyes** has agreed to be appointed to replace Sonny Robbins.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:** That **Mark Reyes, Leslie Howk, Turner Baugh and Bo Asher** shall be appointed to the Board of Adjustment for a two-year term which expires November 30, 2023.

**PASSED AND APPROVED** this 1<sup>st</sup> day of November, 2021

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

**ATTEST:**

\_\_\_\_\_  
**Heather Robertson-Caraway, City Secretary**

**S E A L**



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Consent Agenda

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of Resolution 21-33 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual.

Changes are highlighted in red

---

**BACKGROUND INFORMATION:**

Upon review of the employee policies approved during the October 5, 2021 regular commission meeting an error was discovered. In the past the fire department employees were paid 24 hours of holiday pay since that is their normal schedule. In the policy that was approved the fire department employees were only given 12 hours of holiday pay instead of 24 and the proposed enclosed policy corrects this error.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required:           No
- Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Employee Leave Policy

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve Resolution 21-33 approving amendments to the City of Breckenridge Personnel Policy and Procedure Manual.

**CITY OF BRECKENRIDGE, TEXAS  
RESOLUTION NO. 21-33**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, APPROVING AMENDMENTS TO THE CITY OF BRECKENRIDGE PERSONNEL POLICY.**

**WHEREAS**, the City of Breckenridge revised and adopted the City of Breckenridge Personnel Policy and Procedure Manual by Resolution No. 13-05 on January 7, 2013, and amended by Resolution 20-07 on March 3, 2020, Resolution 20-23 on October 6, 2020 and Resolution 21-23 on October 5, 2021, providing rules and procedures governing all employees of the City; and

**WHEREAS**, periodic updates, amendments or revisions are necessary in order to address changes to the City’s employment policies initiated by state or federal law changes as well as City-initiated updates; and

**WHEREAS**, it has hereby been determined by the City Commission of the City of Breckenridge that is it in the best interest and welfare of the City of Breckenridge and its employees to approve said updates and amendments to the City Employee Manual as attached in Exhibit “A” hereto.

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

**SECTION 1.** That, the above findings are hereby found to be true and correct and are incorporated herein in their entirety.

**SECTION 2.** That, the City Commission of the City of Breckenridge, Texas hereby approves certain amendments, revisions and updates to the City of Breckenridge Employee Handbook as attached in Exhibit “A” attached hereto.

**SECTION 3.** That, this Resolution shall take effect immediately.

**PASSED AND APPROVED THIS THE 1st DAY OF NOVEMBER 2021.**

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Heather Robertson- Caraway, City Secretary

## CHAPTER 8 EMPLOYEE LEAVE

Effective October 6th, 2021

### 8.01 Official City Holidays

City holidays are determined by the City Commission. The following days are official holidays for City employees:

- |           |                        |                           |
|-----------|------------------------|---------------------------|
| <b>A.</b> | New Year's Day         | January 1st               |
| <b>B.</b> | Martin Luther King Day | 3rd Monday in January     |
| <b>C.</b> | Presidents Day         | 3rd Monday in February    |
| <b>D.</b> | Good Friday            | Friday preceding Easter   |
| <b>E.</b> | Memorial Day           | Last Monday in May        |
| <b>F.</b> | Independence Day       | July 4 <sup>th</sup>      |
| <b>G.</b> | Labor Day              | First Monday in September |
| <b>H.</b> | Columbus Day           | Second Monday in October  |
| <b>I.</b> | Veterans Day           | November 11th             |
| <b>J.</b> | Thanksgiving Day       | 4th Thursday in November  |
| <b>K.</b> | Thanksgiving Friday    | 4th Friday in November    |
| <b>L.</b> | Christmas Eve          | December 24th             |
| <b>M.</b> | Christmas Day          | December 25th             |

### 8.02 Holidays Falling on Weekend Days

If a holiday falls on a Saturday, it will be observed on the preceding Friday; if a holiday falls on a Sunday, it will be observed on the following Monday.

### 8.03 Holiday Pay

All Regular Full-Time and probationary employees are eligible for eight (8) hours of holiday pay. Regular Part-Time employees shall receive four (4) hours of holiday pay. Holiday pay shall be based on eight (8) hours regardless of normal length of shift.

### 8.04 Holidays Not Coinciding with City Holidays

Employees desiring to observe religious holidays not coinciding with official City holidays may be authorized to use other accrued leave such as vacation leave, comp time, flex time or a personal day.

Per Local Government Code, Section 142.013 (c), firefighters shall have one of the holidays designated as September 11th. The City of Breckenridge has designated one Personal Day as September 11th.

**8.04 Unexcused Absence Preceding or Following a Holiday**

An employee who has an unexcused absence on the day immediately preceding or following a holiday(s) may be subject to disciplinary action. This does not apply to an employee who has called in sick and has approval from his supervisor.

**8.05 Extra Police and Fire Holiday Pay**

**Police and Fire employees who work a full workday on a holiday as directed will receive extra holiday pay and pay for time worked. This extra holiday pay will be paid at regular pay in twelve (12) hour increments for sworn police employees and twenty-four (24) hour increments for shift fire employees.**

**8.06 Personal Day**

All Regular Full-Time employees receive two (2) Personal Days on October 1st that must be used within the fiscal year. Unused Personal Day time shall not be rolled over to the next fiscal year. The Personal Day shall not be taken in intervals of less than one (1) day (8, 10 or 12 hours, depending upon shift assigned).

All Regular Part-Time employees receive one (1) Personal Day on October 1st that must be used within the fiscal year. Unused Personal Day time shall not be rolled over to the next fiscal year. The Personal Day shall not be taken in intervals of less than four (4) hours.

New Full-Time Employees hired on or after April 1<sup>st</sup> shall receive one (1) Personal Day in that calendar year.

**8.07 Vacation Leave**

Regular Full-Time and Regular Part-Time employees earn vacation leave in accordance with this chapter, but vacation leave may not be taken until the employee has completed six (6) months of employment.

All employees are encouraged to take their earned vacation time. Although the City tries to comply with employees' wishes when it comes to taking time off, the efficiency of the departments and the needs of the public come first. To maintain service levels in the City, the City Manager, Department Heads, and Supervisors have the discretion to regulate the times when vacations may be taken.

**8.08 Vacation Leave Accrual**

Vacation time must be earned before it can be taken. Subject to the terms and

conditions set forth below, Regular Full-Time employees are entitled to vacation according to the following schedule:

<b>Anniversary Date</b>	<b>Vacation Accrued</b>	<b>Accrual Rate</b>
1 to 4 years	80 hours/year	6.67 Hours/Mo.
5 to 9 years	120 hours/year	10.00 Hours/Mo.
10 to 19 years	160 hours/year	13.33 Hours/Mo.
20 years or more	200 hours/year	16.67 Hours/Mo.

Subject to the terms and conditions set forth below, twenty-four (24) hour shift employees are entitled to vacation according to the following schedule:

<b>Anniversary Date</b>	<b>Vacation Accrued</b>	<b>Accrual Rate</b>
1 to 4 years	120 hours/year	10.00 Hours/Mo.
5 to 9 years	168 hours/year	14.00 Hours/Mo.
10 to 19 years	216 hours/year	18.00 Hours/Mo.
20 years or more	264 hours/year	22.00 Hours/Mo.

Regular Part-Time employees accrue vacation leave at the rate of four (4) hours for each month of continuous service with the City.

**8.09 Maximum Accumulation of Vacation Time**

The maximum number of vacation hours an employee can accrue and maintain at calendar year-end is 240.

**8.10 Vacation Rules**

Vacation leave will be administered according to the following rules:

- A.** Vacation time will be charged only for time during which the employee would ordinarily have worked.
- B.** Employees who are transferred, promoted, or demoted shall retain accrued vacation time.
- C.** When taking vacation, an employee must take a minimum of one (1) hour and must have the approval of the employee's immediate supervisor.
- D.** An employee must submit a Leave Request to the immediate supervisor in advance an equal number of days as the employee is



requesting, except in extenuating circumstances as determined by the City Manager.

- E.** Vacation time shall not be advanced to employees.
- F.** Vacation credits are not transferable between employees.
- G.** No employee shall be permitted to take more than two weeks of vacation time in succession without prior approval of the City Manager.
- H.** An employee that is sick during his vacation leave may request sick time be charged for the days he was sick. The request must be approved by the immediate supervisor and supported by a doctor's certification that the employee was sick during that time.
- I.** Vacation in the last two weeks of December must be approved in advance and at the discretion of the Department Head. All requests for vacation leave during this time must be received prior to December 1<sup>st</sup>.
- J.** Department Head vacations require City Manager approval.
- K.** An employee on disciplinary suspension forfeits all claims to use vacation leave for the duration of the disciplinary suspension.
- L.** Vacation time does not count as hours worked and shall not be used in over-time calculations.
- M.** Employees on leave without pay, disability leave, family medical leave, or workers' compensation injury leave (after period of salary continuation) or receiving donated sick leave that have exhausted all leave shall not accrue vacation leave. Vacation leave shall accrue based on a prorated basis of the actual hours worked within that month. The accrual rate is based on length of service and number of hours worked per regular workweek.
- N.** Employees are strongly encouraged to use vacation leave. When it appears that a vacation, or at least time away from the workplace, may be in the best interest of the employee, or those for the department or City, the Department Director may, with the approval of the City Manager, require an employee to take at least one week of accrued vacation leave to be away from the job for an extended period, particularly if the employee has not taken at least one consecutive week of vacation leave in the past twelve months. Similarly, the City Manager may require a Department Director to

take accumulated vacation leave if the City Manager deems it is in the best interest of the employee, the department, and the City.

### **8.11 Selling Vacation Time**

Subject to availability of funds, employees with eighty (80) hours or more of accumulated vacation leave may sell back vacation hours up to a maximum of forty (40) hours on the condition that they have taken at least 40 hours of vacation or exempt leave during the previous twelve (12) months. All employees must fill out the Vacation Sell Back Form during the budget process each year, indicating their intent to convert the leave time to cash and turn it into the Human Resource Department as required by the Finance Department. This form is for budgetary purposes only. Therefore, individuals will need to fill out an additional form when it is time for the payment to be made and turn it into the Human Resource Department no later than October 31<sup>st</sup>. The conversion is made at the individual's pay rates as of September 30<sup>th</sup>. Individuals shall be paid their vacation proceeds in December.

### **8.12 Sick Leave Benefits**

Sick leave benefits are to be used only for medical conditions of the employee or the immediate family or for medical quarantine resulting from exposure to a contagious disease. For these purposes, "immediate family" means the employee's spouse, child, brother, sister, mother, father, grandparents, grandchildren, stepparents and shall include the spouse's immediate family. A legal guardian may be considered as immediate family. Any attempt to obtain sick leave by fraud may subject the employee to disciplinary action, up to and including termination.

Employees are required to communicate with their immediate supervisor or department head that they will be absent as soon as the employee knows of the need for absence.

### **8.13 Sick Leave Accrual**

Regular Full-Time exempt and non-exempt employees accrue sick leave at the rate of ten (10) hours for each full month of continuous service with the City. Regular Part-Time employees accrue sick leave at the rate of four (4) hours for each month of continuous service with the City. Twenty-four (24) hour shift employees will accrue sick leave at 12.5 hours for each full month of continuous service with the City.

### **8.14 Maximum Accumulation of Sick Leave**

The maximum number of days an employee can accumulate from year to year is 720 hours. Twenty-four (24) hour shift employees can accumulate a maximum amount of 1,008 hours from year to year.

### 8.15 Sick Leave Use

Sick leave with pay may be used when:

- A. an employee is incapacitated from the performance of the employee's duties due to an illness, surgical procedure, or injury;
- B. a medical, dental, or optical examination or treatment is necessary; provided, that approval of the supervisor is obtained;
- C. an employee is incapacitated by or recovering from pregnancy, miscarriage, or childbirth;
- D. an employee has been exposed to a contagious disease that would warrant quarantine by a health officer, and the employee's presence on the job would jeopardize the health of others; or
- E. an employee needs to remain with a sick child, spouse, parent or other family member.

### 8.16 Sick Leave Rules

- A. Sick leave time will be charged only for time during which the employee would ordinarily have worked.
- B. Sick leave shall not be taken in advance of it being earned.
- C. When taking sick leave, an employee must take a minimum of one (1) hour.
- D. Employees who are transferred, promoted, or demoted shall retain accrued sick time.
- E. An employee on disciplinary suspension forfeits all claims to use sick leave for the duration of the disciplinary suspension.
- F. Absences of three (3) or more consecutive days will require specific documentation before an employee can return to work. A Supervisor shall also be responsible for notifying the Human Resources Department when an employee is absent due to illness for three (3) consecutive workdays so the time may be evaluated for family and medical leave status.
- G. Employees who are separated from employment for any reason shall not be compensated for any accrued sick leave.

- H. An employee cannot take sick leave after notice of resignation or termination.
- I. Employees on leave without pay, disability leave, family medical leave, or workers' compensation injury leave (after period of salary continuation) or receiving donated sick leave that have exhausted all leave shall not accrue sick leave. Sick leave shall accrue based on a prorated basis of the actual hours worked within that month. The accrual rate is based on length of service and number of hours worked per regular workweek.
- J. Employees on sick leave may not work a second job even if they have been authorized for outside employment by their Department Director.
- K. Sick leave does not count as hours worked and shall not be used in overtime calculations.

**8.17 Physician's Statement**

An employee may be required to furnish a statement from an attending physician when:

- A. there is reasonable cause to question the merits of an employee's claim that an absence is due to a reason described in Section 8.18; or
- B. the employee's safety or ability to work is in question; or
- C. absence from work due to illness for three (3) or more consecutive days; or
- D. when requesting an extension of sick leave for serious illness.

An employee who is released by an examining physician to return to regular or light duty and refuses to report for work or perform their assigned duties is subject to disciplinary action, up to and including termination.

**8.18 Sick Leave on Holidays**

If an official paid holiday falls during a period of sick leave, the employee will not be charged for sick leave on the holiday.

**8.19 Use of Other Leave**

The employee shall be required to charge against vacation leave any additional

hours that may be required where an employee has reported illness but does not have sufficient sick leave. The employee shall not have the option to take leave without pay in order to reserve available vacation leave. Leave without pay shall be permitted only in cases where all leave has been exhausted, or the employee is on paid suspension for disciplinary purposes, or on authorized leave of absence.

Sick and vacation leave accrual and all other benefits shall be suspended during any period of leave without pay unless otherwise permitted under the provisions of this policy. The City Manager must approve any exceptions to this policy.

**8.20 Credit for Unused Sick Time**

Regular Full-Time employees who do not use any sick leave in an anniversary year shall be credited with one (1) additional personal holiday for the following fiscal year.

**8.21 Sick Leave Donation**

1. Sick leave may be contributed from one employee to another for illness, injury, exposure to contagious disease, or routine medical or dental appointments which cannot reasonably be scheduled outside of working hours.
2. Sick leave may not be transferred from one employee to another within (fourteen) 14 days of notice of termination of employment with the city.
3. Employees must have over 80 hours in their sick-leave bank to be eligible to transfer hours to another employee, and employees must have a balance of 80 hours left in their sick leave after the transfer.
4. The Human Resources Department will notify all employees when a request is made for Sick Leave and will provide the donation form.
5. The donations will not be processed until the eligible employee has used all hours of their accumulated leave. The employee will only be given the hours for each payroll period as needed. Hours donated from other employees must be used when donated and may not be accumulated for future use. Donation hours will be deducted in equal amounts as needed. Only one request for donations is allowed per occurrence.

**8.22 Exempt Staff Leave**

The City Manager, Department Heads, and other executive, administrative, and professional personnel, as defined by the Fair Labor Standards Act, are excluded from the provisions of the City's overtime policies as exempt personnel and are

expected to work whatever hours are necessary to accomplish required duties, tasks, and responsibilities.

Exempt employees are not required to clock in and out for their work shifts. Instead, exempt employees' time will be reported on an exception basis. This means that they will only be required to submit documentation for work time missed (i.e. sick leave, vacation time, personal day, jury duty, etc.) through the time off request feature in the timekeeping software or in the form of a Leave Request Form.

Exempt personnel shall receive 40 hours of exempt leave each anniversary year, and such leave may be used pursuant to the following terms and conditions:

- A. The taking of such exempt leave must be authorized in advance by the appropriate department or division head.
- B. Unused, exempt leave may not be carried over from one (1) anniversary year to the next.
- C. Balances of exempt leave shall not be paid upon termination of employment with the City, or at any time.
- D. Exempt leave must be taken in a minimum of one (1) hour increments.
- E. For terminating employees, exempt leave may not be used during the final two-week notice period.

A new employee may not take exempt leave until the employee has completed three months of employment.

### **8.23 Bereavement Leave**

Regular Full-Time and Regular Part-Time employees may receive up to three (3) workdays per calendar year in cases of the death of a member of the employee's immediate family. For these purposes, "immediate family" shall mean the employee's spouse, child, brother, sister, mother, father, grandparents, grandchildren, stepparents, great grandparents, uncles, aunts, cousins, nephews, nieces, great-grandchildren and shall include the spouse's immediate family. A legal guardian may be considered as immediate family.

In order to establish eligibility for bereavement leave, the employee shall be required to disclose the relationship of the deceased person to the Department Head. The supervisor may require the employee to provide proof of death, such as an obituary notice.

The employee's supervisor will approve the appropriate amount of time off for

bereavement, but it shall not exceed three (3) workdays. No more than three (3) working days may be used for bereavement leave within a calendar year. In the event of another qualifying death and the employee's bereavement leave days have been utilized, he may use accrued leave, including vacation, sick leave and/or comp time. If there is no balance in an employee's accrued leave, the employee will be required to take leave without pay if no leave is available.

An employee not otherwise meeting the qualifications under this provision may claim the absence against available sick or vacation leave. The employee would otherwise be required to take leave without pay if no leave is available. Bereavement leave with pay does not accrue or carry over to the next calendar year.

If a bereavement request is denied by a Supervisor, the employee may appeal that decision to the City Manager.

### **8.24 Flextime Policy**

The City recognizes employees are most productive when they are able to successfully achieve a balance in their personal and professional lives and that one way to achieve this is to promote a program of flexible or alternate work scheduling. A flexible or alternate work schedule program has been developed to promote such productivity. Dependent upon the needs of the City and the employee, employees may be permitted or required to work an alternate schedule. This policy does not supersede the Department Head and Supervisors' authority to set employee schedules to meet budgetary limitations and/or changes in service levels and operational needs.

#### **A. Parameters**

Flextime is allowed as long as departmental staffing levels are sufficient to maintain appropriate customer service levels. All flextime options are at the discretion of the employee's immediate supervisor and must be approved prior to beginning any alternative work schedule.

#### **B. Definitions**

- 1. Flextime Work Schedule** - Permits flexibility in arrival and departure times. The time or hours are selected by the supervisor and the employee to complete a full work week of forty (40) hours.
  
- 2. Occasional Flex** – If the employee works late one evening, he or she may request or be required to come in late one morning or leave early one afternoon in the same workweek. This option also gives the employee the opportunity to take a

short lunch period, or no lunch period, in order to leave early or come in late. This option must be approved by the immediate supervisor and scheduled in advance when possible.

- 3. **Seasonal Flex** – This option may be used in any department to handle peak summer workloads and/or extreme heat. For example, the Water, Wastewater, and Street Departments could implement an altered work schedule during the summer months of 7:00 a.m. through 3:30 p.m. with a half-hour lunch. Seasonal flex schedules must be approved by the immediate supervisor. They must also be scheduled in advance of implementation and announced to all City personnel.
- 4. **Special Flex** – Under special circumstances, the City Manager may approve Special Flex for employees based upon out of the ordinary circumstances. Special Flex will be posted to an accrual balance for each employee and must be taken within sixty (60) days of the date it was earned.

**C. Exceptions**

Police and fire personnel have written guidelines addressing uniformed and sworn personnel's work schedules. This policy is not intended to supersede any written guidelines pertaining to such schedules within that department.

**D. Authority**

The Department Head shall have the authority to approve or deny employee requests to participate in the program on an individual, work unit, division or departmental basis. The Department Head shall also have the authority to require participation in the program on an individual, work unit, division or departmental basis. The Department Head shall have the authority to schedule and determine which employees shall have which days off and to amend, modify, or revoke that schedule as appropriate or necessary.

**E. Participation**

Participation in the program is available only to those who are deemed eligible by the Department Head. An employee may not appeal or grieve the denial or revocation of a schedule or participation in the program by a Department Head, and an employee who requested participation in the program or his immediate supervisor may terminate participation in this program at any time.



Management has the right to remove an employee from the program if the employee's performance declines, if the program fails to benefit the City's needs, or for policy violations. An opportunity to request participation in the program is offered only with the understanding that it is the responsibility of the employee to meet and adhere to all components and requirements, to include, but not limited to the following:

1. Employee understands that he is obligated to comply with all City rules, policies, practices, instructions, which apply to his job and any other specified agreements.
2. Employee agrees that all tasks, duties, obligations, responsibilities, and conditions of employment shall not be changed by reason of participation in the Program.
3. Employee who participates shall continue to accrue leave benefits.

#### **F. Participant Selection Criteria**

Any employee requesting to participate in the program with an identified, documented performance problem shall not be selected to participate in the program. Supervisors will assess each request on a case-by-case basis, and will consider the following factors to determine if the employee shall be selected to participate:

1. The ability of the employee to work independently and effectively with little or minimal supervision.
2. Positive or negative effects of the flexible work schedule on the fulfillment of the employee's responsibilities; customer service; the remainder of the department, division, or office; working with contractors or clients; additional costs or savings to be incurred or realized.
3. Employee must have completed six (6) months of employment with the City and be a Regular Full-Time employee.
4. The employee's need for flexibility in work scheduling.
5. Consideration of the employee's performance indicators; within the last year, including, but not limited to, punctuality, attendance and quality and quantity of work performed.
6. Consideration of the impact on the office, counter assistance, telephone coverage, attendance at meetings, workload, City Commission, board and commission deadlines, project deadlines and any other factors that contribute to the City's goal of providing the highest level of customer service.

- 7. Consideration of other relevant factors that may affect the effective and efficient operation of the City, i.e., knowledge requirements, contact requirements, reference material requirements, travel requirements, and information security requirements.

**G. Request to Participate**

Any employee wishing to participate in either fixed or seasonal flextime must fill out the Request of Alternate Work Schedule Form. For those wishing to participate in the program for two weeks or less, the form must be submitted to the immediate supervisor at least five working days in advance for approval. The supervisor will then grant his approval or denial at least three working days in advance of the requested effective date. For requests longer than two weeks, the request form must be submitted to the supervisor at least ten working days before the effective date of the work schedule change, and the supervisor will grant approval or denial at least five working days in advance of the requested effective date. Occasional flextime does not require the Request of Alternate Work Schedule Form but does need to be verbally approved by the immediate supervisor as early in advance as possible.

**H. Work Tasks**

The employee shall meet with the supervisor to receive assignments and to review completed work as necessary or appropriate. Further, the employee shall also complete all assigned work according to work procedures mutually agreed upon by the employee and the immediate supervisor.

**I. Exempt Employees**

Exempt employees are expected to work whatever hours are necessary to accomplish required duties, tasks, and responsibilities. This often requires in excess of eight hours per day. To provide for employees to be more productive and to successfully achieve a balance in their personal and professional lives, a flexible work schedule will be permitted. The ability to flex one's work schedule is dependent upon the employee's workload and the impact on the City. The flexible work schedule opportunities do not affect the Exempt Leave benefit.

The exempt employee's alternate work schedule provisions are as follows:

1. When an exempt employee physically works in excess of 8 hours a day, he may use those excess hours to flex his work hours within the same pay period. Hours may not carry over from one pay period to the next.
2. No more than eight (8) consecutive hours shall be flexed in any given pay period.
3. If additional leave is needed within a pay period, the employee shall use his accrued leave.
4. Such flextime work schedule changes shall be authorized in advance by the immediate supervisor.

**J. Enforcement**

This policy will be enforced by all supervisory and management personnel. Employees who violate or abuse this policy will be subject to disciplinary action, up to and including termination. If employees have questions regarding flex time (as defined by this policy) they should consult their supervisor. Unresolved issues between employees and management concerning flextime will be addressed by Human Resources.

**8.25 Military Training Leave**

**A. Eligibility**

An employee who is a member of the National Guard or reserves of the United States armed forces shall, upon notification to the Department Head and submission of appropriate documentation, be granted leave for a period required to perform active duty for training.

**B. Definition**

Active duty for training means to be engaged in short periods of authorized military training such as cruises, training schools, weekly or weekend drills, and other similar activities.

**C. Length of Leave**

In accordance with Section 437.202, Texas Government Code, an employee engaged in authorized military training or duties will receive pay and accrue benefits as if the employee were on the job, for up to one (1) month in any one year.

**8.26 Military Active Duty Leave**

**A. Eligibility**

An employee who leaves a position with the City for the purpose of entering any branch of the United States armed forces, including a reserve component, for extended active duty, shall be placed in military active-duty status and granted leave without pay. The employee should give a Supervisor advance notice of the employee's intent and, for reemployment purposes, submit a copy of the orders for inclusion in the employee's personnel record.

**B. Use of Military Leave and Vacation Leave**

While serving on military active duty as a member of a reserve component of the armed forces, an employee may elect to use military training leave and any accrued vacation leave, or similar leave accrued before the commencement of such service.

**C. Length of Active Duty**

In accordance with Section 4312, Title 38, United States Code, an employee may serve a total of five years on active duty in the armed forces as a member of a reserve component and still be eligible for reemployment. An employee's right to reemployment is not protected for periods of military active duty longer than five years.

**D. Reemployment**

A regular employee who returns from active duty as a member of the armed forces of the United States is entitled to reemployment in the position the employee would have been employed if continuous employment with the City had not been interrupted by military service; or in the same position held upon entrance to active duty; or in a position of comparable seniority, status and pay, if the employee:

1. is physically and mentally qualified to perform the duties of the position;
2. was discharged, separated, or released from military active duty under honorable or general conditions;
3. has not been on military active duty leave for more than five years; and
4. makes written application for reemployment within 90 days after discharge, separation, or release from military active duty and presents evidence of the discharge, separation, or release from military active duty.

**E. Leave for Military Physical Exam**

An employee called for a military preinduction physical examination will be allowed a reasonable time with pay, including travel time, to take the examination.

**F. Credit for Military Service**

Upon reemployment with the City following military active duty, an employee will be allowed full credit for time spent in the military service for the purpose of computing eligibility for vacation and sick leave. The employee will be entitled to all seniority, rights and benefits that the employee would have attained had the employee remained continuously employed with the City.

**8.27 FMLA Leave**

**A. Federal Law**

FMLA leave is provided in compliance with the Family and Medical Leave Act of 1993. When questions arise concerning FMLA leave that are not answered in this section, the Department Head or Human Resources Department should refer to federal regulations, 29 C.F.R. Part 825, for additional guidance. These regulations are controlling in any matter on which this policy is silent.

**B. Eligibility and Entitlement**

Any employee who has completed twelve (12) months of employment and at least 1,250 hours of service during the previous twelve (12) month period with the City is entitled to receive Family and Medical Leave during a rolling year for one or more of the reasons listed below:

1. Birth of a child of the employee in order to care for such child (leave must be taken within a twelve (12) month period after birth);
2. Upon the placement of a child with the employee for adoption or foster care (leave must be taken within a twelve (12) month period after placement);
3. To care for the employee's spouse, son, daughter or parent who has a serious health condition;

4. When the employee is unable to perform the essential functions of his position because of a serious health condition.
5. If an immediate family member (spouse, child or parent) is a Reservist or a member of the National Guard and is on active duty or has been notified of a call to active duty in support of a contingency operation and has a qualifying exigency. A qualifying exigency is defined as short-notice deployment, military events and related activities, child care and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities and additional activities where the employer and employee agree to the leave.
6. To care for a family member (spouse, child, parent, or next-of kin) who is a covered service member who is recovering from a serious injury or illness sustained in the line of duty on active duty.

#### **8.28 FMLA Leave Provisions**

The provisions for using Family and Medical Leave for 1 through 6 listed above are as follows:

- A. An employee who has no accrued paid leave must receive unpaid family and medical leave up to twelve (12) weeks during a rolling twelve month period; twenty-six (26) weeks if caring for an injured or ill service member recovering from a serious injury or illness sustained in the line of duty on active duty. All of the twenty-six weeks of leave which are available to care for an injured or ill service member must be taken during a single twelve month period.;
- B. An employee who has less than their eligible FMLA weeks, in accrued paid leave must first use the accrued paid leave towards their FMLA weeks; thereafter, the remaining balance of their FMLA weeks shall be unpaid family and medical leave;
- C. An employee, who has more than their eligible FMLA weeks in accrued paid leave, must substitute accrued leave for unpaid FMLA leave. Upon expiration of FMLA leave, the employee may use the accrued paid leave over and beyond, their eligible FMLA weeks, if necessary, for family and medical leave causes, only upon review by the Human Resources Department and approval by the City Manager; and
- D. Family and Medical Leave may be paid or unpaid.

**8.29 FMLA Leave – Reasonable Accommodations**

After completion of twelve (12) or twenty-six (26) weeks of leave under the Family and Medical Leave Act, the employee shall be restored to the same position or to an equivalent position involving the same or substantially similar duties and responsibilities. An employee will be restored to the same worksite or to a geographically proximate worksite. The employee is also entitled to return to the same shift or an equivalent schedule. If an employee is unable to perform the duties of his assigned position, reasonable accommodations may be made by the City to provide for the employee to perform such duties. If reasonable accommodations cannot be made and the employee is unable to perform the essential duties of his assigned position, he may be terminated.

**8.30 FMLA – Supervisor Notice to Human Resources**

A Supervisor shall be responsible for notifying the Human Resources Department immediately when an employee is away from work for a Family and Medical Leave qualifying event (if Family and Medical Leave has not been approved), even if the employee is utilizing paid vacation, sick or other types of leave or is out due to a work related injury. A Supervisor shall also be responsible for notifying the Human Resources Department when an employee is absent due to illness for three (3) consecutive work days, so the time may be evaluated for Family and Medical Leave status.

**8.31 FMLA – Other Provisions**

- A. When Family and Medical Leave is foreseeable, an employee must provide at least thirty (30) days advance written notice. When the need for Family and Medical Leave is unforeseeable, as much notice as is practicable should be given. A form requesting Family and Medical Leave is available in the Human Resources Department. If it is determined that the need for Family and Medical Leave was foreseeable, the leave can be delayed until at least thirty (30) days after the date that the employee provides notice to the City. In the absence of unusual circumstances, nothing herein excuses an employee from complying with the requirement to notify his/her immediate supervisor of an absence as required by Section 15.05.A.2. of the PARM.
  
- B. **Medical Certification:** The City may require medical certification from a health care provider to support a claim for leave to care for a seriously ill child, spouse or parent, or for the employee's own serious health condition. Medical certifications must be returned to the Human Resources Department within fifteen (15) working days. Recertification may also be required on a monthly basis. For leave

to care for a seriously ill child, spouse, or parent, the certification must include an estimate of the amount of time the employee is needed to provide care. For the employee's own serious health condition, the certification must include a statement that the employee is unable to perform the essential functions of his/her position. Upon returning to work after leave for his/her own illness, an employee is required to provide a fitness for duty certification which addresses the employee's ability to perform the essential functions of the employee's job.

If the City determines that a certification provided is incomplete or insufficient, the City will provide the employee with seven calendar days to cure any deficiency. When leave is requested due to a serious health condition affecting the employee or the employee's spouse, child or parent or for leave requested to care for an injured or ill service member and the deficiency is not cured, the City has the right to either deny FMLA leave or contact the health care provider for purposes of clarification and authentication of the medical certification. Any contact with a health care provider will be made only by a health care provider, the Human Resources Department or the City Manager and, when necessary, upon receipt of a HIPAA authorization provided by the employee. If an employee refuses to provide a HIPAA authorization when necessary and does not otherwise clarify the certification, the City may deny FMLA leave.

If the validity of a certification is questioned, the City may require that a second opinion be obtained. If the first and second opinions differ, the City may require a third opinion be obtained. The employee and the City must agree upon a health care provider for the third opinion and this opinion shall be binding on both parties. The City shall bear the expense of second and third opinions.

- C. Service Member Certification:** An employee requesting leave to care for an injured or ill service member must provide certification of the need for leave from the service member's health care provider. Invitational Travel Orders or Invitational Travel Authorizations issued to the employee to join an injured or ill service member at his or her bedside may be provided in lieu of this certification for the duration of time specified in the orders or authorizations. Employees seeking leave for a qualifying exigency arising out of the fact that the employee's spouse, child, or parent is on active duty, or has been notified of an impending call to active duty status, in support of a contingency operation must also provide a certification of the need for leave to the Human Resources Department.
- D.** This policy does not affect the accrual or usage of leave provisions (i.e., vacation, sick, compensatory or exempt leave, or holiday).



- E.** An employee shall continue to receive health insurance benefits during Family and Medical Leave. The City shall continue paying its portion and the employee shall continue to pay his portion of health insurance benefits.
- F.** Family and Medical Leave may be delayed or denied due to the failure of an employee to adhere to these Regulations.
- G.** Within five business days of receipt of notice from an employee requesting paid or unpaid leave, the Human Resource Department shall notify the employee of the employee's eligibility to take FMLA leave and the employee's rights and responsibilities for taking FMLA leave. This written information must be provided to the employee in a language in which the employee is literate.
- H.** Within five business days of receipt of enough information to determine whether the leave is being taken for an FMLA-qualifying reason, the City must notify the employee whether the leave will be designated and counted as FMLA leave.
- I.** When medically necessary, an employee may take Family and Medical Leave on an intermittent basis or work a reduced schedule. Leave taken due to a qualifying exigency may also be taken on an intermittent or reduced leave schedule. Arrangements should be made with the employee's immediate supervisor so that the operations of the department are not unduly disrupted. An employee taking intermittent leave or leave on a reduced schedule may be temporarily assigned to an alternative position with equivalent pay and benefits if it better accommodates the needs of the department.

### **8.32 Leave of Absence without Pay or Inactive Status**

- A.** In addition to the paid leaves of absence discussed above and in the FMLA provision, an unpaid leave of absence for a reason acceptable to the City may be granted for up to seven (7) calendar days to Regular Full-Time and Regular 29 Part-Time employees. A request must be made by the employee in writing at least ten (10) days prior to the beginning date of the leave of absence, except in an emergency situation. The Department Head and the Human Resources Department must approve the leave of absence in advance.
- B.** An employee who does not return to work on the first regular working day following the end of the leave of absence period shall be terminated unless he has received an extension before the expiration of the originally approved leave.

**8.33 Administrative Suspension**

When an employee is under investigation for a crime, official misconduct or disciplinary matters, or is awaiting a hearing or trial, he may be suspended with or without pay for the duration of the investigation or proceedings. If the investigation or proceedings clear the employee, he shall be eligible to resume work under such terms and conditions as may be specified by the City Manager or Department Head, which may include compensation of back pay if pay was withheld.

**8.34 Jury Duty and Other Court Leave**

- A. An employee shall be granted paid jury leave when he is summoned for jury duty.
- B. The employee must notify his supervisor upon receiving a summons for which jury leave is requested. A copy of the summons must be submitted to the employee's supervisor and to the Human Resources Department.
- C. All fees paid and expenses reimbursed by the court may be retained by the employee.
- D. Employees shall report to work on any business day or partial day when the jury/court is not in session.

**8.35 Paid Time Off for Voting**

An employee eligible to vote in a national, state, county, or municipal election, shall, when necessary, be allowed sufficient leave with pay to exercise this right. The requested leave must be approved by the Department Head.

**8.36 Other Leave without Pay**

**A. Eligibility**

Leave without pay, other than military leave and FMLA leave, is granted as a matter of administrative discretion. No employee is entitled to leave without pay as a matter of right, but it may be granted to any employee.

**B. When Granted**

The City Manager may grant leave without pay to an employee for the following reasons:

1. To participate in training or education that would result in increased job ability;
2. To recover from illness or disability after FMLA leave has been exhausted or if the employee is not eligible for FMLA leave; or
3. In circumstances described in other parts of these policies.

### **C. Benefits**

Except for military training or active duty leave, benefits shall not accrue while an employee is on leave without pay, when leave exceeds time worked for any month.

### **D. Return from Leave**

When an employee who has been granted leave without pay desires to return before expiration of the leave, the Department Head may require that reasonable notice, not in excess of 15 calendar days, be given. Except for military training or active duty leave, an employee who returns to work after leave without pay which exceeds three months, shall be given an adjusted service or seniority date and an adjusted anniversary date for merit review and vacation leave carry over purposes.

### **E. Revocation of Leave**

A Department Head may revoke leave without pay upon finding evidence that the cause for granting leave without pay was misrepresented or has ceased to exist.

### **F. Recordkeeping**

A Department Head is responsible for submitting to the Human Resources Department accurate records of employees who are on leave without pay (LWOP). The biweekly report shall show absentees who are not entitled to pay.

## **8.37 Absence without Leave**

Unauthorized absence without leave for two (2) or more consecutive working days, or failure to return at the expiration of a leave is considered to be an automatic resignation or job abandonment. An automatic resignation may be rescinded by the Department Head if the employee presents satisfactory reasons for the absence within three (3) days of the date the automatic resignation became effective.

## **8.38 Breastfeeding Support**

- A.** In order to allow employees to take advantage of the many health benefits of breastfeeding, and in compliance with the Fair Labor Standards Act, the City provides reasonable break time for an employee to express breast milk for her nursing child for one (1) year after the child's birth each time such employee has need to express the milk and a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.
- B.** All women who breastfeed their children and who need to express milk during the working day will work with their supervisor and the Human Resources Department to determine how best to accommodate the needs of the mother while still accomplishing the performance of her job.
- C.** Supervisors will allow flexible working arrangements. Women may use their break and lunch time to express milk. Sick or vacation hours may also be used to express milk if needed. Breaks to express milk should not last longer than 30 minutes. If an employee needs to take more than two breaks during the work day to express milk, the employee will need to use personal time (lunch, sick and/or vacation hours).
- D.** The Human Resources Department will work with each nursing mother to determine a private area in which they may express milk. Milk may be placed in City refrigerator so long as it is appropriately marked.

---

## STAFF REPORT

**Meeting**

**Date:** November 1, 2021  
**To:** Chairman and Members of the Planning and Zoning Commission  
**From:** Calvin Chaney, Fire Chief/Code Enforcement  
**Subject:** Request to abandon alley in the 800 block of Walker Street East

**Purpose:**

Public hearing and consider approval of Ordinance 21-13 to authorize the closing, vacating, and abandoning the portion of an alley between lots 5-10 and lots 11-16 of block N of the Breckenridge East Addition; providing for conveyance of said abandoned alley property and authorizing the Mayor to execute all related documents.

**Existing Condition of Property:**

The property in question is the alleyway behind the open lot at 810 E. Walker. The property has been cleared of grass and trees—Raydon construction manicured lot for construction.

**Adjacent Existing Land Uses and Zoning:**

North: Christian Fellowship Church – Zoned R3  
South: US Hwy. 180 – Zoned C1  
East: Valero Minit Mart and residential home, both Zoned C2  
West: Cedar Creek Taxidermy and residential home, both Zoned I1

**Development Review Analysis:**

Tommy Wimberley (Petitioner) is the current owner and is requesting alley closure on behalf of the pending sale to Atwell Group, LLC, which will then develop new construction for Allsup’s. Atwell Group, LLC would like to remove all utilities in the alleyway, including city sewer, Oncor delivery lines, AT&T cable, and Suddenlink Communications. Atwell Group, LLC has contacted all utility providers to petition the removal of their services from the alleyway. Staff has spoken to the Oncor representative, Gordon Drake, to confirm the request about electrical distribution lines being relocated.

**Planning and Zoning Recommendation:**

The Planning and Zoning Commission held their public hearing on October 12, 2021 and recommended approval of the request to vacate the alley at said location with the condition the below conditions:

- Property owner shall have all utilities within said property relocated.
- Property owner will be required to replat the property with additional said property included prior to a building permit being issued.

**CITY OF BRECKENRIDGE, TEXAS  
ORDINANCE NO. 21-13**

**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, CLOSING, VACATING, AND ABANDONING THE PORTION OF AN ALLEY LYING BETWEEN LOTS 5 – 10 AND LOTS 11 – 16 OF BLOCK N OF THE BRECKENRIDGE EAST ADDITION; PROVIDING FOR CONVEYANCE OF SAID ABANDONED ALLEY PROPERTY; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Breckenridge (the “City”) is a home rule municipality operating under its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code;

**WHEREAS**, Section 311.007 of the Texas Transportation Code provides that a home rule municipality may vacate, abandon, and close a street or alley, and Sections 253.001(a) and 272.001 of the Texas Local Government Code provide that a city may convey abandoned street or alley property to the adjacent property owners without complying with notice and bidding requirements;

**WHEREAS**, the City received a request to close, abandon and vacate an alley lying between Lots 5 – 10 and Lots 11 – 16 of Block N of the Breckenridge East Addition (the “Alley Property”) by Wimberley, Inc., the property owner of the property abutting said Alley Property, in order to develop Lots 5 – 15 of Block N as a gas station;

**WHEREAS**, pursuant to Section 2-25 of the Breckenridge Code of Ordinances, the Planning and Zoning Commission has considered this request and has recommended that the City Commission of the City of Breckenridge (the “City Commission”) approve said request; and

**WHEREAS**, the City Commission has considered the recommendation of the Planning and Zoning Commission and has determined that it would be to the public benefit to abandon, vacate, and close the Alley Property, that said land is not needed for public use and therefore constitutes a public charge without a corresponding public benefit, and that the Alley Property should be abandoned, vacated, and closed, and conveyed to the adjacent property owners as hereinafter provided.

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

**SECTION 1. Incorporation of Premises.** The above and foregoing premises are true and correct and are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2. Findings.** After due deliberations, the City Commission has concluded that the adoption of this Ordinance is in the best interest of the City of Breckenridge, Texas and of the public health, safety, and welfare.

**SECTION 3. Alley Abandoned.** The portion of a twenty foot wide alley situated between Lots 5 – 10 and Lots 11 – 16 of Block N of the East Breckenridge Addition, to the City of Breckenridge, Stephens County, Texas, and as depicted in Exhibit "A", attached hereto and incorporated herein by reference, be and the same is closed, vacated, and abandoned.

**SECTION 4. Fair Market Value.** The City Commission finds that the alley was originally dedicated to the public at no cost to the City and any fair market value that the Alley Property may have is offset from the City's release from the obligation to maintain the Alley Property.

**SECTION 5. Extent of Abandonment.** The abandonment, vacation, and closure provided for herein shall extend only to the public right, title, easement, and interest, and shall be construed to extend only to that interest which the City may legally and lawfully abandon, vacate, and close, and may be subject to recorded reversionary interests.

**SECTION 6. Release of Easements.** All public easements and rights-of-way on the Alley Property are hereby released.

**SECTION 7. Conveyance.** The City Secretary is authorized and directed to prepare and record a certified copy of this Ordinance in the Real Property Records of Stephens County, Texas. The City Manager is hereby authorized and directed to convey by Deed Without Warranty, in "As Is" condition, all of the interest of the City in and to the Alley Property, to the property owner abutting said Alley Property.

**SECTION 8. Savings/Repealing Clause.** All ordinances or parts of ordinances in conflict herewith are hereby repealed.

**SECTION 9. Effective Date.** This ordinance shall take effect upon adoption.

**DULY PASSED AND APPROVED** by the City Commission of the City of Breckenridge, Texas, this the 1st day of November, 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Heather Robertson-Caraway, City Secretary

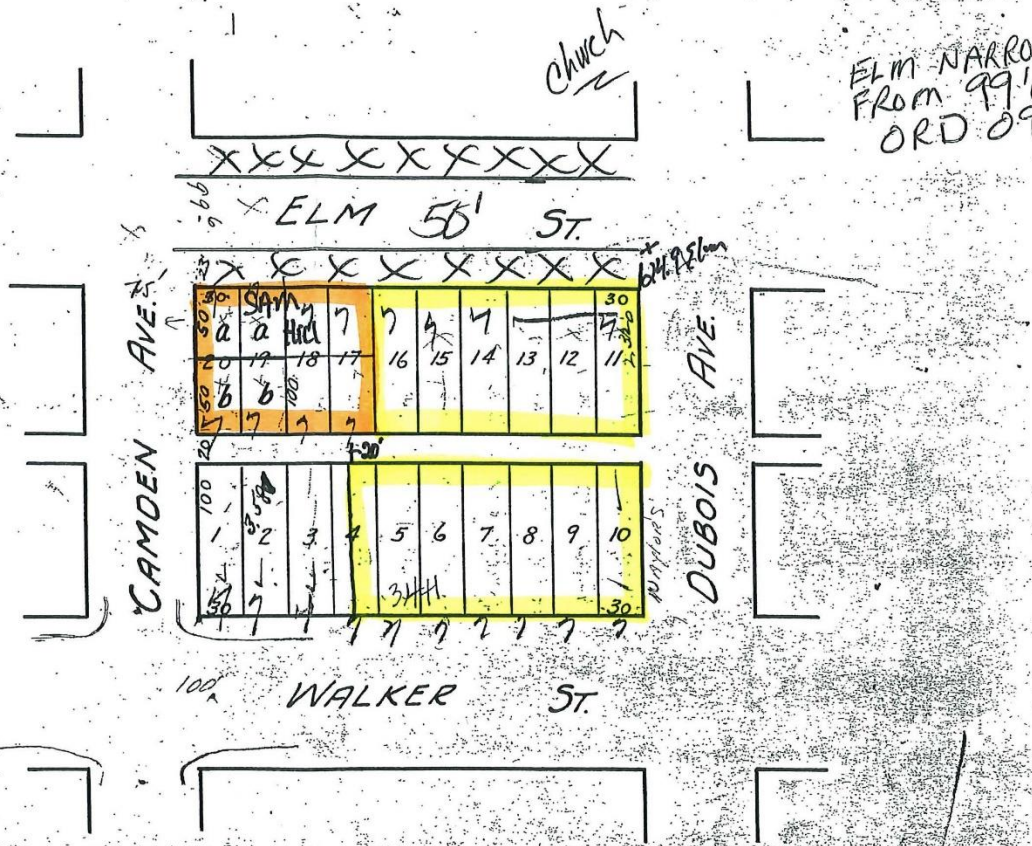
EXHIBIT "A"

Item 2.

ASSESSOR'S BLOCK BOOK

Subdivision or Addition

EAST BRECKENRIDGE





**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER’S LICENSE NUMBER.**

**DEED WITHOUT WARRANTY**

STATE OF TEXAS           §  
  §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF STEPHENS   §

That the CITY OF BRECKENRIDGE, TEXAS, a Texas home-rule municipality whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (hereinafter “Grantor”), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration paid to Grantor by Grantee herein named, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT, SELL, and CONVEY to WIMBERLEY, INC., a domestic for-profit corporation whose mailing address is 400 W. Walker Street, Breckenridge, Texas, 76424 (hereinafter “Grantee”) the following property situated in Stephens County, Texas, to-wit (hereinafter, the “Property”):

Being the portion of a twenty foot wide alley lying between Lots 5 – 10 and Lots 11 – 16 of Block N of the Breckenridge East Addition to the City of Breckenridge, Stephens County, Texas.

THIS CONVEYANCE IS MADE SUBJECT TO all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor; other instruments, other than conveyances of the surface fee estate, that affect the property herein described; and taxes for the year 2021 and subsequent years, which Grantee shall be responsible for.

TO HAVE AND TO HOLD all of Grantor’s rights, title, and interest in and to the Property and premises described above unto the said Grantee, its heirs, successors, and assigns forever, without express or implied warranty. All warranties that might arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

It is specially agreed that Grantee has inspected the property and is aware of its condition and accepts the same “AS IS”. Grantor makes no representations of warranties whatsoever.

***Execution Page Follows***

**CITY OF BRECKENRIDGE, TEXAS**

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

ATTEST:

\_\_\_\_\_  
Heather Robertson-Caraway, City Secretary

**STATE OF TEXAS**                   §  
**COUNTY OF STEPHENS**       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of November 2021, by Erika McComis, as City Manager of the City of Breckenridge, on behalf of said City.

\_\_\_\_\_  
Notary Public, State of Texas



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Action Item

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of a demotlition incentive program to provide a roll-off dumpster to qualified residential property owners.

---

**BACKGROUND INFORMATION:**

The program is designed to incentivize revitalization in a city with aging housing and little available land for new home development. The program will generate increases in the property values within the city. The program will provide one dumpster for each approved property to place the demolition waste in; the estimated cost to the city is \$6xx for each dumpster. The typical demolishment takes approximately 4-5 dumpsters before all debris is removed. Property owners are encouraged to seek further financial assistance from the Economic Development Corporation.

Staff recommends the program be applied to properties with substandard structures. The property owner will need to agree to start construction on a new residential structure within one year of receiving the dumpster, or they will be required to pay the city back their cost for the dumpster. Staff estimated an annual cost of \$21,000 would be needed to fund up to 30 properties.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure: 21,000
- General Ledger Code: 104-5-42-5535
- Proposed Revenue:
- Budget Amendment Required: Yes
- Financial Review Completed by: City Manager

---

**LEGAL REVIEW:**

The City Attorney reviewed this item.

---

**ATTACHMENTS:**

Program Policy and Application

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve a demotlition incentive program to provide a roll-off dumpster to qualified residential property owners funded through the Sanitation Fund not to exceed an annual amount of \$21,000.

**City of Breckenridge, Texas  
Demolition Debris Removal Program  
Application for Assistance**

**Applicant Information**

**Name of Applicant** \_\_\_\_\_  
Mailing Address \_\_\_\_\_  
Phone Number \_\_\_\_\_  
Email Address \_\_\_\_\_

If Owner of Property is an entity, please select type:

Check one:     Corporation     Sole Proprietor     Partnership

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

If corporation, list officers: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Property Information**

Address \_\_\_\_\_  
Legal Description \_\_\_\_\_  
\_\_\_\_\_  
Length of Ownership \_\_\_\_\_

Regarding the dilapidated structure on the Property, please provide the following information:

Approximate age \_\_\_\_\_  
Type of structure \_\_\_\_\_  
Condition of structure \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you behind on payment of ad valorem taxes or utility service accounts related to the Property?

Yes

No

If yes, please explain.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Requested Incentives

*Please Initial*

\_\_\_\_ I would like to demolish the structure(s) on the Property, but do not have the financial resources to do so at this time.

\_\_\_\_ I am requesting that the City provide me with a roll-off dumpster at the Property so I can deposit waste from the demolition of the structure(s).

Is the Applicant requesting incentives or financial assistance from any other source?

- \_\_\_\_ Yes
- \_\_\_\_ No

If yes, please list the sources from which applicant has requested financial assistance or incentives, describe the amount and type of assistance or incentive, and provide the status of said request(s).

---



---



---



---

Has the applicant already obtained a demolition, if required, permit from the City for demolition of the structure(s) on the Property?

- \_\_\_\_ Yes
- \_\_\_\_ No

If no, please explain why a permit has not been obtained.

---



---



---



---

*(Blocks 3, 4, 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, and the south 1/2 of 32, north 1/2 of 29, north 1/2 of 20, north 1/2 of 21, and north 1/2 of 22, original townsite of the City of Breckenridge.)*

### Redevelopment

Please explain your plans for the use of the Property, including a description of the type of structure(s) that will be placed or built on the Property. \_\_\_\_\_

---



---



---



---

### Acceptance and Terms of Agreement

I certify that the information provided in this document is a true representation of facts. I understand that the City of Breckenridge is not obligated to fund any portion of this proposal.

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

**Name (printed):** \_\_\_\_\_

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

**Company:** \_\_\_\_\_

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

**DEMOLITION DEBRIS REMOVAL PROGRAM**  
**City of Breckenridge, Texas**

**AGREEMENT**

This Agreement is hereby made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_ (the “Effective Date”), by and between the City of Breckenridge, Texas, a municipal corporation whose mailing address is 105 N. Rose Avenue, Breckenridge, Texas, 76424 (the “City”), and \_\_\_\_\_, whose mailing address is \_\_\_\_\_ (the “Owner”).

**WHEREAS**, pursuant to Chapter 380 of the Texas Local Government Code, the City established a Chapter 380 Economic Development Program on December 2, 2014 by Resolution No. 14-33, to provide a program to provide various incentives to promote state and local economic development and stimulate business and commercial activity;

**WHEREAS**, the City Commission of the City of Breckenridge (the “City Commission”) finds that the destruction of dilapidated structures within the City and the replacement of those dilapidated structures with new homes or businesses would promote local economic development and stimulate business and commercial activity in the City;

**WHEREAS**, Owner owns property described as \_\_\_\_\_ (the “Property”), which contains a dilapidated structure that Owner wishes to demolish and replace with a new home/business;

**WHEREAS**, Owner has requested financial assistance from the City in the form of the provision of a roll-off dumpster to dispose of the debris from the demolition of the dilapidated structure; and

**WHEREAS**, the City finds that the provision of a roll-off dumpster for demolition debris removal is authorized under the City’s Chapter 380 Economic Development Program.

**NOW, THEREFORE**, in exchange for the mutual covenants contained herein, the City and the Owner agree as follows:

1. **Recitals.** The recitals and provisions recited above are hereby expressly incorporated into, and made a part of the Agreement, as though set out in full.
2. **Incentive Provided by City.** In exchange for the Owner’s performance under Section 3, below, the City agrees to provide a roll-off dumpster to the Property. The roll-off dumpster will be delivered to the Property when available from Republic Services, and will remain on the Property for a period of ten (10) days at a maximum. The roll-off dumpster may only be used for debris from the demolition of the structure(s) on the Property and for no other purpose. The City will arrange for the removal and emptying of the roll-off dumpster within after notification by Owner that Owner no longer needs the roll-off dumpster or by the 10<sup>th</sup> day, whichever comes first. The delivery and removal of the roll-off dumpster shall be at no cost to Owner, provided Owner performs as described in Section 3 and within the time frame established in Section 3.



**3. Performance by Owner.** In exchange for the City’s provision of a roll-off dumpster to the Property, Owner agrees as follows:

- a. The structure(s) on the Property is dilapidated and the Owner voluntarily agrees to demolition the structure(s).
- b. The structure(s) will be demolished at Owner’s sole expense. Owner will place debris from such demolition in the roll-off dumpster provided by the City and shall not place any other debris or waste in the dumpster.
- c. Owner will apply for and obtain a building permit for a new structure on the Property within six (6) months of the Effective Date.
- d. If the Owner does not obtain a building permit for a new structure on the Property within six (6) months of the Effective Date, the Owner shall reimburse the City for the cost of the roll-off dumpster within fifteen (15) days after receiving a demand from the City for the same. The amount to be reimbursed to the City will be the City’s actual cost for the roll-off dumpster, which is estimated to be approximately \$700.

**4. Warranties by Owner.** Owner certifies that Owner is the record title owner of the Property and of the dilapidated structure(s) on the Property. Owner warrants that Owner will not place anything other than demolition debris into the roll-off container provided by the City. Owner warrants that Owner will not place any hazardous materials into the roll-off container provided by the City.

**5. Indemnification.** *Owner does hereby release, indemnify, defend and hold harmless the City and all of its officers, including the Mayor and City Commissioners, its agents and employees, in both their public and private capacities, from and against any and all liability, claims, losses, damages, suits, demands or causes of action, including all expenses, attorney’s fees, witness fees and/or cost of defending any such action or claim, or appeals, therefrom, arising out of, directly or indirectly, Owner’s demolition of the structure(s) on the Property or the use of the roll-off dumpster provided by the City under this Agreement.*

AGREED TO BY OWNER:

APPROVED BY CITY:

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

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

ATTEST:

\_\_\_\_\_  
Heather Robertson-Caraway, City Secretary



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Action Item

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of resolutions authorizing a professional service provider selection for Coronavirus Local Fiscal Recovery Fund Programs through the American Rescue Plan Act of 2021 (ARPA) and authorizing the City Manager to execute necessary documents.

---

**BACKGROUND INFORMATION:**

The City recently received funds through the ARPA program and is recommending the commission approve the use of a grant administrator and engineer to assist with planning, procurement, and execution of projects to be done with the funds.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure: varies depending on project costs
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by:

---

**LEGAL REVIEW:**

The City Manager reviewed this item.

---

**ATTACHMENTS:**

RFQ Packet  
Grant Administrator Response - Public Management  
Engineer Response - Jacob Martin  
Engineer Response - Enprotec/Hibbs & Todd

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve resolutions authorizing a professional service provider selection of \_\_\_\_\_ for Grant Administration and \_\_\_\_\_ for engineering services for funds related to the American Rescue Plan Act of 2021 (ARPA) and authorize the City Manager to execute necessary documents.

## RESOLUTION 21-XX

A RESOLUTION OF CITY OF BRECKENRIDGE, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROGRAMS THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021.

WHEREAS, participation in federal programs requires implementation by professionals experienced in the administration/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Proposals (RFP) process for administration and planning services has been completed in accordance with the federal procurement requirements;

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive providers for each professional service giving consideration to ability to perform successfully under the terms and conditions of the proposed procurement, integrity, compliance with public policy, record of past performance, and financial and technical resources

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That \_\_\_\_\_ is selected to provide application and project-related **administration/project delivery services** for Coronavirus Local Fiscal Recovery Fund program(s).
- Section 2. That a cost-price analysis has been conducted and determined the proposed fee to be appropriate and reasonable based upon program requirements and rules.
- Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON \_\_\_\_\_, 2021.

**APPROVED:**

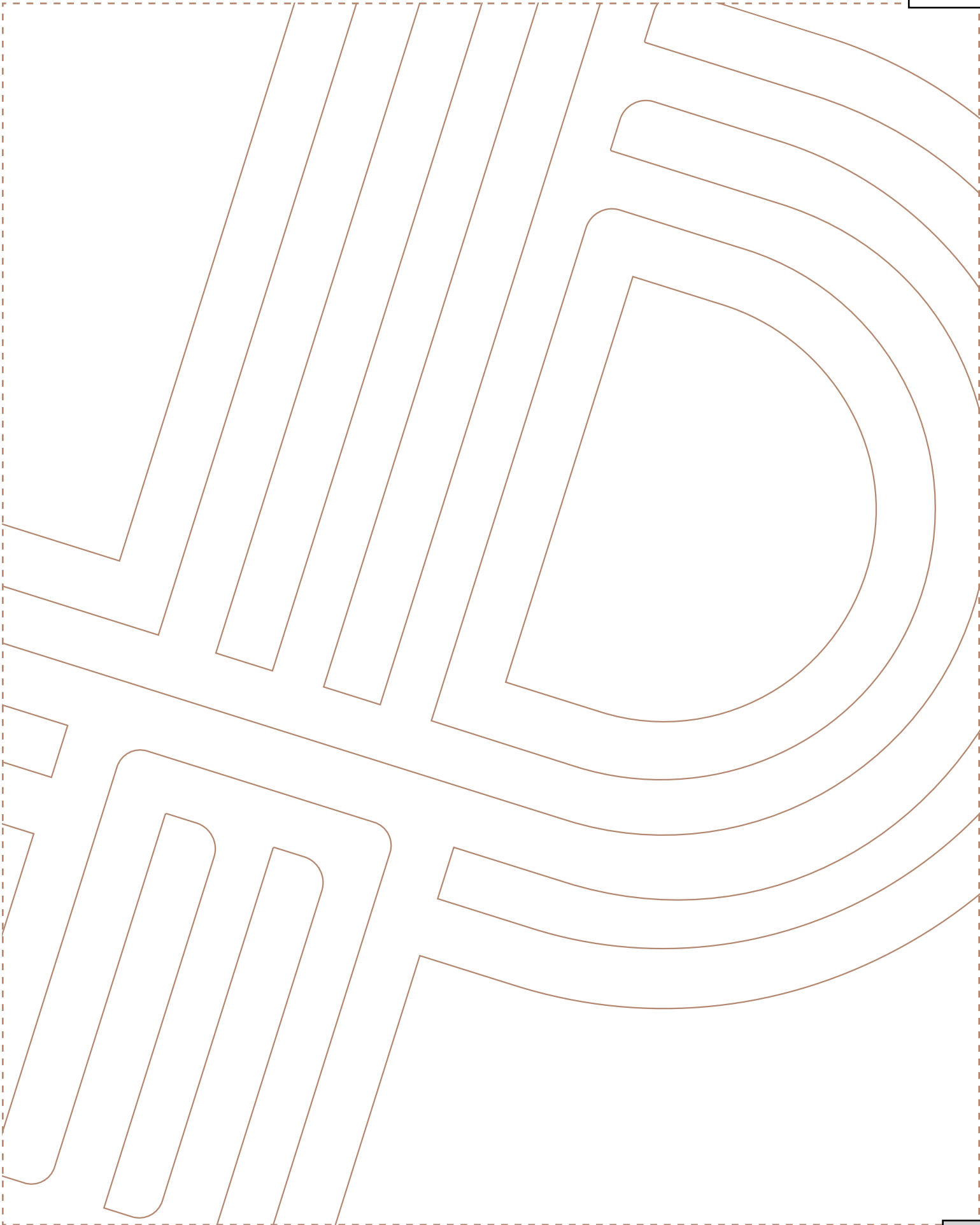
\_\_\_\_\_  
Bob Sims, Mayor

**ATTEST:**

\_\_\_\_\_  
Diane Latham, Assistant City Secretary

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








---

Planning • Financing • Management

October 21, 2021

Heather Robertson-Caraway  
 City Secretary  
 City of Breckenridge  
 105 North Rose Avenue  
 Breckenridge, Texas 76424

RE: City of Breckenridge Professional Administration Services American Rescue Plan (ARP) Act of 2021 Coronavirus Local Fiscal Recovery Fund Request for Proposal (RFP)

Dear Ms. Robertson-Caraway:

We are excited for the opportunity to submit this proposal to the City of Breckenridge for Administration Services associated with the American Rescue Plan. We have assembled a highly qualified team that will be dedicated to identifying, designing, and implementing this funding opportunity for the city.

To date, Public Management, Inc. has guided its clients to over **\$800 million** in community development, economic development, disaster recovery, and planning initiative funding which span multiple state and federal funding sources. ***Since 2014, Public Management, Inc. has assisted the City of Breckenridge in addressing a variety of needs and has secured more than \$500,000 during that time.*** All projects previously administered by Public Management, Inc. were successfully closed-out on time and within budget.

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 nearly forty years. Strategically located in your area, 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 as, detailed in Section V & VI of the included Administrative Services contract (See Contract Tab), for 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

# 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

*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.*

## CHAMPIONS FOR TEXAS TOWNS

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.

Established in 1982, Public Management, Inc. is an employee-owned, private consulting firm operating in the state of Texas. The corporation is a closely held organization managed by the following partners:



**PATRICK K. WILTSHIRE**

President



**NICHOLAS HOUSTON**

Vice President



**KENNETH J. COIGNET**

Vice President



**JAKE MCADAMS**

Regional Project Manager

For nearly 40 years, Public Management, Inc. has assisted many political subdivisions in the state of Texas who find themselves in need of professional planning, management or financial services. These institutions either do not have the qualified staff to administer a special project or they have qualified staff that does not have the time to devote to a special project or issue. Public Management, Inc. seeks to fill that void with a small team of expert individuals and support services.

Public Management, Inc. provides a high level, hands on, responsive approach to meeting the needs of the client. With a staff of highly qualified employees, Public Management, Inc. is uniquely positioned to scale operations to the needs of the client. As a small firm of reliable experts with nimble capabilities, Public Management, Inc. focuses our collective expertise on accomplishing the objectives of the client.

# 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

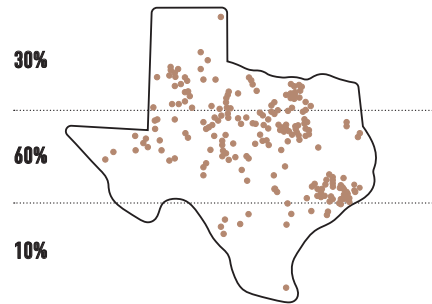
### OVERVIEW

1982 - Present



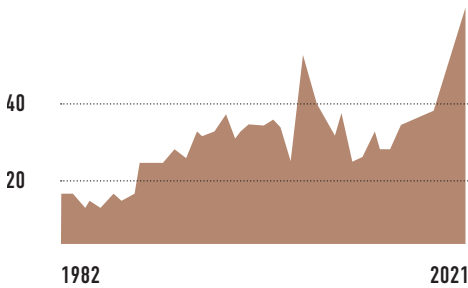
### PROJECTS BY REGION

1982 - Present



### COMMUNITIES IMPACTED

1982 - Present



### CLIENT FUNDING

1982 - Present



### Government Codes

Employer Identification Number: 76-0361938  
Cage Code: 6QDN5  
Duns Number: 945630507  
NAICS: 541611

### Financial Solvency

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

### Litigation History

None

### 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 needs assessment and project development meetings to familiarize all parties with the schedule of the American Rescue Plan, necessary documents, and procedural compliance. These meetings will set the stage for comprehensive understanding of the program and allow the Client to optimize their allocation.

The Team will maintain constant communication to ensure all parties are aware of the project status for successful program development. Once the program is developed and intended uses defined, the Team will evaluate and coordinate program activities in accordance with regulatory compliance measures issued by the United States Department of Treasury.

Upon successful program development, the Team will work with the appropriate personnel and stakeholders to ensure that all review and approval requirements are met so that program implementation is successful. 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.



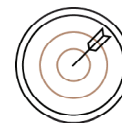
### PLANNING

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.



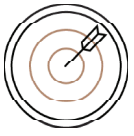
### ECONOMIC DEVELOPMENT

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.



# PROGRAM DESIGN 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.*

## Program Design

The Team will develop the program and assess needs as directed by the Client to leverage funding adherent to the state and federal guidelines. The Team will coordinate all activities with regard to the intended uses and anticipated outcomes.

- 1. SCHEDULE DEVELOPMENT**  
Evaluate funding requirements and develop a timeline. Focus will be given to major development milestones with required deliverables.
- 2. PROGRAM REVIEW**  
Present program details and compliance requirements. Cover anticipated outcomes requirements and critical document development.
- 3. MEETING COORDINATION**  
Facilitate meetings (stakeholders, engineer, staff, etc.) to ensure program and schedule compliance.
- 4. CITIZEN PARTICIPATION**  
Coordinate public meetings and outreach efforts as necessary to create and implement the program. 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 data to determine applicability and advise on the necessity of project area.
- 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. PROGRAM DESIGN & NEEDS IDENTIFICATION**  
Compile finalized program material, including approved budget and project impact detail, and prepare for coordination. Complete electronic records will be maintained for reference.



# ADMINISTRATIVE 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 meetings 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 client 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 document 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 as detailed by the Uniform Relocation 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.

**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 the Clients American Rescue Plan allocation and a typical project timeline from procurement and program design/ needs identification 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.



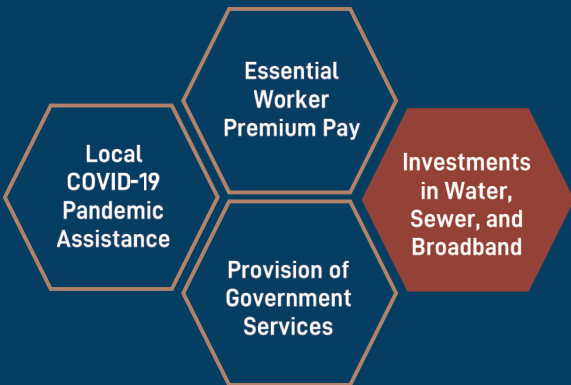
# AMERICAN RESCUE PLAN ACT OF 2021

## Coronavirus Local Fiscal Recovery Fund



President Joe Biden signed the American Rescue Plan of 2021 into law on March 11, 2021. The legislation sends billions of dollars to state and local governments to supplement community efforts to address the COVID-19 Pandemic.

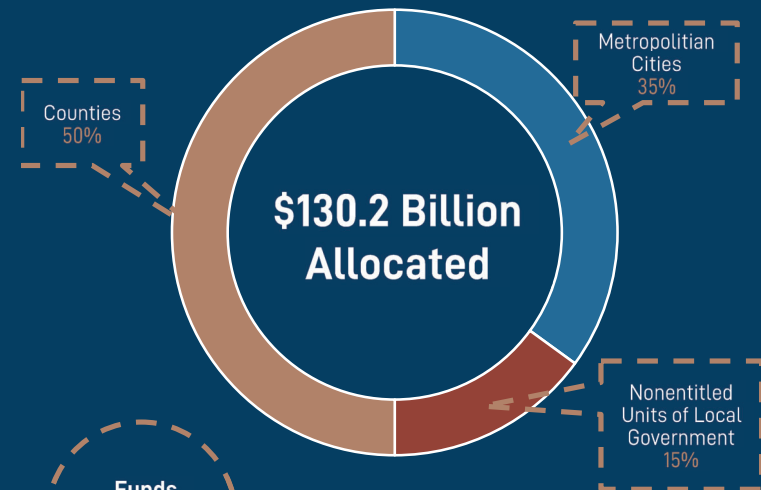
### Potential Allocation Activities



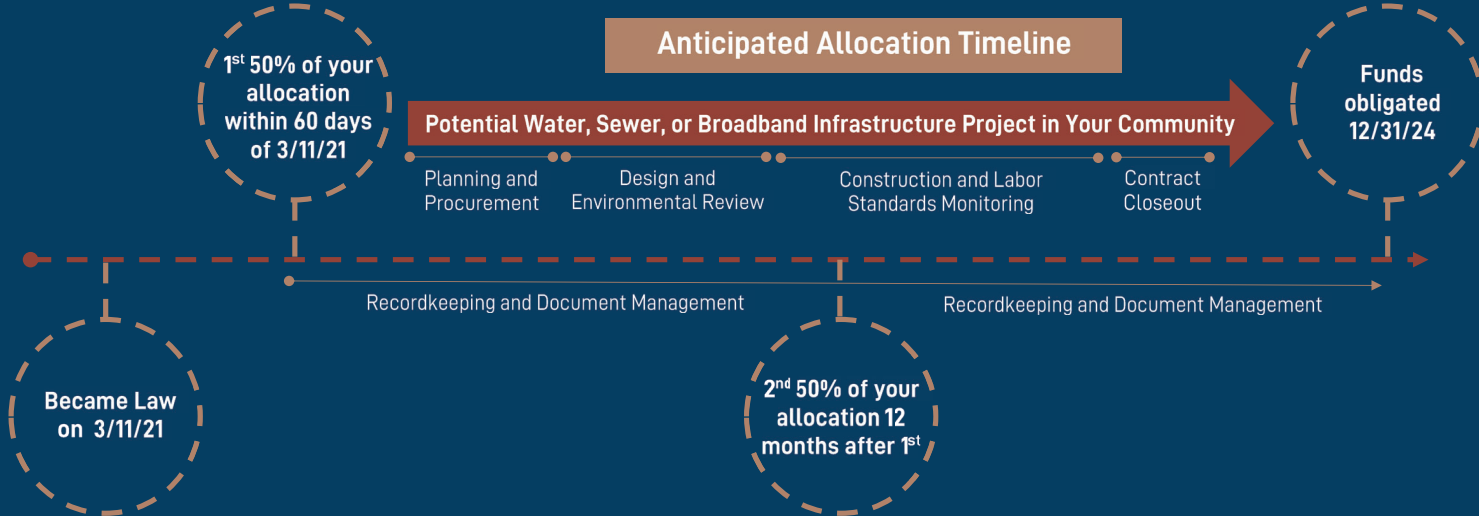
### Estimated Allocation for Breckenridge

# \$1,343,753

### Total Local Government Allocation



### Anticipated Allocation Timeline



### How Public Management can help:

**Planning:** We will help define what's important for your community and strategize achievable goals for your future.

**Management:** Public Management has nearly 40 years of experience managing infrastructure projects for over 200 communities.

**Finance:** We will assist with developing and maintaining records generated by projects financed with ARP allocations.

\*Disclaimer: Processes presented in this graphic have been retrieved from the text of the American Rescue Plan of 2021 and might change as the U.S. Department of Treasury issues more guidance on implementing this legislation.

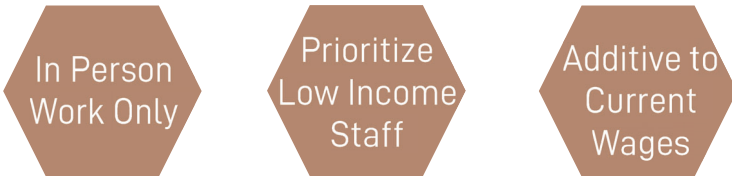
# AMERICAN RESCUE PLAN OF 2021

## Treasury Guidance and Important Dates

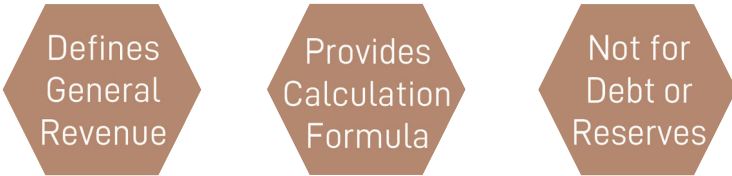
### Local Pandemic Assistance



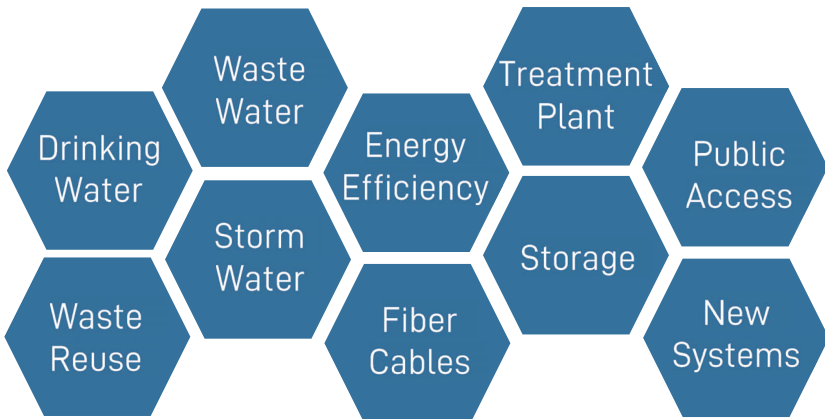
### Essential Worker Premium Pay



### Provision of Government Services



### Water, Sewer, and Broadband



# AMERICAN RESCUE PLAN OF 2021

Item 13.

## Allocation Instruction Guidance

The U.S. Department of the Treasury issued instructions on how non-entitlement units (NEU) of government will receive allocations from the American Rescue Plan



## DOCUMENTS AND INFORMATION NECESSARY FOR REQUESTING YOUR ALLOCATION

### 1. Community Information

- Local Government Name
- Entity's Tax Payer Identification Number
- SAM Registration and DUNS Number
- Address

### 2. Authorized Representative

- Name, Title, Phone Number, Email

### 3. Contact Person

- Name, Title, Phone Number, Email

### 4. Financial Institution Information

- Routing and Account Number
- Financial Institution Name and Contact Information

### 5. Total Community Budget

- Annual total operating budget in effect as of January 27, 2020

### 6. Award Terms and Conditions Agreement

- As provided by the Treasury to be signed

### 7. Assurances of Compliance with Title VI of the Civil Rights Act of 1964

- As provided by the Treasury to be signed

Allocation Cap is 75% of 1/27/2020 Budget

Unclaimed Funds Will be Sent to Other Cities

Civil Rights, Fair Housing, Labor, and 2 CFR 200 Apply

March 11, 2021  
ARPA Became Law

~ June 10, 2021  
NEU Requests 1<sup>st</sup> Tranche

~ June 10, 2022  
NEU Requests 2<sup>nd</sup> Tranche

December 31, 2024  
Fund Obligation Deadline

December 31, 2026  
Performance Period Ends

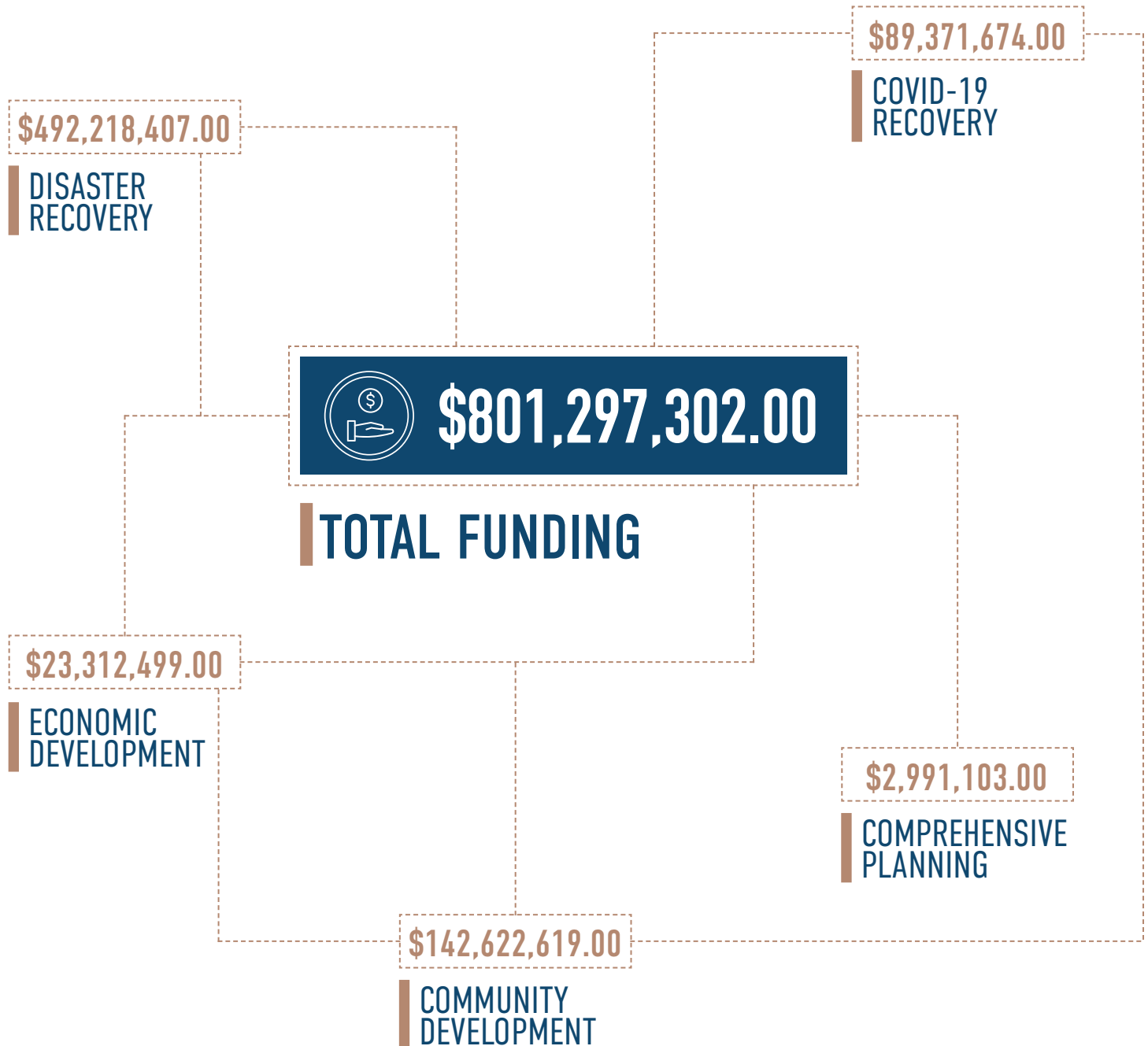
# EXPERIENCE

---

*"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



1982

PERFORMANCE PERIOD

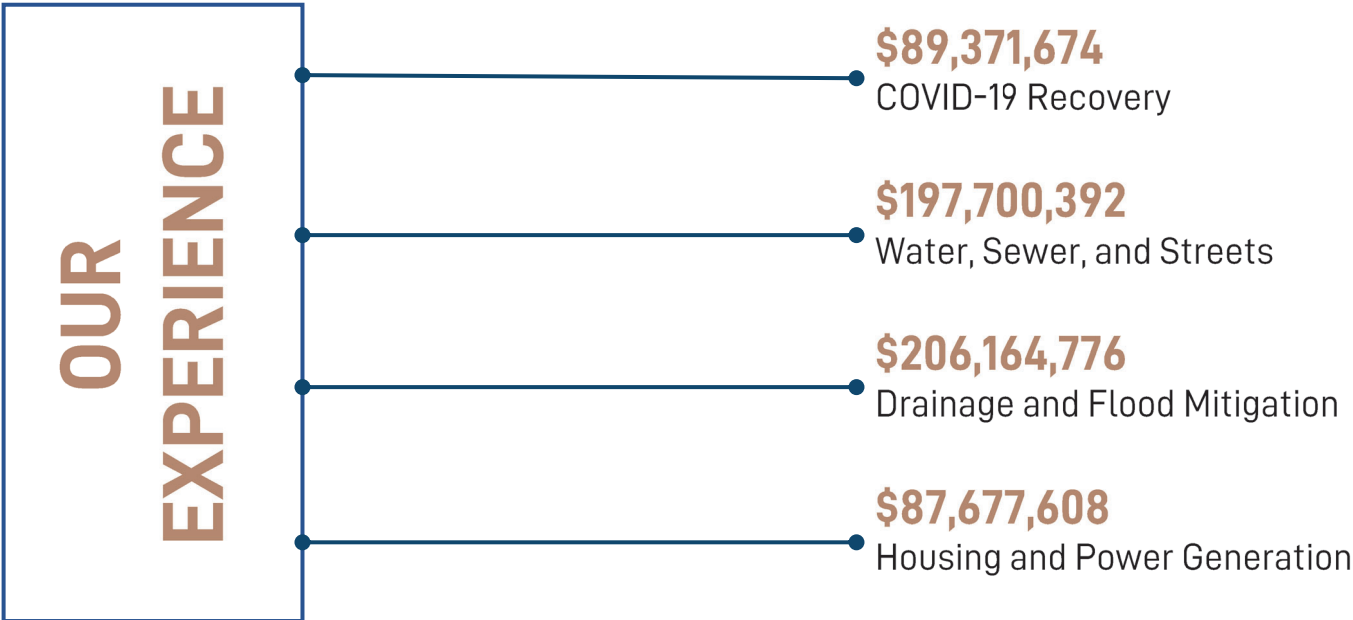
PRESENT

# EXPERIENCE WITH DISASTER RECOVERY

Public Management, Inc. has managed nearly \$600,000,000 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.



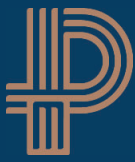
WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND  
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

**OUR  
EXPERIENCE**

**\$132,120,532**  
Water and Sewer Projects

**\$3,387,157**  
Parks and Flood Mitigation

**\$6,424,288**  
Streets and Power Generation



# EXPERIENCE

A

B

C

D

E

F

G

Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Albany	2000-2003	\$ 167,049.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 167,049.00
City of Alma	2016-2019	\$ -	\$ 750,000.00	\$ 21,855.00	\$ -	\$ -	\$ 95,398.00	\$ 867,253.00
City of Ames	1994-Present	\$ 1,618,910.00	\$ -	\$ 63,630.00	\$ -	\$ 927,539.00	\$ -	\$ 2,610,079.00
City of Anahuac	1989-Present	\$ 2,500,000.00	\$ 395,000.00	\$ 58,955.00	\$ 18,850,000.00	\$ 10,884,544.00	\$ -	\$ 32,688,499.00
County of Andrews	1992-1995	\$ 64,796.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,796.00
City of Aspermont	1998-20014	\$ 853,424.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 853,424.00
City of Aubrey	2014-Present	\$ 275,000.00	\$ 450,000.00	\$ -	\$ -	\$ -	\$ -	\$ 725,000.00
City of Ballinger	2013-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Bartlett	2004-2006	\$ -	\$ -	\$ 37,350.00	\$ -	\$ -	\$ -	\$ 37,350.00
City of Baytown	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 73,579,095.00	\$ -	\$ 73,579,095.00
City of Beaumont	2006-Present	\$ -	\$ -	\$ -	\$ -	\$ 62,126,388.00	\$ -	\$ 62,126,388.00
City of Bells	2016-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Benjamin	1997-Present	\$ 501,488.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ 62,937.63	\$ 601,425.63
City of Bevil Oaks	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 3,260,292.00	\$ -	\$ 3,260,292.00
City of Blackwell	1998-2005	\$ 850,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850,000.00
City of Breckenridge	2014-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Brenham	2002-Present	\$ 825,000.00	\$ 375,000.00	\$ -	\$ -	\$ 5,001,643.00	\$ -	\$ 6,201,643.00
City of Bridgeport	1988-1991	\$ -	\$ 463,368.00	\$ -	\$ -	\$ -	\$ -	\$ 463,368.00
City of Brookshire	1996-2015	\$ 950,000.00	\$ -	\$ 63,013.00	\$ -	\$ -	\$ -	\$ 1,013,013.00
City of Brownwood	2019-Present	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ 4,572,890.00	\$ 4,922,890.00
City of Burkburnett	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,792,547.64	\$ 2,792,547.64
City of Caddo Mills	2015-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000.00
City of Campbell	2012-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000.00
City of Celeste	2012-Present	\$ 512,000.00	\$ -	\$ 32,565.00	\$ -	\$ -	\$ -	\$ 544,565.00
City of Celina	1991-2018	\$ 1,926,048.00	\$ 589,000.00	\$ 37,100.00	\$ -	\$ -	\$ -	\$ 2,552,148.00
County of Chambers	1991-Present	\$ 1,400,000.00	\$ 750,000.00	\$ -	\$ -	\$ 54,008,251.00	\$ 8,514,823.00	\$ 64,673,074.00
City of Clarendon	1985-2002	\$ 1,199,758.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,199,758.00
City of Clear Lake Shores	2008-2014	\$ -	\$ -	\$ -	\$ -	\$ 1,971,231.00	\$ -	\$ 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	\$ 2,041,261.00	\$ 16,526,003.00
City of Clute	1989-1994	\$ 376,080.00	\$ -	\$ 126,080.00	\$ -	\$ -	\$ -	\$ 502,160.00
County of Cochran	2020-Present	\$ 502,653.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,653.00
City of Coleman	2015-Present	\$ 275,000.00	\$ 825,000.00	\$ 27,700.00	\$ -	\$ -	\$ 1,059,037.00	\$ 2,186,737.00
City of Colorado City	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 955,710.00	\$ 955,710.00
City of Conroe	1990-Present	\$ 400,000.00	\$ -	\$ 12,000.00	\$ -	\$ 2,559,123.00	\$ 15,844,218.00	\$ 18,815,341.00
County of Cottle	2012-Present	\$ 123,872.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 123,872.00
County of Crosby	2011-2013	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Crystal City	2008-2010	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00
City of Columbus	1985-1987	\$ -	\$ -	\$ 22,400.00	\$ -	\$ -	\$ -	\$ 22,400.00
City of Cuero	1999-2001	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 4,286,994.00	\$ -	\$ 4,336,994.00
City of Daisetta	1985-2016	\$ -	\$ -	\$ 17,400.00	\$ -	\$ 190,314.00	\$ -	\$ 207,714.00
City of Dayton	1983-Present	\$ 1,701,227.00	\$ 1,028,700.00	\$ 12,000.00	\$ -	\$ 3,802,662.00	\$ -	\$ 6,544,589.00
City of Deer Park	2008-2012	\$ -	\$ -	\$ -	\$ -	\$ 2,081,811.00	\$ -	\$ 2,081,811.00
City of Devers	1989-Present	\$ 1,565,600.00	\$ -	\$ 37,350.00	\$ -	\$ 160,679.00	\$ -	\$ 1,763,629.00
City of Dickinson	1995-Present	\$ 1,750,000.00	\$ -	\$ 50,000.00	\$ -	\$ 88,578,772.00	\$ -	\$ 90,378,772.00
City of Donlev	1997-2000	\$ 245,197.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,197.00
City of Easton	2012-2014	\$ -	\$ -	\$ 28,050.00	\$ -	\$ -	\$ -	\$ 28,050.00
City of Eden	1993-Present	\$ 1,604,489.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,604,489.00
City of Edmonson	2015-2018	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of El Campo	1993-Present	\$ 1,627,410.00	\$ -	\$ -	\$ -	\$ 14,840,317.00	\$ 2,859,202.00	\$ 19,326,929.00
City of Eldorado	1987-2010	\$ 1,677,609.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,677,609.00
City of Electra	1999-Present	\$ 1,982,649.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,982,649.00
County of Ellis	2013-2015	\$ 274,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274,500.00
City of Emhouse	2014-2019	\$ 530,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 530,375.00
City of Eustace	2013-Present	\$ 275,000.00	\$ -	\$ 24,265.00	\$ -	\$ -	\$ -	\$ 299,265.00
County of Fischer	2002-2005	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Floydada	1989-2016	\$ 1,973,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,973,460.00
City of Forsan	1997-2000	\$ 254,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,200.00
County of Frio	2009-2011	\$ 250,000.00	\$ -	\$ 52,750.00	\$ -	\$ -	\$ -	\$ 302,750.00
City of Frisco	1989-1991	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Frost	2013-Present	\$ 550,000.00	\$ -	\$ 32,380.00	\$ -	\$ -	\$ -	\$ 582,380.00
County of Gaines	1998-2017	\$ 1,335,243.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,335,243.00
County of Galveston	2014-2016	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Garrett	2017-Present	\$ 775,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 775,000.00
City of Glen Rose	2019-Present	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 668,774.00	\$ 1,168,774.00
City of Gordon	2019-Present	\$ 500,000.00	\$ -	\$ 25,635.00	\$ -	\$ -	\$ -	\$ 525,635.00
City of Goree	2018-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Graford	2016-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000.00





# EXPERIENCE

H  
I  
J  
K  
L  
M  
N  
O

Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Granbury	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,658,743.00	\$ 2,933,743.00
City of Grandview	2013-Present	\$ 1,050,000.00	\$ 725,000.00	\$ 40,965.00	\$ -	\$ -	\$ -	\$ 1,815,965.00
City of Goldthwaite	2017-2019	\$ -	\$ 223,900.00	\$ -	\$ -	\$ -	\$ -	\$ 223,900.00
City of Goliad	2003-2005	\$ -	\$ -	\$ 34,000.00	\$ -	\$ -	\$ -	\$ 34,000.00
City of Gunter	2015-2017	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00
City of Gustine	2017-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
County of Hale	2017-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Hamlin	1996-2018	\$ 735,925.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 735,925.00
City of Hardin	2001-Present	\$ 1,050,000.00	\$ -	\$ 26,370.00	\$ -	\$ 261,229.00	\$ -	\$ 1,337,599.00
County of Hardin	1984-1986	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 250,000.00
County of Haskell	2015-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Hempstead	2007-2009	\$ -	\$ -	\$ 31,800.00	\$ -	\$ -	\$ -	\$ 31,800.00
City of Hico	2013-Present	\$ 825,000.00	\$ 120,000.00	\$ 26,520.00	\$ -	\$ -	\$ -	\$ 971,520.00
City of Higgins	1985-1992	\$ 339,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 339,600.00
City of Holiday	1995-Present	\$ 1,159,345.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,159,345.00
City of Howardwick	1997-2000	\$ 315,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,650.00
City of Howe	2015-2017	\$ 164,045.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,045.00
City of Italy	2013-Present	\$ 890,000.00	\$ -	\$ 38,550.00	\$ -	\$ -	\$ 476,492.00	\$ 1,405,042.00
City of Jonestown	2000-2002	\$ -	\$ -	\$ 23,800.00	\$ -	\$ -	\$ -	\$ 23,800.00
City of Jayton	2002-2005	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Jersey Village	2018-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,792,344.00	\$ -	\$ 1,792,344.00
County of Jones	1981-Present	\$ 800,079.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,079.00
City of Joshua	1998-2004	\$ 500,000.00	\$ -	\$ 23,900.00	\$ -	\$ -	\$ -	\$ 523,900.00
City of Katy	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ 7,394,161.00	\$ -	\$ 7,394,161.00
City of Kemah	1991-Present	\$ 1,750,000.00	\$ 999,185.00	\$ 34,150.00	\$ -	\$ 3,874,980.00	\$ -	\$ 6,658,315.00
City of Kemp	2014-2016	\$ -	\$ -	\$ 29,805.00	\$ -	\$ -	\$ -	\$ 29,805.00
City of Kerens	2013-Present	\$ 721,800.00	\$ -	\$ 29,565.00	\$ -	\$ -	\$ 377,378.00	\$ 1,128,743.00
City of Kermit	1986-2001	\$ 595,169.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 595,169.00
City of Knollwood	2013-Present	\$ 475,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000.00
City of Knox City	1989-2018	\$ 1,605,158.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,605,158.00
City of Kress	1989-1997	\$ 379,343.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 379,343.00
City of Kyle	1999-2001	\$ -	\$ -	\$ 42,400.00	\$ -	\$ -	\$ -	\$ 42,400.00
City of La Marque	1986-Present	\$ 2,817,273.00	\$ 619,990.00	\$ 20,000.00	\$ -	\$ 9,898,001.00	\$ -	\$ 13,355,264.00
City of La Porte	2018-Present	\$ -	\$ -	\$ -	\$ -	\$ 3,798,532.00	\$ -	\$ 3,798,532.00
City of Lamesa	2009-Present	\$ 1,391,540.00	\$ 575,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,966,540.00
City of Lawn	2015-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Liberty	1989-Present	\$ 3,613,235.00	\$ -	\$ 164,170.00	\$ 1,815,000.00	\$ 4,353,962.00	\$ 2,307,878.00	\$ 12,254,245.00
County of Liberty	1987-Present	\$ 2,550,000.00	\$ -	\$ 15,000.00	\$ -	\$ 55,275,713.00	\$ -	\$ 57,840,713.00
City of Lipan	2017-2019	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Loraine	1990-Present	\$ 1,603,093.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -	\$ 1,640,093.00
City of Lorenzo	1991-2014	\$ 1,098,058.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,098,058.00
City of Loving	2009-2011	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Mabank	1999-Present	\$ 1,924,032.00	\$ 550,000.00	\$ 49,785.00	\$ -	\$ -	\$ -	\$ 2,523,817.00
City of Magnolia	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 676,000.00	\$ -	\$ 676,000.00
City of Malakoff	2014-Present	\$ 550,000.00	\$ 250,900.00	\$ -	\$ -	\$ -	\$ -	\$ 800,900.00
City of Mason	1999-Present	\$ 340,040.00	\$ -	\$ 44,500.00	\$ -	\$ -	\$ -	\$ 384,540.00
City of Matador	1982-1988	\$ 402,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 402,020.00
City of Maypearl	1992-Present	\$ 1,546,800.00	\$ -	\$ 35,865.00	\$ -	\$ -	\$ -	\$ 1,582,665.00
City of McCamey	2015-Present	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
County of McCulloch	1998-Present	\$ 1,424,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,424,800.00
City of Meadow	1997-2002	\$ 489,808.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 489,808.00
City of Melissa	2014-2016	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Melvin	1998-Present	\$ 1,415,693.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,415,693.00
City of Merkel	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Mingus	2015-Present	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
City of Montgomery	2003-2013	\$ 700,000.00	\$ 1,075,000.00	\$ -	\$ -	\$ 375,525.00	\$ -	\$ 2,150,525.00
County of Montgomery	1985-1991	\$ 864,505.00	\$ -	\$ 19,200.00	\$ -	\$ -	\$ -	\$ 883,705.00
City of Moran	2009-Present	\$ 525,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,000.00
City of Mulshoe	2000-Present	\$ 1,044,787.00	\$ -	\$ 64,100.00	\$ -	\$ -	\$ -	\$ 1,108,887.00
City of Munday	2015-Present	\$ 275,000.00	\$ -	\$ 39,600.00	\$ -	\$ -	\$ 315,927.00	\$ 630,527.00
City of Nazareth	1990-1994	\$ 413,731.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 413,731.00
City of New Hope	1996-2010	\$ 448,791.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 448,791.00
City of New Waverly	1982-Present	\$ 2,640,989.00	\$ -	\$ 71,295.00	\$ -	\$ 6,771,626.00	\$ -	\$ 9,483,910.00
City of Oak Ridge North	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,465,000.00	\$ -	\$ 1,465,000.00
City of Old River-Winfree	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 2,726,594.00	\$ 363,502.00	\$ 3,090,096.00
City of Olton	1984-Present	\$ 2,619,504.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,619,504.00



# EXPERIENCE

P

R

S

T

V

W

Z

Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Paducah	1984-Present	\$ 1,401,348.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,401,348.00
City of Paint Rock	1997-2017	\$ 2,691,470.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,691,470.00
City of Palmer	2013-Present	\$ 550,000.00	\$ -	\$ 47,265.00	\$ -	\$ -	\$ 526,050.00	\$ 1,123,315.00
City of Panorama Village	2003-2011	\$ -	\$ -	\$ -	\$ -	\$ 736,115.00	\$ -	\$ 736,115.00
County of Parker	2010-2012	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Pasadena	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ 47,278,951.00	\$ 40,199,596.00	\$ 87,478,547.00
City of Pattison	2002-2004	\$ -	\$ -	\$ 15,600.00	\$ -	\$ -	\$ -	\$ 15,600.00
City of Pecos	1981-1983	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00
City of Piney Point Village	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 229,980.00	\$ -	\$ 229,980.00
City of Plains	1987-2017	\$ 2,052,562.00	\$ -	\$ -	\$ -	\$ -	\$ 410,086.00	\$ 2,462,648.00
City of Plum Grove	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,328,659.00	\$ -	\$ 1,328,659.00
City of Post	1993-Present	\$ 935,584.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 935,584.00
City of Prarie View	2008-Present	\$ 1,400,000.00	\$ -	\$ 35,100.00	\$ -	\$ 742,016.00	\$ -	\$ 2,177,116.00
City of Rankin	2002-Present	\$ 1,450,000.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -	\$ 1,487,000.00
City of Reno	2008-Present	\$ 1,550,000.00	\$ -	\$ -	\$ -	\$ 1,962,532.00	\$ 793,906.00	\$ 4,306,438.00
City of Rhome	2010-2013	\$ 50,000.00	\$ 449,500.00	\$ -	\$ -	\$ -	\$ -	\$ 499,500.00
City of Richland	2017-Present	\$ 773,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 773,250.00
City of Rio Vista	2012-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000.00
City of Roby	1996-2016	\$ 946,542.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 946,542.00
City of Rochester	1987-Present	\$ 1,488,068.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,488,068.00
City of Roscoe	1992-Present	\$ 2,491,325.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,491,325.00
City of Rotan	2015-2017	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Rule	1994-Present	\$ 1,203,816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,203,816.00
City of Sadler	2014-2016	\$ 265,000.00	\$ -	\$ 33,105.00	\$ -	\$ -	\$ -	\$ 298,105.00
City of San Saba	2018-Present	\$ 850,000.00	\$ -	\$ 43,380.00	\$ -	\$ -	\$ 784,986.00	\$ 1,678,366.00
County of San Saba	2014-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Santa Anna	2014-Present	\$ 275,000.00	\$ -	\$ 33,555.00	\$ -	\$ -	\$ -	\$ 308,555.00
City of Savoy	2014-Present	\$ 457,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 457,500.00
County of Schleicher	2004-2014	\$ 766,752.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 766,752.00
County of Scurry	1996-1998	\$ 242,319.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,319.00
City of Sealy	2013-Present	\$ 700,000.00	\$ 348,365.00	\$ 24,260.00	\$ -	\$ 2,000,000.00	\$ -	\$ 3,072,625.00
City of Seminole	1984-2012	\$ 3,281,708.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,281,708.00
City of Shenandoah	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 445,667.00	\$ -	\$ 445,667.00
City of Stalon	2016-Present	\$ 275,000.00	\$ 250,000.00	\$ 64,100.00	\$ -	\$ -	\$ -	\$ 589,100.00
City of Sonora	2018-Present	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ 690,332.00	\$ 1,440,332.00
City of Splendora	2003-Present	\$ 1,400,000.00	\$ -	\$ 24,600.00	\$ -	\$ 1,009,200.00	\$ -	\$ 2,433,800.00
City of Springtown	2011-Present	\$ 1,050,000.00	\$ -	\$ 65,305.00	\$ -	\$ -	\$ -	\$ 1,115,305.00
City of Spur	1985-Present	\$ 862,724.00	\$ -	\$ 39,600.00	\$ -	\$ -	\$ -	\$ 902,324.00
City of Stamford	2001-2015	\$ 763,304.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 763,304.00
City of Stephenville	2013-Present	\$ 1,014,420.00	\$ -	\$ -	\$ 17,031,000.00	\$ 2,000,000.00	\$ -	\$ 20,045,420.00
County of Stonewall	2006-2018	\$ 625,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 625,000.00
City of Strawn	2015-Present	\$ 500,000.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -	\$ 537,000.00
City of Sweetwater	2001-2013	\$ 727,293.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,293.00
City of Terrell	1993-Present	\$ 3,756,030.00	\$ 4,894,345.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 8,705,375.00
City of Throckmorton	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Tom Bean	2014-2018	\$ 341,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341,920.00
Trinity Bay Conservation District	1998-Present	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ -	\$ 2,500,000.00
City of Venus	1989-2018	\$ 2,572,528.00	\$ 742,681.00	\$ 26,235.00	\$ 850,000.00	\$ -	\$ -	\$ 4,191,444.00
City of Walker	1983-1985	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
County of Waller	2001-2004	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	\$ 375,000.00
County of Washington	20014-2015	\$ 525,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,000.00
City of West University Place	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 229,980.00	\$ -	\$ 229,980.00
City of Whitewright	2009-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Wickett	2011-Present	\$ 470,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 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	\$ -	\$ 14,013,902.00
City of Windthorst	2002-2004	\$ 122,544.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,544.00
City of Wink	1997-1999	\$ 266,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,460.00
City of Winters	2014-Present	\$ 825,000.00	\$ -	\$ 44,430.00	\$ -	\$ -	\$ -	\$ 869,430.00
County of Wise	2009-2011	\$ 259,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259,000.00
City of Woodbranch Village	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ 249,958.00	\$ -	\$ 249,958.00
County of Zavala	2015-2017	\$ 500,000.00	\$ -	\$ 81,000.00	\$ -	\$ -	\$ -	\$ 581,000.00
<b>Totals</b>	<b>1982-Present</b>	<b>\$ 142,622,619.00</b>	<b>\$ 23,312,499.00</b>	<b>\$ 2,991,103.00</b>	<b>\$ 50,781,000.00</b>	<b>\$ 492,218,407.00</b>	<b>\$ 89,371,674.27</b>	<b>\$ 801,297,302.27</b>

# 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:  
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

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

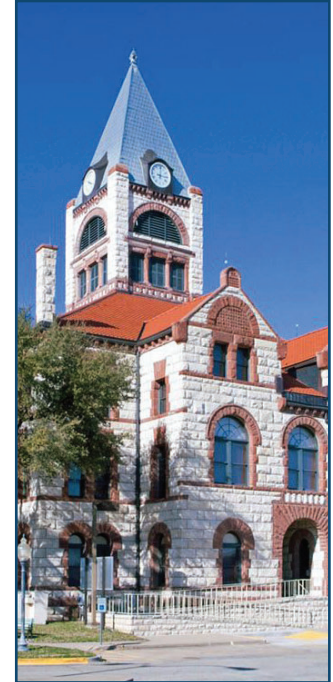
Have maintained a client relationship for more than 40 years

# 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

## 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

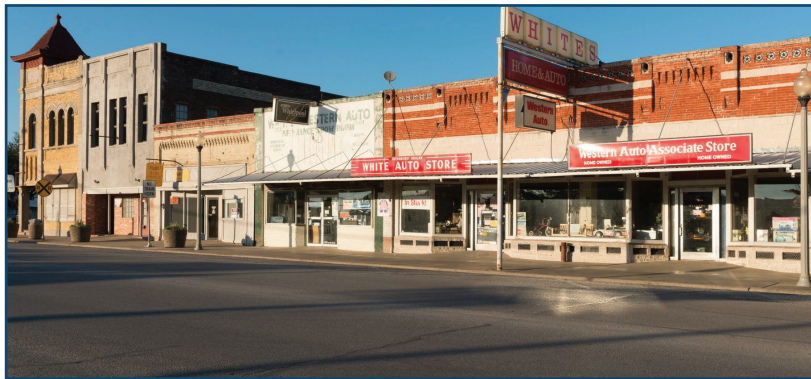
Reconstructed and hardened water and sewer systems to better handle frequent floods

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.



## 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



# 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 Baytown

### Leasa Renteria Lopez

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



## City of Beaumont

### Kyle Hayes

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



## City of Caddo Mills

### Matt McMahon

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



## Chambers County

### Jimmy Silvia

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



## City of Cleveland

### Bobby Pennington

City Manager  
(281) 592-2667  
[bpennington@clevelandtexas.com](mailto:bpennington@clevelandtexas.com)



## City of Conroe

### Tommy Woolley

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



## City of Dickinson

### Kerilyn Bascle

City Secretary  
(281) 337-6235  
[kbascle@ci.dickinson.tx.us](mailto:kbascle@ci.dickinson.tx.us)



## City of El Campo

### Courtney Sladek

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



## City of Garrett

### Don Lewis

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



## City of Granbury

### Chris Coffman

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



## 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

### Ann Barker

City Administrator  
(903) 486-0699  
[abarker@cityofmalakoff.net](mailto:abarker@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  
[abaran@ci.palmer.tx.us](mailto:abaran@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

### Warren Escovy

Assistant City Manager  
(979) 885-1669  
[wescovy@ci.sealy.tx.us](mailto:wescovy@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

### Virginia Ochoa

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

JAN. 2015 - PRESENT  
Public Management, Inc.

#### PRESIDENT & CHIEF EXECUTIVE OFFICER

Supervisory authority over all Company operations including, but not limited to, project assignment and management; personnel policies; daily operational functions and policies; financial operations; business development; and resource allocation. Coordinates short and long range strategic planning which aim to enhance and/or develop, implement, and enforce policies and procedures that will improve the overall operation and effectiveness of the corporation. Cultivates a Client-Based approach to service delivery, addressing the needs of each client in ways that optimize performance and address quality of life needs. Promotes a culture of high performance and continuous improvement that values learning and a commitment to quality.



Led company merger which increased client base by 50%

JAN. 2014 - DEC. 2014  
Public Management, Inc.

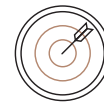
#### CHIEF OPERATIONS OFFICER



Managed or directed over \$200 million project initiatives

DEC. 2009 - DEC. 2013  
Public Management, Inc.

#### PROJECT MANAGER & COMPLIANCE SPECIALIST



Coordinated programmatic improvements to the TXCDBG program

### EDUCATION

AUG. 2007 - DEC. 2009  
Texas A&M University  
Corpus Christi, Texas

#### M.A. PUBLIC ADMINISTRATION

Areas of Concentration: Policy Analysis, Budgeting, Planning

AUG. 2001 - MAY 2006  
Missouri Valley College  
Marshall, Missouri

#### B.A. CRIMINAL JUSTICE & SOCIOLOGY

Areas of Concentration: Sociology, Criminal Justice, & English

### CONTACT



**PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 108  
Houston, TX 77032



**EMAIL**  
pwiltshire@publicmgt.com



**PHONE**  
281-592-0439

# NICHOLAS J. HOUSTON

## VICE PRESIDENT



### EXPERIENCE

JAN. 2016 - PRESENT  
Public Management, Inc.

#### VICE PRESIDENT

Supervisory authority over all financial operations, including but not limited to, financial policies, budget preparation and financial planning and forecasting, retirement and benefits development and implementation, oversees accounts receivable & accounts payable, directs investments and distributions, maintains past and current financial records for reporting, assists and develops audit and tax reporting. Develops financial operational strategies by evaluating trends; establishing critical measurements; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; implementing change. Develops organization prospects by studying economic trends and revenue opportunities; projecting acquisition and expansion prospects; analyzing organization operations.



Over a decade of Project Management experience

NOV. 2006 - DEC. 2015  
Public Management, Inc.

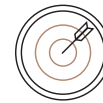
#### PROJECT MANAGER & COMPLIANCE SPECIALIST



Currently oversees more than \$150M Project Initiatives

MAY 2006 - OCT. 2006  
Bridge Capital

#### LOAN ADVISOR



Streamlined company financial operations

### EDUCATION

AUG. 1997 - AUG. 2003  
Sam Houston State Univ.  
Huntsville, Texas

#### B.B.A. FINANCE, MINOR IN MUSIC

Areas of Concentration: Banking & Personal Finance

### CONTACT

 **PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 108  
Houston, TX 77032

 **EMAIL**  
nhouston@publicmgt.com

 **PHONE**  
281-592-0439

# KENNETH J. COIGNET

## VICE PRESIDENT



### EXPERIENCE

JAN. 2015 - PRESENT  
Public Management, Inc.

#### VICE PRESIDENT

Supervisory authority over all company business opportunities, including but not limited to, past, current, and future grant funded programs; past, current, and future clients; new business ventures; and business sustainability practices. The Business Development Director works closely with the CEO & CFO to develop potential business deals by analyzing market strategies, deal requirements, potential and financials. In addition, the Business Development Director develops negotiating strategies and positions by studying integration of new venture with company strategies and operations; examining risks and potentials; estimating partners' needs and goals.



Helped achieve programmatic improvements to planning program

NOV. 1999 - JAN. 2015  
Public Management, Inc.

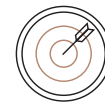
#### PROJECT MANAGER & PLANNER



Managed and directed over 50 comprehensive plans

NOV. 1998 - OCT. 1999  
Public Management, Inc.

#### ASSISTANT PLANNER & HOUSING SPECIALIST



Serves as Business Development Director by identifying and developing business relationships with clients

### EDUCATION

JUNE 1995 - DEC. 2001  
Southwest Texas State Univ.  
San Marcos, Texas

#### M.A. GEOGRAPHY

Areas of Concentration: Land/Area Development and Management

AUG. 1985 - DEC. 1991  
Southwest Texas State Univ.  
San Marcos, Texas

#### B.S. GEOGRAPHY

### CONTACT



#### PUBLIC MANAGEMENT, INC.

P.O. Box 762648  
San Antonio, TX 78245



#### EMAIL

kcoignet@publicmgt.com



#### PHONE

281-592-0439



# JAKE R. MCADAMS

## REGIONAL PROJECT MANAGER



JAN. 2016 - PRESENT  
Public Management, Inc.

### REGIONAL PROJECT MANAGER

Responsible for client relations, business development, and overall project management in the North and West Texas Region. Assists with staff training and development along with the overall implementation of corporate strategies.



Oversees and manages all company operations in North and West Texas

JULY 2015 - DEC. 2020  
Public Management, Inc.

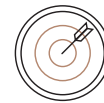
### REGIONAL MANAGER, NORTH/WEST TEXAS



Formally recognized by TDA for outstanding performance in project management

FEB. 2014 - JUNE 2015  
Public Management, Inc.

### PROJECT MANAGER & COMPLIANCE SPECIALIST



Successfully applies for diverse range of funding opportunities

## EDUCATION

MAY 2012 - DEC. 2013  
Stephen F. Austin State Univ.  
Nacogdoches, Texas

### M.A. HISTORY

Areas of Concentration: Public History, Suburban History

AUG. 2008 - MAY 2012  
Stephen F. Austin State Univ.  
Nacogdoches, Texas

### B.A. HISTORY

#### MINOR IN OUTDOOR RECREATION MANAGEMENT

Areas of Concentration: Public History, Activity Management

## CONTACT



### PUBLIC MANAGEMENT, INC.

312 South Morgan Street  
Granbury, TX 76048



### EMAIL

[jmcadams@publicmgt.com](mailto:jmcadams@publicmgt.com)



### PHONE

281-592-0439

# MICHAEL MIGAUD

PROJECT MANAGER



MARCH 2020 - PRESENT  
Public Management, Inc.

### PROJECT MANAGER

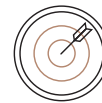
The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.



Assists with administration of projects in Southeast Texas



Compliance Specialist and Special Projects Coordinator



Collects data, organizes, and maintains project files

### EDUCATION

AUG. 2018 - MAY 2020  
Texas A&M University  
College Station, Texas

### MASTER OF PUBLIC ADMINISTRATION

Areas of Concentration: Public Policy Analysis and Analytical Methods

AUG. 2014 - MAY 2018  
Texas A&M University  
College Station, Texas

### B.S. POLITICAL SCIENCE B.A. PHILOSOPHY

### CONTACT



**PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 108  
Houston, TX 77032



**EMAIL**  
mmigaud@publicmgt.com



**PHONE**  
281-592-0439



# JOHN REED

PROJECT MANAGER



JAN. 2020 - PRESENT  
Public Management, Inc.

### PROJECT MANAGER

Responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.



Manages projects surrounding HGAC region

JULY 2019 - DEC. 2019  
Nueces Co. Office of  
Emergency Management

### PROJECT MANAGER & COMPLIANCE SPECIALIST



Provides ongoing feedback for risk management, mitigation, and prevention

NOV. 2011 - MAY 2015  
United States Army

### ALLSOURCE INTELLIGENCE ANALYST



Collects data, organizes, and maintains project files

## EDUCATION

JAN. 2018 - DEC. 2019  
Texas A&M University  
Corpus Christi, Texas

### M.A. PUBLIC ADMINISTRATION

Areas of Concentration: Administration; Program Evaluation

AUG. 2015 - DEC. 2017  
Texas A&M University  
Corpus Christi, Texas

### B.A.S. CRIMINAL JUSTICE

Areas of Concentration: Research Methods, Community Collaboration

## CONTACT

 **PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 108  
Houston, TX 77032

 **EMAIL**  
jreed@publicmgt.com

 **PHONE**  
281-592-0439



# ARON MILLER

## PROJECT MANAGER



### EXPERIENCE

MARCH 2020 - PRESENT  
Public Management, Inc.

#### PROJECT MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential



Assists with administration of projects in Southeast Texas

AUG. 2019 - APRIL 2020  
James D. Jones, Attorney

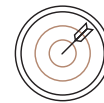
#### LEGAL ADMINISTRATIVE ASSISTANT



Compliance Specialist and Special Projects Coordinator

MAY 2016 - AUG. 2018  
James D. Jones, Attorney

#### LEGAL INTERN I, II, & III



Collects data, organizes, and maintains project files

### EDUCATION

AUG. 2014 - AUG. 2019  
Texas Tech University  
Lubbock, Texas

#### B.A. SOCIOLOGY

### CONTACT

 **PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 108  
Houston, TX 77032

 **EMAIL**  
amiller@publicmgt.com

 **PHONE**  
281-592-0439

# THOMAS QUINTERO

ASSISTANT PROJECT MANAGER AND GIS TECHNICIAN



MARCH 2021 - PRESENT  
Public Management, Inc.

### ASST. PROJECT MANAGER AND GIS TECHNICIAN

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.



Assists with administration of projects in Southeast Texas

AUG. 2020 - MAR. 2021  
City of Detroit

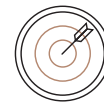
### GIS ANALYST INTERN



Creates revealing and analytically powerful maps

MAY. 2020 - AUG. 2020  
NASA DEVELOP

### GIS ANALYST INTERN



Collects data, organizes, and maintains project files

## EDUCATION

AUG. 2016 - MAY 2020  
University of Texas at Austin  
Austin, Texas

### B.S. GEOLOGY, MINOR IN BUSINESS

## CONTACT

 **PUBLIC MANAGEMENT, INC.**  
15355 Vantage Pkwy. West, Ste. 108  
Houston, TX 77032

 **EMAIL**  
tquintero@publicmgt.com

 **PHONE**  
281-592-0439



# MORGAN VERETTE

## PROJECT MANAGER



AUG. 2018 - PRESENT  
Public Management, Inc.

### PROJECT MANAGER

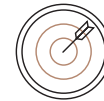
The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.



Manages projects in the West and North Texas region



Compliance Specialist and Special Projects Coordinator



Collects data, organizes and maintains project files

## EDUCATION

AUG. 2014 - DEC. 2017  
Angelo State University  
San Angelo, Texas

### B.A. BUSINESS ADMINISTRATION

Areas of Concentration: Administration, Management

## CONTACT



### PUBLIC MANAGEMENT, INC.

P.O. Box 4161  
Abilene, TX 79608



### EMAIL

mverette@publicmgt.com



### PHONE

281.592.0439

# DALTON AIKEN

## PROJECT MANAGER



MARCH 2020 - PRESENT  
Public Management, Inc.

### PROJECT MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activities. Encourages and develops business with existing and potential clients.



Assists with administration of projects in Southeast Texas

FEB. 2020 - JUNE 2020  
GEODynamics

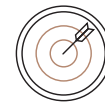
### TESTING OPERATOR



Compliance Specialist and Special Projects Coordinator

JAN. 2019 - FEB. 2020  
Sight Glass Flights

### DRONE OPERATOR & DATA COORDINATOR



Collects data, organizes, and maintains project files

## EDUCATION

AUG. 2013 - MAY 2017  
University of North Texas  
Denton, Texas

### B.S. GEOGRAPHY

## CONTACT

 **PUBLIC MANAGEMENT, INC.**  
312 South Morgan Street  
Granbury, TX 76048

 **EMAIL**  
daiken@publicmgt.com

 **PHONE**  
281-592-0439

# LISETTE M. HOWARD

## PROJECT MANAGER



JAN. 2018 - PRESENT  
Public Management, Inc.

### PROJECT MANAGER

The Project Manager & Environmental Specialist is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Develop environmental review records in accordance with application state and federal regulations as directed by NEPA requirements. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.



Extensive experience performing environmental reviews

DEC. 2006 - DEC. 2017  
A&J Howco Services, Inc.

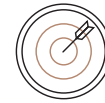
### PROGRAM SPECIALIST



Over a decade of project management experience

JAN. 2007 - MAY 2008  
Sul Ross State University

### HUMAN RESOURCES OFFICE ASSISTANT



Experience in financial management of CDBG/HOME grants

## EDUCATION

JAN. 2004 - DEC. 2006  
University of North Texas  
Denton, Texas

### M.S. KINESIOLOGY

AUG. 1997 - AUG. 2002  
Texas A&M University  
College Station Texas

### B.S. SCIENCE-HEALTH, COMMUNITY HEALTH OPTION

Areas of Concentration: Biomedical Sciences and Social Sciences

## CONTACT



**PUBLIC MANAGEMENT, INC.**  
5100 Eldorado Pkwy., Ste. 102  
McKinney, TX 75070



**EMAIL**  
lhoward@publicmgt.com



**PHONE**  
281.592.0439



# JANET L. TORRES

## PROJECT MANAGER



MARCH 2018 - PRESENT  
Public Management, Inc.

### PROJECT MANAGER

The Project Manager is responsible for preparation of all necessary compliance documentation and management of compliance issues client projects. This includes the collection of data and preparation of reports, forms, and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activates. Encourages and develops business with existing and potential clients.



TXCDBG Certified

AUG. 2012 - FEB. 2018  
A&J Howco Services, Inc.

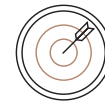
### PROGRAM SPECIALIST



Decades of Management Experience

DEC. 1988 - SEPT. 1993  
Pettis County Division  
of Family Services

### SOCIAL SERVICE WORKER



Labor Standards Specialist

## EDUCATION

SEPT. 2004 - JUNE 2005  
Intl. School of Excellence  
Lubbock, Texas

### M.S. THEOLOGY

SEPT. 1977 - DEC. 1979  
Concordia University  
Seward, Nebraska

### B.A. SOCIAL WORK

## CONTACT



**PUBLIC MANAGEMENT, INC.**  
8207 Hudson Street, Ste. C  
Lubbock, TX 79423



**EMAIL**  
jtorres@publicmgt.com



**PHONE**  
806-797-4299

# A. KAY HOWARD

SENIOR CONSULTANT



MARCH 2018 - PRESENT  
Public Management, Inc.

### SENIOR CONSULTANT

Provide overall guidance on management, planning and financial service elements. Senior Consultants are available to manage projects, attend meetings and interact with clients as directed and implored to do so. Any involvement will contingent upon the needs of staff and the schedule of projects. Their role could be enhanced from time to time to include other duties which would be deemed necessary for overall productivity. Senior Consultants are encouraged to develop business with existing and future clients.



Founded A&J Howco Services, Inc. with over 30 years of business experience

APRIL 1993 - MARCH 2018  
A&J Howco Services, Inc.

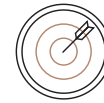
### FOUNDER & PRESIDENT



Merged with Public Management, Inc. in 2018

1981 - 1993  
Gary R. Traylor & Associates

### VICE PRESIDENT & PROJECT MANAGER



Maintains Client Relations in North and West Texas

## EDUCATION

SEPT. 1994 - DEC. 1996  
Texas Tech University  
Lubbock, Texas

### M.A. ACCOUNTING & BUSINESS MANAGEMENT

AUG. 1968 - JUNE 1970  
Oklahoma City Comm. College  
Oklahoma City, Oklahoma

### B.A. ACCOUNTING

## CONTACT

 **PUBLIC MANAGEMENT, INC.**  
8207 Hudson Street, Ste. C  
Lubbock, TX 79423

 **EMAIL**  
kay@publicmgt.com

 **PHONE**  
806-797-4299



# 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**



---

Planning • Financing • Management

October 21, 2021

Heather Robertson-Caraway  
City Secretary  
City of Breckenridge  
105 North Rose Avenue  
Breckenridge, Texas 76424

RE: Letter of Profit Statement & Negotiation

Dear Ms. Robertson-Caraway:

To comply with federal procurement regulations at 2 CFR 200.323, a non-Federal entity (City or County) must 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.

Public Management, Inc.'s proposed fee for Administrative Services, detailed in the following contract is in-line with other established fee schedules by similar federal programs (FMEA, CDBG, etc.). Of this fee, our level of profit for this contract is approximately 10-15%. We believe this profit level is justifiable for several reasons: the extensive work Public Management, Inc. undertakes in preparing project start-up and mapping; the environmental review; complete contract management and coordination with all vendors and contractors; labor standards; financial management; 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 consider our profit and negotiate it separately from our overall contract price, please accept this letter as the attachment to our contract. Acknowledgment of this letter or the execution of our contract is believed to be acceptance of the proposed profit that Public Management, Inc. expects to clear for managing this contract.

Respectfully,

Patrick K. Wiltshire  
President & CEO

This contract ("Contract") is made and entered effective \_\_\_\_\_, 2021 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 **Administration Services** to the Client for **American Rescue Plan – Coronavirus Local Fiscal Recovery Funding, as administered by the United States Treasury**.

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:

#### PROGRAM DESIGN SERVICES:

**Program Design/Needs Identification:** The Team will prepare assist with needs identification and develop program options as directed by the Client adherent to the state and federal 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 program development and needs identification;
- Identify and document stakeholders, interested parties, project beneficiaries and detail program design anticipated impact and outcomes;

#### ADMINISTRATIVE 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 projects 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 (as applicable):** 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. 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.



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 **American Rescue Plan (ARP) Coronavirus Local Fiscal Recovery Fund (CLFR)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed: **Sixty-Five Thousand Dollars and zero cents (\$65,000.00)**.

*The fee will be based on the final project scope. Consultant reserves the right to renegotiate fees based on the additional guidance from the United States Treasury as well the unknown program design or unforeseen project complexities.*

**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 Treasury, 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.

#### 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.

### 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.



# Contract

**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:

\_\_\_\_\_

**Attachment I  
Work Authorization**

For work associated to **City of Breckenridge ARPA-CLFRF Administration**, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

**Sixty-Five Thousand Dollars and 0/100 (\$65,000.00)**

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

<b>ADMINISTRATIVE SERVICES</b>		
<u>SERVICE</u>	<u>PERCENTAGE</u>	<u>TOTAL FEE</u>
Program Development & Administrative Start-up	7.5%	\$4,875.00
Needs Identification & Recovery Plan	7.5%	\$4,875.00
25% of allocated funds expended	20%	\$13,000.00
50% of allocated funds expended	20%	\$13,000.00
75% of allocated funds expended	20%	\$13,000.00
All allocated funds expended	20%	\$13,000.00
Contract Closeout	5%	\$3,250.00
<b>TOTAL FEE</b>	<b>100%</b>	<b>\$65,000.00</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

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

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

ATTEST:  
  
\_\_\_\_\_

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

PUBLIC MANAGEMENT, INC.  
2021 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, 2021. In January, 2022, 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:

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

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

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

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

e) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity" and of the rules, regulations, and relevant orders of the Secretary of Labor.

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

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

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

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

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.

# 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

For vendor doing business with local governmental entity

# FORM CIQ

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

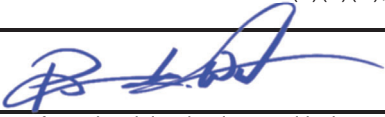
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

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**   
\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

10/21/2021


\_\_\_\_\_  
Date

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved Item 13.  
0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="" type="checkbox"/> a. contract <input 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> <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b> Public Management, Inc. 15355 Vantage Parkway West Suite No. 108 Houston, Texas 77032  Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  U.S. Treasury	<b>7. Federal Program Name/Description:</b>  ARPA-CLFRF  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b>  N/A	<b>9. Award Amount, if known:</b>  \$ Unknown	
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  N/A	<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):	
<b>11.</b> 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 the 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 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.	Signature:  Print Name: Patrick K. Wiltshire Title: President & CEO Telephone No.: 281.592.0439      Date: 10/21/2021	
<b>Federal Use Only:</b>		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: Patrick Middle Name:
* Last Name: Wiltshire	Suffix:
* Title: President and CEO	
* SIGNATURE:	* DATE: 10/21/2021

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

10/21/2021  
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

Certificate Number:  
2021-815449

Date Filed:  
10/21/2021

Date Acknowledged:

**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

**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

**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.**  
American Rescue Plan  
Administrative 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 Court, 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 21 day of October, 2021.  
(month) (year)

Signature of authorized agent of contracting business entity  
(Declarant)





Sort by

Date Modified/Update

Showing 1 - 1 of 1 results

**Public Management, Inc.** ● Active

**DUNS** Unique Entity ID  
**945630507**

**SAM** Unique Entity ID  
**DL1PFHMDM786**

CAGE Code

**6QDN5**

Physical Address

**15355 Vantage Pkwy W Ste 108, Houston, TX 77032 USA**

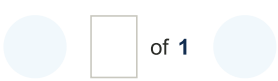
**Entity Registration**

Expiration Date

**Jul 7, 2022**

Purpose of Registration

**All Awards**



Results per page



# PUBLIC MANAGEMENT, INC.

DUNS Unique Entity ID <b>945630507</b>	SAM Unique Entity ID <b>DL1PFHMDM786</b>	CAGE / NCAGE <b>6QDN5</b>
Purpose of Registration <b>All Awards</b>	Registration Status <b>Active</b>	Expiration Date <b>Jul 7, 2022</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>

## Registration Dates

Activation Date <b>Jul 8, 2021</b>	Submission Date <b>Jul 7, 2021</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

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

## Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

## 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 <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>Subchapter S Corporation</b>
Profit Structure <b>For Profit Organization</b>		

## Financial Information

Accepts Credit Card Payments <b>No</b>	Debt Subject To Offset <b>No</b>
---	-------------------------------------

EFT Indicator  
**0000**

CAGE Code  
**6QDN5**

Item 13.

**Points of Contact**

**Electronic Business**

👤  
Patrick K Wiltshire, President & CEO

**15355 Vantage PKWY W STE 108  
Houston, Texas 77032  
United States**

**Government Business**

👤  
Patrick K Wiltshire, President & CEO

**15355 Vantage PKWY W STE 108  
Houston, Texas 77032  
United States**

**Service Classifications**

**NAICS Codes**

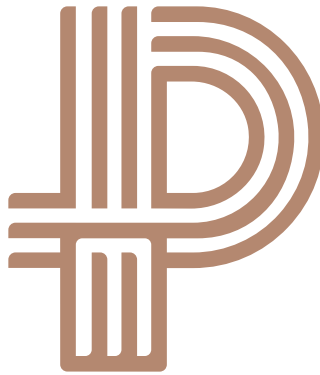
Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>541611</b>	<b>Administrative Management And General Management Consulting Services</b>

**Disaster Response**

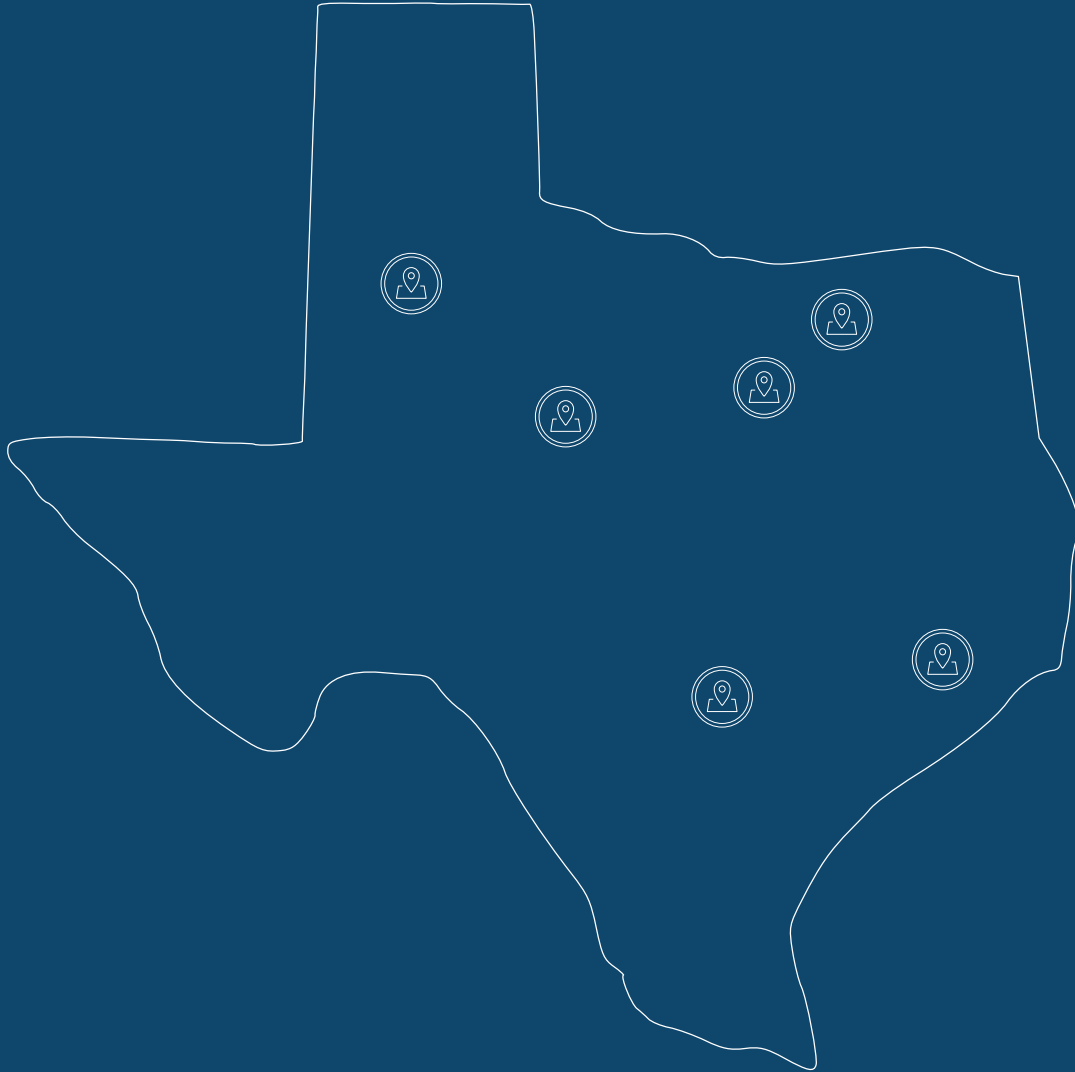
Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
<b>Any</b>		

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



WWW.PUBLICMGT.COM



**HOUSTON**

15355 Vantage Pkwy. West, Ste. 108  
Houston, TX 77032  
281-592-0439  
pwiltshire@publicmgt.com

**GRANBURY**

312 S. Morgan Street  
Granbury, TX 76048  
281-592-0439  
jmcadams@publicmgt.com

**LUBBOCK**

8207 Hudson Street, Ste. C  
Lubbock, TX 79423  
806-797-4299  
jtorres@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 4161  
Abilene, TX 79608  
281-592-0439  
mjimenez@publimgt.com



# PROFESSIONAL ENGINEERING SERVICES

## AMERICAN RESCUE PLAN ACT OF 2021 CORONAVIRUS LOCAL FISCAL RECOVERY FUND PROJECT



# CITY OF BRECKENRIDGE



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

1508 Santa Fe, Suite 203  
Weatherford, TX 76086  
817.594.9880

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375



INTEGRITY  
EXCELLENCE  
TRUST

10/28/2021

City of Breckenridge  
Attn: Heather Robertson-Caraway, City Secretary  
105 North Rose Ave.  
Breckenridge, Texas 76424

RE: American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Fund Projects

Members of the Selection Committee:

**JACOB | MARTIN** is pleased to respond to the Request for Qualifications for the City of Breckenridge's American Rescue Plan Act of 2021 Coronavirus Local Fiscal Recovery Fund Projects. We understand the significance of this project and the importance to "deliver a return on investment" to the City of Breckenridge and its citizens on this high-visibility project. We understand clearly the scope of services the City is requesting. We feel the qualifications of our team, our local expertise and our methodology are best suited for the successful completion of this project.

Since 1948, our firm has been providing engineering, surveying, and more recently architectural services to local governmental entities throughout the area. We pride ourselves on providing our clients with projects which are on time and under budget. We are committed to delivering "best in class" engineering, architectural, and surveying services using the latest technologies and the most efficient processes for the given project.

Thank you again for considering our Statement of Qualifications. If you have any questions regarding our company, feel free to call us. I will be available at your convenience to meet with you to discuss our submittal and answer any questions you might have concerning our qualifications. We are excited about this opportunity and have the office and field staff ready to start immediately. Please contact me directly if you have any questions or if you need any additional information.

Regards,

Kirt Harle, P.E.  
Principal Engineer



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

1508 Santa Fe, Suite 203  
Weatherford, TX 76086  
817.594.9880

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375





INTEGRITY  
EXCELLENCE  
TRUST

# Section 1: Ability to Provide Service



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

1508 Santa Fe, Suite 203  
Weatherford, TX 76086  
817.594.9880

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375



# About Us

Our firm offers a wide scope of architectural, engineering, surveying, and specialized services to meet the needs of municipalities, counties, utility districts, and private organizations. We believe that direct and personal interaction and consultation with you, the City of Breckenridge, is the most important component to the problem-solving process.

**JACOB | MARTIN** strives every day to deliver results. Even though we have had the privilege to work for some of our clients for decades, we strive to earn their business with each and every project. Our project managers' "hands-on approach" to design and construction administration ensure a successful project delivery while keeping the City of Breckenridge informed every step of the way.

**Our team** of highly qualified professionals are the strength of **JACOB | MARTIN**. Each team member is uniquely gifted and contributes according to his or her area of expertise. Our employees bring experience, innovation, and a pledge to excellence every day. We encourage opportunities to grow professionally, personally, and spiritually. That's what makes us unique. That's what makes us strong.



## What We Believe.

### *Integrity • Excellence • Trust*

These principles define who we are and guide everything we do. We believe that relationships are built on a foundation of integrity, excellence, and trust. We believe that honesty and open communication are the keys to success for every relationship and every project. The services we make available, the designs we generate, and the method in which we deliver them are testimony to these principles.

## Our Services



ENGINEERING



ARCHITECTURE



SURVEYING



CONSTRUCTION



ENVIRONMENTAL

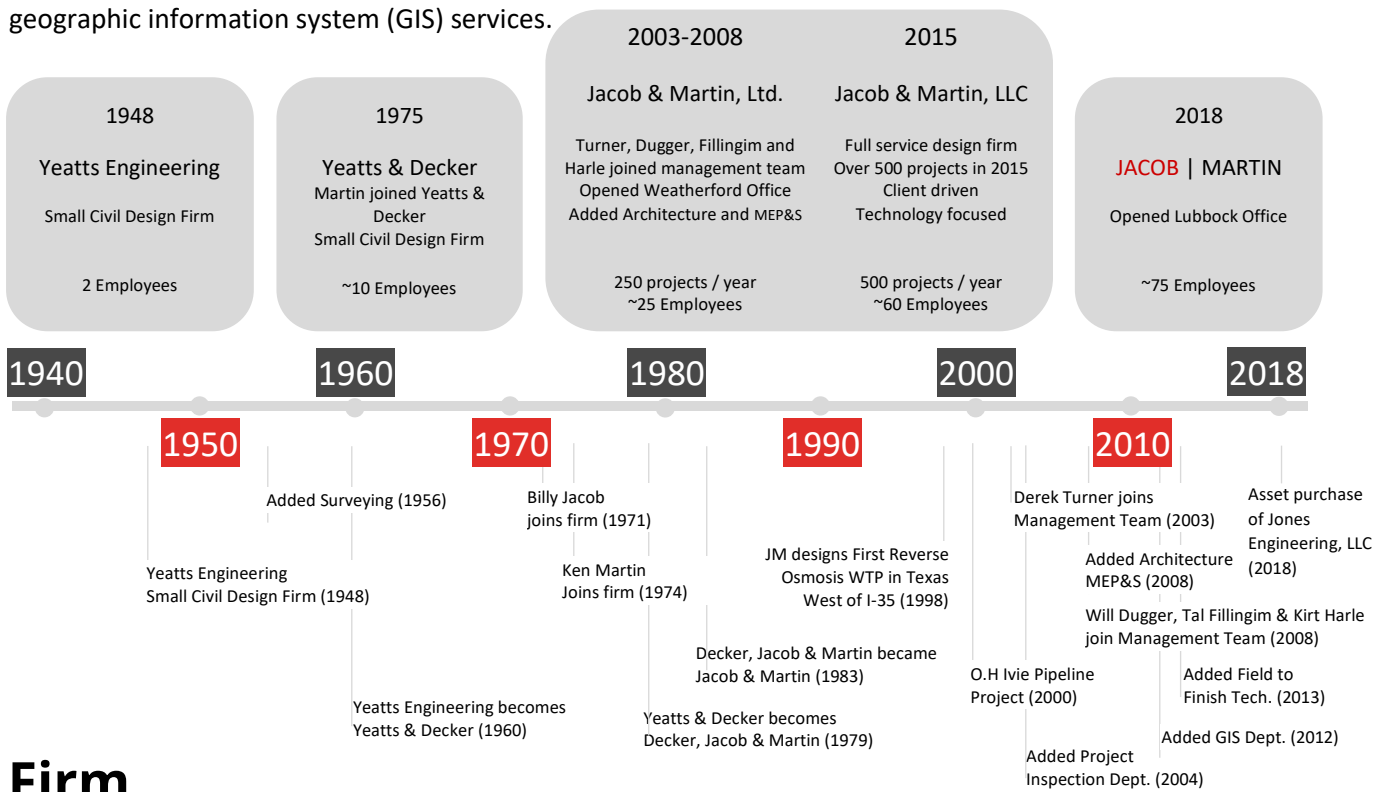


GIS



# Company History

**JACOB | MARTIN** can trace its roots back to Abilene, Texas in 1948 when a man named Earnest Yeatts began Yeatts Engineering. The company has seen only a handful of owners in the past 70+ years, providing excellent service to communities throughout Texas. The firm began as a civil design firm adding a surveying department back in 1956. While public infrastructure projects are still the core of our business, our service offering has expanded to include architecture, mechanical, electrical, plumbing, and structural design along with a full complement of support services. We also provide environmental services, project inspection, and geographic information system (GIS) services.



## Firm

**Legal Name**  
Jacob & Martin, LLC

**Address**  
3465 Curry Lane  
Abilene, Texas 79606

**Date of Formation**  
1948

**Legal Description**  
Limited Liability Corporation

**Team Members**  
**JACOB | MARTIN**

**Corporate ID**  
DUNS #: 128010667  
CAGE CODE: 5TYQ2

**Point of Contact**  
Kirt Harle, P.E.  
Professional Engineer  
(325) 695-1070 x102  
kirth@jacobmartin.com

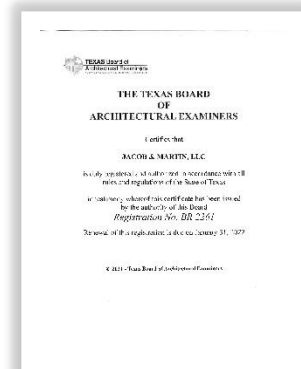
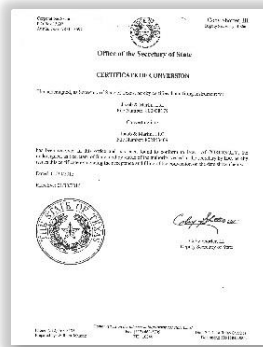
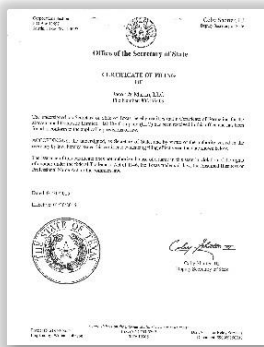
**Firm Registrations** TBPE Firm #: 2448 | TBAE Firm #: BR 2261 | TBPLS Firm #: 10194493 – Abilene | TBPELS Firm #: 10194590 - Weatherford

3465 Curry Lane | Abilene, Texas 79606 | 325.695.1070



# Financial Stability

**JACOB | MARTIN** holds a valid Certificate of Registration from the Texas Board of Professional Engineers. Our firm number is F-2448. Jacob & Martin also holds a valid Certificate of Registration for the Texas Board of Architectural Examiners. Our firm number is BR-2261. The Certificate of Filing with the State of Texas Office of the Secretary of State demonstrates our license to do business in the State of Texas. The Certificate of Conversion documents the Limited Partnership's conversion to a Limited Liability Corporation effective January 30, 2015.



## Statement of Existence

**JACOB | MARTIN** has operated an established office in the State of Texas since 1948.

## Statement of Experience

**JACOB | MARTIN** employs numerous licensed architects and engineers with no less than five (5) years' experience licensed by the State of Texas.

## Material Adverse Changes in Financial Position

**JACOB | MARTIN**, converted from a Limited Partnership to a Limited Liability Corporation in January 2015. This does not represent an adverse change in financial position. No other historical, existing or anticipated changes in financial position exist.

## Bankruptcy

**JACOB | MARTIN** has never declared bankruptcy or filed for protection from creditors under state or federal proceedings.

## Completion of Contracts

**JACOB | MARTIN** has completed all contracts within the determined schedule.

## Violation of Laws

**JACOB | MARTIN** has not been convicted of any criminal conduct or been found in violation of any federal, state, or local statute, regulation or court order.



# Summary of Experience

## **THE JM ADVANTAGE**

### **ARCHITECTURE**

**JACOB | MARTIN**'s architects bring over 75 years of experience to bear across a wide variety of markets and applications including government, medical, education, multi-family, commercial/retail, higher education and industrial facilities. Our multi-disciplinary approach to delivering architecture projects improves communication internally and with the Client by engaging a subject matter expert during all phases of design. We are actively engaged throughout the Texas region enabling our architects to meet on site with facility owners with minimal coordination.

### **MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERING**

**JACOB | MARTIN** provides a full complement of MEP services. Our Mechanical department has worked on numerous mechanical systems supporting higher education, K-12, general commercial, district energy production, and municipal governments. The Electrical department has extensive experience and knowledge in electrical distribution systems, emergency generator and transfer switch design, building electrical systems, building lighting, street lighting, building fire and energy control systems, and arc-flash studies.

### **CIVIL AND STRUCTURAL ENGINEERING**

**JACOB | MARTIN** was established in 1948 as a civil design firm. Our civil engineers provide numerous services to local governments for all types of public infrastructure including water, wastewater, streets, sidewalk, storm water, parks & recreation, land development, site planning, and geographic information system projects. We also provide services to non-governmental entities including residential and commercial land development, site planning and design, utility extensions, drainage analysis along with foundation and structural design.

### **ENVIRONMENTAL ENGINEERING**

**JACOB | MARTIN**'s environmental and civil engineers are actively engaged throughout the Texas region on numerous environmental projects including industrial waste, landfill, wastewater treatment, permitting, spill prevention, and other regulatory issues. Mr. Charles Keith, R.S. leads our Environmental Department having retired from the Texas Commission on Environmental Quality in 2006. He brings over 40 years of environmental experience having worked for the Texas Health Department, Texas Water Commission, Texas Natural Resource Conservation Commission, and the Texas Commission on Environmental Quality.

### **BUILDING ENERGY PERFORMANCE ENGINEERING**

**JACOB | MARTIN** has provided over forty energy audits for local government facilities throughout Texas. Our MEP Engineers have established track records of building energy performance life-cycle analysis and capital improvement planning.

### **BUILDING ENVELOPE ANALYSIS**

**JACOB | MARTIN** has provided numerous evaluations of existing structures to determine the safety and structural integrity of the existing building envelope. We have performed evaluations on various structures including a historic hotel, a building damaged by fire, a multi-story abandoned building, a nursing home facility, and multi-family facilities. Our architects and engineers have recommended and designed improvements for these type projects.



INTEGRITY  
EXCELLENCE  
TRUST

# Section 2: Project Approach



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

1508 Santa Fe, Suite 203  
Weatherford, TX 76086  
817.594.9880

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375



# Project Approach

**JACOBI | MARTIN** has a proven track record of delivering wastewater, water system, drainage, and paving projects. Our approach and delivery of the project is provided entirely in-house with **JACOBI | MARTIN**'s experienced and proven personnel. This allows for a seamless line of communication which is paramount for the success of any project.

**JACOBI | MARTIN** will provide the following project approach to deliver the City of Breckenridge's Improvement project. Our surveying crews will provide all required topographic and construction surveying using the latest technologies guaranteeing unparalleled accuracy, speed of collection, and efficiency in processing. We will provide preliminary design services with current day cost estimates. Our knowledge of local contractors will ensure that these estimates serve as solid planning tools for the City of Breckenridge. The project design team will finalize design and cost estimates after consultation with the City of Breckenridge. Our engineers and support staff will finalize construction plans, specifications, and contract documents for bidding purposes.



**JACOBI | MARTIN** will assist the City of Breckenridge in selecting the most qualified bidder and prepare all construction contracts. The project management team will conduct a pre-construction conference with Owner, contractor, and others. Our engineering staff will provide periodic and final inspection of the project(s) to confirm the projects are built according to specifications. Lastly, our project management team will provide construction management throughout the project, coordinate efforts with the contractor, and provide construction plan interpretation. We take pride in managing the process while keeping you, our client, apprised of each milestone.



## Project Scope of Services (Provided In-House)

- Determine sizing of infrastructure requirements
- Prepare preliminary and final plans and specifications
- Topographic and construction surveying
- Preparation of all construction and bid documents
- Conduct pre-construction conference
- Construction administration and management



# JACOB MARTIN

**PRINCIPALS**

Ken Martin, P.E.  
Kirt Harle, P.E.  
Tal Fillingim, P.E.  
Derek Turner, P.E., C.F.M.  
Will Dugger

**CIVIL ENGINEERING TEAM**

Kirt Harle, P.E.  
Team Leader

**ABILENE**

Tal Fillingim, P.E.  
Ken Martin, P.E.  
Clayton Farrow, P.E.  
Cory Higgins, P.E.  
Luke Van Diest, P.E.  
Tristan King, E.I.T.  
Ruben Madrid, E.I.T.  
Santiago Medina, E.I.T.  
Jax Pimentel, E.I.T.  
Wiley Haydon, E.I.T.

**WEATHERFORD**

Derek Turner, P.E., C.F.M.  
Eddie Aguilar, P.E.  
Mark Kestner, P.E.  
Cruz Trujillo, E.I.T.

**LUBBOCK**

Allen Phillips, P.E.  
Josh Baker, E.I.T.

**ARCHITECTURAL TEAM**

William Duncan, AIA, NCARB  
Team Leader

Richard Flores, AIA, NCARB  
Tyser Robertson, AIA, NCARB  
Priscila Ruiz-Beck, Assoc. AIA  
Jaden Dement  
Mariel Delgado

**STRUCTURAL TEAM**

Sam Hurley, P.E.  
Team Leader

Richard Cordero

**ENVIRONMENTAL ENGINEERING TEAM**

Charles Keith  
Team Leader

Kirt Harle, P.E.  
Cory Higgins, P.E.  
Allen Phillips, P.E.  
David Hudson  
Sarah Fernandez

**MATERIALS ENGINEERING and TESTING TEAM**

Barry Fowlkes, P.E.  
Team Leader

Blake Steen  
Brendon Day  
Hunter Bergeron  
Steven Romero  
Chase Mann  
Nick Ramos  
Landon Jones  
Coleton Davis

**GEOGRAPHICAL INFORMATION SYSTEMS (GIS) TEAM**

Chris Mayhall  
Team Leader

Dave Browne

**MECHANICAL, ELECTRICAL, and PLUMBING ENGINEERING TEAM**

Lance Lindley, P.E.  
Team Leader

Edward Wells, P.E.  
Justin Helms, E.I.T.  
Cole Carpenter, E.I.T.

**FIELD INSPECTION TEAM**

Ronny Koehn  
Team Leader

Tim McMurray  
Bill Powell  
Landon Jones  
Kevin Allen  
Mike Ammons  
Scott Marler  
Bill Drake  
Thomas Cowley

**SURVEYING TEAM**

Lee Rosenbaum, R.P.L.S.  
Team Leader

Mark Brown, R.P.L.S.  
Dustin Van Zandt  
Bryan Althouse  
Brett Roberts  
Toby Coomer  
Brandon Johnson  
Robert Cheek  
Nathaniel McCue  
Damon Butterfras





INTEGRITY  
EXCELLENCE  
TRUST

# Section 3: Staffing Capabilities



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

1508 Santa Fe, Suite 203  
Weatherford, TX 76086  
817.594.9880

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375



# Kirt Harle, P.E.

*Professional Engineer - Civil Engineering Services*



## Education

B.S.in Civil Engineering  
Texas Tech University, 2002

M.S.in Civil Engineering  
Texas Tech University, 2003

## Registrations

Registered Professional  
Engineer,  
Texas, P.E. No. 98381

## Expertise

- Detention & Retention Facilities
- Drainage Analysis
- Roadway & Paving Design
- Sidewalk Design
- Utility Infrastructure
- Hydraulic Modeling
- Master Planning
- Pump Station Design
- Water Distribution
- Water Storage
- Water Treatment
- Sanitary Sewer Rehabilitation
- Sewer Collection
- Wastewater Treatment

## Summary

Kirt Harle graduated from Texas Tech University with a Bachelor of Science degree in Civil Engineering. Mr. Harle continued his education and completed his Master of Civil Engineering in December of 2003. Since joining JACOB|MARTIN in 2003, Mr. Harle has worked with numerous municipalities, water supply corporations and water district projects. Mr. Harle has played a primary role in many projects from conception to completion.

## Project Specific Expertise

Mr. Harle has designed and been the project manager for numerous wastewater and water systems improvements. Mr. Harle is proficient in hydraulic modeling, design of elevated tanks, ground storage tanks, rural water lines, lift stations, sewer lines, wastewater treatment plant, microfiltration and reverse osmosis treatment. He has prepared numerous engineering reports to secure funding for federal and local municipalities. These reports include hydraulic analyses of existing water and wastewater systems, cost estimates and recommendations for proposed improvements.

## Relevant Project Expertise

2021 - City of Big Spring - Water Line Replacement  
 2021 - City of Snyder - WTP and WTP Improvements  
 2020 - City of Big Spring - 2020 Seal Coat  
 2020 - City of Snyder - Water and Sewer Line Replacements  
 2020 - City of Big Spring - Water and Sewer Line Replacements  
 2019 - City of Big Spring - 2018/19 Water Line Replacements  
 2019 - City of Abilene - Buffalo Gap Elevated Tank Rehab  
 2019 - City of Big Spring - F700 30 " Sewer Line Replacement  
 2018 - Lawn, Buffalo Gap, and Tuscola - Abilene Treated Water Supply  
 2018 - City of Abilene - North 6th Water Line Improvements  
 2018 - Zephyr WSC - Thunderbird Bay Water Supply  
 2018 - Coleman Co SUD - Phase 8 Water System Improvements  
 2018 - City of Coleman - Water Treatment Plant  
 2018 - City of Bangs - Water System Improvements  
 2018 - City of Abilene - Water Distribution System Evaluation, Modeling, and Master Plan



# Ken Martin, P.E.

*Principal In Charge - Civil Engineering Services*



## Education

B.S.in Civil Engineering  
Texas Tech University, 1973

## Registrations

Registered Professional  
Engineer,  
Texas, P.E. No. 44025

## Expertise

- Elevated Tanks
- Groundwater Development
- Hydraulic Modeling
- Master Planning
- Pump Station Design
- Water Distribution
- Water Storage Tank
- Water Supply Studies
- Water Treatment

## Summary

Ken Martin received his Bachelor of Science Degree in Civil Engineering from Texas Tech University in 1973. Upon graduation, he was employed as a consulting engineer with Freese, Nichols and Esmond in Dallas, Texas. In 1975, Mr. Martin joined Yeatts & Decker which is now JACOB | MARTIN. Ken brings over forty years of experience working with municipalities, rural water system and private organizations. His experience includes including water and wastewater collection, treatment and distribution, landfill design, park & recreation facilities, land development, drainage and transportation systems. Mr. Martin currently serves as President and Principal In Charge.

## Project Specific Expertise

Since joining JACOB | MARTIN in 1975, Mr. Martin has been responsible for the design, project management and construction administration of more than a thousand miles of potable water supply lines throughout West Central Texas. Mr. Martin has a significant history in working with municipal governments and rural water systems to assist in the funding of high priority projects. Notable projects throughout the years include the 53-mile Lake O.H. Ivie Raw Water Supply Line for the City of Abilene and the design of the first Reverse Osmosis Water Treatment Plant West of I-35 in the State of Texas.

## Relevant Project Expertise

2020 - City of Ranger - WWTP Pond System  
 2019 - City of Baird - WWTP Pond System  
 2018 - S.U.N. WSC - Water System Improvements  
 2017 - City of Santa Anna - TDA WWTP Improvements  
 2012 - City of Santa Anna - Sewer Line Replacement  
 2011 - City of Santa Anna - Pond Liner Certification  
 2011 - City of Santa Anna - Ground Storage Tank Improvements  
 2005 - City of Santa Anna - Water System Improvements  
 2005 - City of Santa Anna - Pump Station Improvements  
 2055 - City of Santa Anna - Hwy 84 Water Line Improvements  
 2004 - City of Santa Anna - Standpipe and Pipeline Improvements  
 1990 - City of Santa Anna - WWTP Improvements



# Tal Fillingim, P.E.

*Principal Engineer - Civil Engineering Services*



## Education

B.S.in Civil Engineering  
Texas Tech University, 2001

## Registrations

Registered Professional  
Engineer,  
Texas, P.E. No. 97395

## Expertise

- Residential Development
- Drainage Infrastructure
- Cost Estimation
- Construction Staking
- Drainage Design
- Easement Acquisition
- Infrastructure Studies
- Phase I Site Assessments
- Structural Design
- Master Planning
- Commercial Site Development
- Roadway & Paving Design
- Utility Infrastructure

## Summary

Tal Fillingim graduated from Texas Tech University in December of 2001 with a Bachelor of Science in Civil Engineering. Mr. Fillingim joined JACOB | MARTIN in May of 2005. Since joining the JACOB | MARTIN team Mr. Fillingim has designed numerous residential subdivisions and commercial site developments within the state of Texas. Mr. Fillingim has also prepared a number of drainage studies and infrastructure projects.

## Project Specific Expertise

Mr. Fillingim has served as Project Manager and Principal Engineer on multiple roadway and paving projects. Many of these projects include the initial horizontal alignments and layouts of proposed roadways as well as providing pavement section redesign. Over the years, Mr. Fillingim has overseen multiple paving rehabilitation projects for several municipalities and school districts across the state. These projects include an existing pavement analysis preparation of rehabilitation construction documents and construction management of the improvements.

## Relevant Project Expertise

- 2020 - Abilene Youth Sports Authority - Dodge Jones Youth Sports Complex
- 2020 - Abilene ISD - Transportation Maintenance Yard Paving Improvements
- 2018 - City of Abilene - SODA Roadway Improvements
- 2018 - Rick & Tammy Worley - Southern Cross Section 3
- 2018 - Tuscola Estates, LLC - South Haven Estates
- 2018 - Wanda McLeod - Southlake Estates
- 2018 - RDNF Holdings, LLC - Tuscola Trails
- 2018 - Lantrip Custom Homes - Newhouse Farms
- 2018 - Aaron Waldrop - Carriage Hills Estates
- 2015 - Beltway Park Baptist - Beltway North Campus Site & Paving Improvements
- 2015 - Abilene Independent School District - Campus Paving and Circulation Improvements



# Allen Phillips, P.E.

*Professional Engineer - Civil Services*



## Education

B.S.in Civil Engineering  
Texas Tech University, 2005

## Registrations

Registered Professional  
Engineer,  
Texas, P.E. No. 105116

## Expertise

- Detention & Retention Facilities
- Drainage Analysis
- Groundwater Development
- Hydraulic Modeling
- Lift Station Design
- Master Planning
- Permitting
- Roadway & Paving Design
- Pump Station Design
- Sidewalk Design
- Sewer Collection
- Wastewater Treatment
- Water Distribution
- Water Supply Studies
- Water Treatment

## Summary

Allen Phillips graduated from Texas Tech University in 2005 with a Bachelor of Science in Civil Engineering. Mr. Phillips began his career with Pape Dawson Engineers and joined JACOB | MARTIN in March of 2007 in the Abilene office. He continued in the Abilene office until June of 2019 when he moved to the center of the South Plains to manage the JACOB | MARTIN office in Lubbock. Mr. Phillips brings a broad depth of experience to bear having designed and managed numerous projects including sewage collection and treatment systems, groundwater and surface water supply projects, conventional and advanced water treatment technologies, water distribution systems, parks and recreation facilities, commercial site development and paving projects.

## Project Specific Expertise

Mr. Phillips has provided design and project management services for various sidewalk improvement and paving projects. These projects included the layouts of proposed roadways and sidewalks as well as providing pavement section design. Mr. Phillips has experience in all phases of project development including project planning, funding acquisition, easement acquisition, project design, generation of plans and specifications as well as construction management.

## Relevant Project Expertise

2020 - City of Ropesville - TDA 19/20 Lift Station Improvements  
 2020 – City of Wellman – RO WTP Improvements  
 2020 - City of Lorenzo - TDA 19/20 Lift Station Improvements  
 2019 – City of Post – DRP 2020 Sidewalk Design  
 2019 – City of Vernon – Clarifier Rehabilitation  
 2018 – City of Coleman – Water Treatment Plant Improvements  
 2018 – City of Melvin – Water Treatment Plant  
 2018 – City of Rochelle – Water Treatment Plant  
 2018 – City of Coleman – DRP Sidewalk Improvements  
 2017 – Cooper Tire and Vehicle Testing Center – Process Water Treatment Facility  
 2016 - Town of Buffalo Gap - First Time Sewer Project  
 2016 - City of Baird - New Wastewater Treatment Plant  
 2015 – City of Seymour – Well Rehabilitation  
 2010 - City of San Saba - TCF Sidewalk & Lighting Improvements



# Cory Higgins, P.E.

*Professional Engineer - Civil Services*



## Education

B.S.in Civil Engineering  
Texas Tech University, 2010

## Registrations

Registered Professional  
Engineer,  
Texas, P.E. No. 122012

## Expertise

- Detention & Retention Facilities
- Drainage Analysis
- Elevation Studies
- Groundwater Development
- Master Planning
- Sidewalk Design
- Street Draining Design & Planning
- Utility Infrastructure
- Permitting
- Water Distribution
- Water Storage
- Water Supply Studies

## Summary

Cory Higgins graduated from Texas Tech University in 2010 with a Bachelor of Science Degree in Civil Engineering. Mr. Higgins joined JACOB|MARTIN in 2013 after spending a couple of years with Daniel & Brown Engineering in Farmersville Texas. Over the years, Mr. Higgins has been involved in the engineering design and project management for numerous water, wastewater and water treatment projects.

## Project Specific Expertise

Mr. Higgins has designed and been the project manager for multiple sidewalk and drainage projects. These projects include design of sidewalks, pedestrian bridges, street lighting, storm drainage features, as well as project management and oversight. Mr. Higgins has substantial experience with TAS and ADA guidelines that are required for accessible sidewalk design.

## Relevant Project Expertise

- 2020 – City of Abilene – FM89 Utility Relocate
- 2020 – City of Lawn – Treated Water Supply Line
- 2020 – City of Snyder – Water Distribution and Sewer Collection Improvements
- 2020 – City of Snyder – Water Storage Tank Rehabilitation
- 2020 – City of Bangs – Water Distribution and Disinfection System Improvements
- 2019 – City of Goree – Sewer System Improvements
- 2019 – City of Lawn – Water System Improvements
- 2019 – City of Snyder – Water Line Improvements
- 2018 - City of Goldthwaite - DRP Sidewalk Improvements
- 2018 - Zephyr WSC - Thunderbird Bay Water Supply
- 2018 - Coleman County SUD - Phase 8 Water System Improvements
- 2018 - City of Snyder - New WTP Rehabilitation
- 2018 - City of Lueders - TWDB - DWSRF AMR Metering System and Water System Improvements



# Barry Fowlkes, P.E.

*Professional Engineer - Materials Testing Services*



## Education

B.S.in Civil Engineering  
Texas A&M University, 1983

## Registrations

Registered Professional  
Engineer,  
Texas, P.E. No. 98759  
NICET  
Civil Engineering Technology,  
C.T. Certificate No. 509  
NICET Level IV  
Certified Engineering  
Technician, S.E.T.  
Concrete, Soils & Asphalt  
Certificate No. 68488

## Expertise

- Construction Materials Engineering & Testing
- Geotechnical Engineering Services
- Investigation of Construction Design
- Foundation Investigations
- Pavement Design and Analysis
- Concrete and Asphalt Pavement Mix Design

## Summary

Barry Fowlkes graduated from Texas A & M University in 1983 with a Bachelor of Science in Civil Engineering Technology. Mr. Fowlkes has 36 years of experience in materials testing and geotechnical engineering services. Mr. Fowlkes served 21 years with Trinity Engineering Corporation / Kleinfelder as an Area Manager. He was responsible for providing materials and geotechnical engineering services throughout Abilene, San Angelo, Brownwood and Wichita Falls area. Mr. Fowlkes joined JACOB | MARTIN in 2006 as Manager of JACOB | MARTIN's Geotechnical and Material Testing Division.

## Project Specific Expertise

Mr. Fowlkes has directly supervised many government and private sector construction projects throughout Texas. He has provided interpretation and analysis for material investigations in which he issues reports stating whether the work and material met the specific project specifications. Mr. Fowlkes has developed and designed construction material engineering and testing programs for many projects.

## Relevant Project Expertise

- 2019 - City of Abilene - Water and Sewer Construction Projects
- 2019 - City of Big Spring - Water Line Replacements
- 2019 - City of Coleman - USDA Water Treatment Improvements
- 2018 - Morton Valley WSC – Water System Improvements
- 2018 - City of Seymour - Water Treatment Plant Improvements
- 2017 - City of Baird - New Wastewater Treatment Plant
- 2017 - Cooper Tire and Vehicle Testing Center – Process Water Treatment Facility, Pearsall, Texas
- 2017 - City of Early - New WWTP
- 2017 - City of Baird - WWTP Improvements
- 2017 - City of Munday - NCTMWA Water Treatment Plant
- 2016 - City of Snyder - Water and Sewer Improvements



# Charles Keith

*Senior Engineering Technician - Environmental Services*



## Education

B.S.in Microbiology  
Texas Tech University, 1978

## Registrations

Registered Sanitarian,  
Texas, No. 1799

## Expertise

- Groundwater Development
- Operational Assistance
- Permitting
- Regulatory Assistance
- Water Distribution
- Water Storage
- Water Supply Studies
- Water Treatment

## Summary

Charles Keith received his Bachelor of Science Degree in Microbiology from Texas Tech University in 1978. Mr. Keith retired from the Texas Commission on Environmental Quality (TCEQ) in 2006 where he served as the Region 3, Abilene Water Section Director. Mr. Keith joined JACOB | MARTIN in 2006 where he currently serves as the Director of Environmental Services. Mr. Keith has used his extensive knowledge of water and wastewater operations along with his notable expertise with TCEQ regulations and procedures to manage the environmental, operational and regulatory facets of numerous successful projects throughout West Central Texas.

## Project Specific Expertise

During his tenure at TCEQ, Mr. Keith inspected and assisted public water systems, wastewater treatment facilities, septic systems, municipal solid waste, storm water and surface water quality monitoring of natural waterways. Since joining JACOB|MARTIN, Mr. Keith has lead our environmental team to assist clients in regulatory compliance for all matters relating to water and waste water systems.

## Relevant Project Expertise

- 2019 - City of Colorado City – WWTP Facility Major upgrade
- 2018 - City of Gordon - Water System Improvements
- 2018 - City of Coleman - Water Treatment Plant
- 2018 - City of Ranger - Wastewater Treatment Plant Improvements
- 2016 - City of Seymour - Donnell Well Exception
- 2016 - City of Cross Plains - Water Distribution & Pump Station Improvements
- 2016 - City of Bronte - Water Supply Improvements
- 2016 - City of Bronte - Texas Tech Water Wells
- 2016 - Baylor WSC - DWSRF Bufkin Well Field Development
- 2015 - City of Santa Anna - Pond Liner and Monitoring Wells
- 2015 - City of Munday - Disaster Relief Wells
- 2015 - City of Haskell - Disaster Relief Wells
- 2013 - City of Santa Anna - WWTP Permit Renewal
- 2011 - City of Santa Anna - Pond Liner Certification





# Lee Rosenbaum, R.P.L.S.

*Registered Professional Land Surveyor - Surveying Services*



## Education

B.S. in Geography  
Texas A&M University, 2005

## Registrations

Registered Professional Land  
Surveyor,  
Texas, R.P.L.S. No. 6394

## Expertise

- ALTA Survey
- Boundary Survey
- Detention & Retention Facilities
- Construction Staking
- Easement Acquisition
- Elevation Studies
- Groundwater Development
- Master Planning
- Regulatory Assistance
- Topographic Survey
- Commercial Site Development
- Utility Infrastructure

## Summary

Lee Rosenbaum has been licensed by the State of Texas as a Registered Professional Land Surveyor since December 2012. Mr. Rosenbaum joined JACOB|MARTIN in April of 2005. Since March of 2019, he has been our Chief Land Surveyor and Survey Department Supervisor. Mr. Rosenbaum oversees all survey operations which include land acquisition, platting, preliminary topographic mapping, and construction layout.

## Project Specific Expertise

During his career at JACOB|MARTIN, Mr. Rosenbaum has served as a Survey Project Manager on multiple land development and building services projects. Additionally, Mr. Rosenbaum has worked with numerous municipalities, school districts, water supply corporations, water districts, and wastewater entities.

## Relevant Project Expertise

- 2019 - City of Big Spring - 2018/19 Water Line Replacements - Big Spring
- 2018 - City of Lueders - TWDB - DWSRF AMR Metering System and Water System Improvements
- 2017 - Zephyr WSC - Waterline Improvements
- 2017 - City of Baird - New Wastewater Treatment Plant
- 2016 - Town of Buffalo Gap - Water Line Improvements
- 2016 - Town of Buffalo Gap - Buffalo Gap First Time Sewer Project
- 2016 - City of Early - New Wastewater Treatment Plant
- 2015 - Bitter Creek WSC - RWA Well Water Supply
- 2014 - City of Snyder - Water & Sewer Improvements
- 2014 - City of Ranger - TXDOT I-20 Rest Stop Water and Sewer Improvements



# Ronny Koehn

*Resident Project Representative - Inspection Services*



## Expertise

- Construction Material Testing
- Construction Staking Easement Acquisition
- Geotechnical Engineering Services
- Investigation of Construction Design
- Permitting
- Project Inspection
- Water & Sewer Lines
- Water & Wastewater Treatment
- Building Services

## Summary

Ronny Koehn joined JACOB | MARTIN in 2008 as a Resident Project Representative. During his tenure with JACOB | MARTIN, Mr. Koehn has provided project inspection on numerous projects involving water and wastewater improvements, street and roadway projects and airport improvement projects. Mr. Koehn has over sixteen years experience in construction management and project inspection. Mr. Koehn recently served as the Resident Project Representative for improvements to Abilene Regional Airport. His efforts were vital to a successful project and paramount to the implementation of the specifications as called out by architects and engineers.

## Project Specific Expertise

Mr. Koehn's resume is full of relevant project experience in street and roadway construction and rehabilitation projects. Mr. Koehn has extensive experience with airport project including all type of pavement construction. Mr. Koehn's experience includes Abilene Regional Airport, Decatur Airport, and Kickapoo Airpark located in Wichita Falls, Texas.

## Relevant Project Expertise

2019 – Western Texas College – Agricultural Expansion & Renovation

2019 – Motis Investments - 202 Pine Street Renovations

2019 – JAR Land & Investments, LLC - 250 Cypress Renovations

2019 – Hardin Simmons University – New Houston Lantrip Facility

2018 – Cross Plains ISD – New Elementary Gym/Storm Shelter

2018 – Abilene Youth Sports Association – New Sports Complex

2018 - Garver LLC - Abilene Regional Airport Seal Coat Project

2018 – City of Willow Park – Ranch House Road Improvements

2016 - Garver LLC - Abilene Regional Airport - Runway 17R-35L Rehabilitation

2015 - Garver LLC - Abilene Regional Airport - Runway 17-L and 35R Rehabilitation



INTEGRITY  
EXCELLENCE  
TRUST

# Section 4: History of Successful Performance



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

1508 Santa Fe, Suite 203  
Weatherford, TX 76086  
817.594.9880

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375



# Project Schedule History

Client	Project Description	Year of Completion	Schedule History
City of Keene	County Road 316 Paving Improvements - TDA	2021	Design Schedule Met Construction Schedule Met
City of Keene	4 <sup>th</sup> Street & College Dr. Sewer Line Replacement	2020	Design Schedule Met Construction Schedule Met
Abilene Youth Sports Authority	Dodge Jones Youth Sports Center	2020	Design Schedule Met Construction Schedule Met
City of Melvin	Radium Removal Water Treatment Plant	2019	Design Schedule Met Construction Schedule Met
Hardin-Simmons University	Houston Lantrip Facility	2019	Design Schedule Met Construction Schedule Met
City of Abilene	Buffalo Gap Elevated Tank Rehabilitation	2019	Design Schedule Met Construction Schedule Met
City of Early	Wastewater Treatment Plant	2018	Design Schedule Met Construction Schedule Met
City of Baird	Wastewater Treatment Plant	2018	Design Schedule Met Construction Schedule Met
Parker County SUD	Greenwood Pump Station Expansion	2018	Design Schedule Exceeded Construction Schedule Exceeded
City of Abilene	Elmdale Pump Station and Ground Storage Tank	2018	Design Schedule Met Construction Schedule Met
City of Goldthwaite	2018 - TDA - DRP - Sidewalk Improvements	2018	Design Schedule Met Construction Schedule Met
North Central Texas Municipal Water Authority	Membrane Water Treatment Plant	2017	Design Schedule Met Construction Schedule Met
City of Willow Park	Capital Improvement Plan	2017	Design Schedule Met Construction Schedule Met
City of Abilene	2 <sup>nd</sup> Pressure Plane Water Lines	2017	Design Schedule Met Construction Schedule Met
City of Strawn	Master Plan	2017	Design Schedule Met Construction Schedule Met
City of Rhome	Capital Improvement Plan	2016	Design Schedule Met Construction Schedule Met
City of Andrews	Water Treatment Plant	2015	Design Schedule Met Construction Schedule Met
City of Abilene	Maple Street Pump Station Improvements	2015	Design Schedule Met Construction Schedule Met
City of Early	Salt Creek Pump Station	2015	Design Schedule Met Construction Schedule Met
City of Comanche	Water System Improvements	2015	Design Schedule Met Construction Schedule Met
Abilene Independent School District	Campus Paving and Circulation Improvements	2015	Design Schedule Met Construction Schedule Met



## Project Budget History

Client	Project Description	Year of Completion	Budget	Final Project Cost
City of Keene	County Road 316 Paving Improvements – <b>TDA Texas Capital Fund</b>	2021	\$1,075,000	\$946,896.50
City of Keene	4 <sup>th</sup> Street & College Dr. Sewer Line Replacement	2020	\$160,00	\$134,824
City of Wolfe City	Water System Interconnection Improvements – <b>TDA CDBG</b>	2020	\$222,250	\$183,950
Abilene Youth Sports Authority	Dodge Jones Youth Sports Center	2020	\$10,100,000	\$10,003,085
City of Keene	Well #6 Tank Rehab	2019	\$80,000	\$81,710
City of Azle	Oak Harbor Drainage Channel	2019	\$175,000	\$172,000
City of Willow Park	Well Supply	2019	\$500,000	\$450,000
City of Mingus	Water System Improvements – <b>TDA CDBG</b>	2020	\$550,000	\$550,000
City of Gordon	Water Treatment Plant Improvements – <b>TDA CDBG</b>	2019	\$550,000	\$550,000
City of Azle	Bailey Drive Improvements – <b>TDA CDBG</b>	2019	\$170,000	\$208,000
Hardin-Simmons University	Houston Lantrip Facility	2019	\$4,100,000	\$4,488,395
City of Abilene	Buffalo Gap Elevated Tank Rehabilitation	2019	\$950,000	\$768,500
City of Graford	Sewer Systems Improvements – <b>TDA CDBG</b>	2018	\$212,250	\$212,672
City of Wolfe City	Wastewater Treatment Plant Improvements – <b>TDA CDBG</b>	2018	\$212,750	\$230,222
City of Early	Wastewater Treatment Plant	2018	\$4,900,000	\$3,800,000
City of Baird	Wastewater Treatment Plant	2018	\$2,890,000	\$2,860,000
City of Goldthwaite	2018 - TDA - DRP - Sidewalk Improvements	2018	\$200,000	\$176,770
North Central Texas Municipal Water Authority	Membrane Water Treatment Plant	2017	\$5,650,000	\$3,815,000
City of Abilene	2 <sup>nd</sup> Pressure Plane Water Lines	2017	\$2,000,000	\$1,701,000
City of Strawn	Drainage Improvements	2017	\$150,000	\$150,000
City of Mingus	Paving Improvements	2016	\$75,000	\$75,000
City of Gordon	Paving Improvements	2016	\$75,000	\$75,000
City of Andrews	Water Treatment Plant	2015	\$6,061,130	\$6,212,650
City of Abilene	Maple Street Pump Station Improvements	2015	\$929,000	\$869,686
City of Early	Salt Creek Pump Station	2015	\$2,378,400	\$2,460,169



# Water, Sewer, and Drainage Projects

Year Completed	Client	Project Details
2019	City of Comanche	Water System Improvements
2019	City of Azle	Ash Avenue Sewer Replacement
2019	City of Dublin	Sewer System Improvements
2019	City of Abilene	Sanitary Sewer Overflow Initiative (SSOI) Sewer Line & Manhole Rehabilitation (CIPP & Pipe burst)
2018	Holiday Beach WSC	TWDB Hurricane Harvey Water System Repairs
2018	City of Springtown	Stormwater Drainage Improvements
2018	City of Azle	Wilshire Ave Drainage Improvements
2018	City of Willow Park	Weatherford Water Supply Line
2018	City of Keene	Water Model System
2018	City of Willow Park	Water System Improvements
2018	City of Comanche	Wastewater System Improvements
2017	City of Dublin	Sewer Line Replacements
2017	City of Willow Park	Chuck Wagon Trail IH20 Drainage
2017	City of Willow Park	Street Rehabilitation and Improvements
2017	City of Dublin	Water System Improvements
2016	City of Azle	Ash Avenue East Drainage Improvements
2016	City of Rhome	West Side WWTP & Collection System Improvements
2016	Brookesmith SUD	Shamrock Shores Water Line Replacements
2016	City of Azle	FM730 Water Line – Azle
2016	City of Dublin	Wastewater Collection System Improvements
2015	City of Azle	Golfer's Way Culvert Rehabilitation
2015	City of Abilene	CIP Waterline Project
2012	City of Gordon	New Sewer System



# Water Supply/Distribution System Experience

## 2<sup>nd</sup> PRESSURE PLANE WATER LINES | CITY OF ABILENE

Location: Abilene, Texas  
 Date of Completion: 2017  
 Original Budget: \$2,000,000  
 Construction Cost: \$1,701,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.



**Project Description:** Engineering design and construction administration for the installation of approximately 19,000 linear feet of 6" – 18" PVC water lines including all valves, fittings, water line connections, bore and encasement, pavement repair

### REFERENCE:

City of Abilene  
 Rodney Taylor, Director  
 of Water Utilities  
 (940) 422-4051

## INDUSTRIAL BLVD WATER LINE REPLACEMENT | CITY OF ABILENE

Location: Abilene, Texas  
 Date of Completion: 2017  
 Construction Cost: \$835,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Project Manager: Cory Higgins, P.E.



**Project Description:** Engineering design and construction administration for the installation of approximately 4,500 linear feet of 12" water line, valves, fittings, water line connections, service re-connections, bore & encasement, and incidentals

### REFERENCE:

City of Abilene  
 Rodney Taylor, Director  
 of Water Utilities  
 (940) 422-4051



## AMBLER WATER LINE REPLACEMENT | CITY OF ABILENE

Location: Abilene, Texas  
 Date of Completion: 2017  
 Budget Cost: \$2,200,000  
 Construction Cost: \$1,900,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Ken Martin, P.E.  
 Project Manager: Ken Martin, P.E.



**Project Description:** Engineering design and construction administration for the Installation of approximately 20,360 linear feet of 12" Thru 1" water line, valves, fittings, water line connections, service re-connections, bore & encasement, and incidentals

### REFERENCE:

City of Abilene  
 Rodney Taylor, Director  
 of Water Utilities  
 (940) 422-4051

## SAN SABA RAW WATER SUPPLY | CITY OF GOLDTHWAITE

Location: Goldthwaite, Texas  
 Date of Completion: 2015  
 Budget Cost: \$1,836,000  
 Construction Cost: \$1,874,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Project Manager: Brice Campbell, P.E.



**Project Description:** Engineering design and construction administration for the Installation of an intake structure on Mill Creek and approximately 70,000 LF of 10" raw water supply line.

**JM** also assisted with an amendment to the San Saba water rights for withdraw of water from Mill Creek at an alternative take point.

### REFERENCE:

City of Goldthwaite  
 Rob Lindsey, City Manager  
 (325) 648-3186





## BCWID TREATED WATER SUPPLY LINE | CITY OF EARLY AND ZEPHYR WSC

Location: Early, Texas  
 Date of Completion: 2014  
 Construction Cost: \$4,300,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.



**Project Description:** Engineering design and construction administration for the Installation of approximately 40,000 LF of 24" treated water supply line.

**REFERENCE:**  
 City of Early  
 Tony Aaron, City Manager  
 (325) 643-5451

## HORDS CREEK | CITY OF COLEMAN

Location: Coleman, Texas  
 Date of Completion: 2011  
 Budget Cost: \$2,400,000  
 Construction Cost: \$1,652,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Ken Martin, P.E.  
 Design Engineer: Ken Martin, P.E.



**Project Description:** Engineering design and construction administration for the Installation of a new raw water pump station and head tank located at Hords Creek Lake, approximately 44,000 LF of 16" raw water supply line and approximately 40,000 linear feet of water distribution lines.

**REFERENCE:**  
 City of Coleman  
 Diana Lopez, City Manager  
 (325) 625-5114



# Sewer System Experience

## SEWER SYSTEM IMPROVEMENTS | CITY OF GOREE

Location: Goree, Texas  
 Date of Completion: 2020  
 Construction Cost: \$200,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design/Construction Admin.  
 Project Manager: Cory Higgins, P.E.  
 Design Engineer: Cory Higgins, P.E.



**Project Description:** Engineering design and construction administration for the installation of approximately 2,500 linear feet of 8" and 6" PVC sewer lines including all manholes, bore and encasement, pavement repair, and incidentals.

**REFERENCE:**  
 City of Goree  
 Crystal Graham  
 City Secretary  
 (940) 422-5306

## SANITARY SEWER OVERFLOW INITIATIVE – SEWER MAIN AND MANHOLE REHABILITATION | CITY OF ABILENE

Location: Abilene, Texas  
 Date of Completion: 2019  
 Construction Cost: \$960,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design/ Construction Admin.  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.



**Project Description:** Engineering design and construction administration for the rehabilitation of approximately 7,500 linear feet of 6", 10", 18", and 21" sewer lines by CIPP and pipe bursting and rehabilitation of 40 manholes.

**REFERENCE:**  
 City of Abilene  
 Rodney Taylor, Director of  
 Water Utilities  
 (325) 676-6452



## 30 - INCH SEWER LINE REPLACEMENT | CITY OF BIG SPRING

Location: Big Spring, Texas  
 Date of Completion: 2019  
 Construction Cost: \$300,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design/Construction Admin.  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.



**Project Description:** Engineering design and construction administration for the replacement of approximately 1,500 linear feet of 30" sewer line and manholes.

**REFERENCE:**  
 City of Big Spring  
 John Medina, Assistant  
 City Manager  
 (432) 264-2345

## COLLECTION SYSTEM IMPROVEMENTS | CITY OF SNYDER

Location: Snyder, Texas  
 Date of Completion: 2015  
 Construction Cost: \$750,000

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design/Construction Admin.  
 Project Manager: Cory Higgins, P.E.  
 Design Engineer: Cory Higgins, P.E.



**Project Description:** Engineering design and construction administration for the rehabilitation of approximately 13,600 linear feet of 6", 8", 10", 12", and 24" PVC sewer lines, manholes, bore & encasement, and incidentals.

**REFERENCE:**  
 City of Snyder  
 Eli Torres, Director of  
 Public Works  
 (325) 575-3110



# Water Storage Projects

Year	Client	Project Description	Tank Capacity	Tank Type	Materials
2019	City of Abilene	Buffalo Gap Elevated Storage Tank Rehabilitation	1.0 MG	Multi-Leg Elevated	Welded Steel
2019	City of Melvin	Elevated Storage Tank Recoat	0.05 MG	Multi-Leg Elevated	Welded Steel
2019	Steamboat Mountain WSC	Cedar Gap Elevated Storage Tank	0.2 MG	Spheroid Elevated	Welded Steel
2019	Steamboat Mountain WSC	Cedar Gap Ground Storage Tank	0.2 MG	Ground	Welded Steel
2019	City of Gustine	Ground Storage Tank	0.03 MG	Ground	Welded Steel
2019	Ira WSC	Elevated Storage Tank	0.1 MG	Multi-Leg Elevated	Welded Steel
2019	Morton Valley WSC	Ground Storage Tank	0.1 MG	Ground	Welded Steel
2019	City of Coleman	Elevated Storage Tank Recoat	0.5 MG	Multi-Leg Elevated	Welded Steel
2019	City of Electra	Elevated Storage Tank Recoat	0.25 MG	Multi-Leg Elevated	Welded Steel
2018	City of Abilene	Grimes WTP Clearwell Rehabilitation	5.0 MG	Ground	Welded Steel
2017	City of Abilene	Elmdale Pump Station Ground Storage Tank	0.5 MG	Ground	Welded Steel
2017	Bluegrove WSC	Tank Rehab and Meter Replacement	.01 MG	Ground	Welded Steel
2017	City of Abilene	Highland Elevated Storage Tank Rehabilitation	1.5 MG	Multi-Leg Elevated	Welded Steel
2017	City of Abilene	5 Points Business Park Elevated Storage Tank Rehabilitation	0.2 MG	Spheroid Elevated	Welded Steel
2017	City of Early	Elevated Storage Tank Recoat	0.5 MG	Multi-Leg Elevated	Welded Steel
2016	City of Jayton	Ground Storage Tank	0.1 MG	Ground	Welded Steel
2015	City of Abilene	5 Points Business Park Ground Storage Tank Rehabilitation	5.5 MG	Ground	Welded Steel
2015	City of Snyder	North Elevated Storage Tank	0.15 MG	Multi-Leg Elevated	Welded Steel
2015	City of Snyder	Maverick Mest Elevated Storage Tank	0.2 MG	Multi-Leg Elevated	Welded Steel
2015	Millersview-Doole WSC	Holik Road Elevated Storage Tank	0.15 MG	Spheroid Elevated	Welded Steel
2015	City of Robert Lee	Ground Storage Tank Recoat	0.25 MG	Ground	Welded Steel
2015	Tuscola Taylor County WCID #1	Elevated Storage Tank Recoat	0.075 MG	Multi-Leg Elevated	Welded Steel
2014	Zephyr WSC	Hwy 183 Standpipe	0.115 MG	Standpipe	Welded Steel
2014	Zephyr WSC	FM 1467 Pump Station - Ground Storage Tank	0.045 MG	Ground	Welded Steel
2014	Millersview-Doole WSC	FM 1929 Ground Storage Tank	0.5 MG	Ground	Bolted Steel



# Pump Station & Tank Experience

## ELMDALE PUMP STATION | CITY OF ABILENE

Location: Abilene, Texas  
 Date of Completion: 2018  
 Original Budget: \$1,520,000  
 Construction Cost: \$1,648,600



### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.

### REFERENCE:

City of Abilene  
 Rodney Taylor, Director of  
 Water Utilities  
 (325) 676-6452

**Project Description:** Engineering design and construction administration for the installation of 9 MGD pump station and 500,000-gallon welded steel ground storage tank.

## SALT CREEK PUMP STATION | CITY OF EARLY / ZEPHYR WSC

Location: Early, Texas  
 Date of Completion: 2014  
 Original Budget: \$2,200,000  
 Construction Cost: \$2,378,400



### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.



**Project Description:** Engineering design and construction administration for the Installation of 8 MGD pump station and 2.0 MG wire-wound, pre-stressed concrete ground storage tank.

### REFERENCE:

City of Early  
 Tony Aaron, City Manager  
 (325) 643-5451



## BROOKESMITH PUMP STATION | COLEMAN COUNTY SUD

Location: Santa Anna, Texas  
 Date of Completion: 2009  
 Construction Cost: \$1,560,000



### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.

**Project Description:** Engineering design and construction administration for the installation of a 2 MGD pump station and 1.0 MG wire-wound, pre-stressed concrete ground storage tank.

**REFERENCE:**  
 Coleman County SUD  
 Travis Rhoads, General Manager  
 (325) 625-2133

## FIVE POINTS BUSINESS PARK GROUND STORAGE TANK REHABILITATION | CITY OF ABILENE

Location: Abilene, Texas  
 Date of Completion: 2015  
 Construction Cost: \$2,182,900



### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.

**Project Description:** Engineering design and construction administration for the re-construction of the roof and recoating of the interior and exterior of a 7.5 MG welded steel ground storage tank.

**REFERENCE:**  
 City of Abilene  
 Rodney Taylor, Director  
 of Water Utilities  
 (325) 676-6452



## BUFFALO GAP ELEVATED TANK REHABILITATION | CITY OF ABILENE

Location: Abilene, Texas  
 Date of Completion: 2019  
 Original Budget: \$950,000  
 Construction Cost: \$768,500



**REFERENCE:**  
 City of Abilene  
 Rodney Taylor, Director  
 of Water Utilities  
 (325) 676-6452

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.

**Project Description:** Engineering design and construction administration for the rehabilitation of a 1.0 MG welded steel multi-legged elevated storage tank including structural repairs and recoating of interior and exterior of tank.

## NEW ELEVATED TANK | MILLERSVIEW-DOOLE WSC

**Project Description:** Engineering design and construction administration for the installation of a new 0.5 MG elevated storage tank and incidentals

**Owner:** Millersview-Doole Water Supply Corporation

**Design Start Date:** February 2008

**Design CD's Completion Date:** May 2008

**Construction Start Date:** June 2008

**Construction Completion Date:** February 2009

**Project Completed:** On Schedule



## NEW GROUND STORAGE & ELEVATED TANK | BROOKESMITH SUD

**Project Description:** Engineering design and construction administration for the installation of a new 2.0 MG welded steel ground storage tank, a 0.5 MG elevated storage tank, and incidentals

**Owner:** Brookesmith SUD

**Design Start Date:** February 2000

**Design CD's Completion Date:** March 2001

**Construction Start Date:** April 2001

**Construction Completion Date:** September 2001

**Project Completed:** On Schedule





# Texas Department of Agriculture Projects

Funding Cycle	Program	Client	Project Description	Population
2020/2021	CDBG	City of Azle	Locust Street Channel Improvements	14,289
2019/2020	DRP	City of Mineral Wells	Downtown Renovation Project	15,447
2019/2020	DRP	City of Stephenville	Sidewalk and Paving Improvements	21,990
2019/2020	CDBG	City of Ropesville	Lift Station Improvements	434
2019/2020	CDBG	City of Moran	Sewer System Improvements	270
2019/2020	CDBG	City of Rotan	Water Supply Line	1,508
2019/2020	CDBG	City of Lorenzo	Lift Station Improvements	1,147
2019/2020	CDBG	City of Bronte	Water Line Improvements	995
2019/2020	CDBG	City of Cross Plains	Water Line Replacement	989
2019/2020	TCF	City of Keene	Paving Improvements	6,106
2019/2020	CDBG	City of Granite Shoals	Water Treatment Improvements	4,910
2019/2020	CDBG	City of Rising Star	AMR Water Meter System	829
2019/2020	CDBG	City of De Leon	Public Infrastructure Improvements	2,246
2019/2020	DRP	City of Mineral Wells	Sidewalk Improvements	15,447
2019/2020	CDBG	City of Mingus	Water Improvements	235
2019/2020	CDBG	City of Munday	AMR Water Meter System	1,273
2019/2020	CDBG	City of Dublin	Sewer System Improvements	3,654
2019/2020	CDBG	City of Azle	Channel Improvements	14,289
2019/2020	CDBG	City of Gordon	Water Improvements	478
2019/2020	DRP	City of Grandview	Downtown Revitalization	1,753
2019/2020	DRP	City of Post	Sidewalk Design	5,547
2017/2018	CDBG	City of Anson	Wastewater Treatment Plant Improvements	2,430
2017/2018	CDBG	City of Wellman	Water Distribution Improvements and Water Well Rehab	203
2017/2018	CDBG	City of Wolfe City	TDA Public Infrastructure Improvements Water System Interconnection	1,412
2017/2018	CDBG	Concho County	Millersview Doole SUD Water Well	4,276
2017/2018	CDBG	City of Azle	Bailey Street Improvements	14,289
2019/2020	CDBG	Haskell County	Paint Creek WSC – Water Line Improvements	5,813
2017/2018	CDBG	City of San Saba	Pump Station & Water Well Improvements	3,158
2017/2018	CDBG	City of Gustine	Pump Station Improvements	455
2017/2018	CDBG	North San Saba WSC	San Saba County Water Line Replacement	6,054
2017/2018	CDBG	McCulloch County	Wastewater Treatment Plant Improvements	7,987
2017/2018	CDBG	City of Electra	Elevated Storage Tank Improvements	2,791
2017/2018	DRP	City of Goldthwaite	Sidewalk Improvements	1,878
2017/2018	CDBG	City of Rule	Wastewater Treatment Plant Improvements	636
2017/2018	CDBG	City of Goldthwaite	Water Line Replacement	1,878
2017/2018	CDBG	City of Goree	Sewer Line Replacement	203
2017/2018	CDBG	City of Lawn	Water Line Replacement	315
2017/2018	CDBG	City of Melvin	Elevated Storage Tank Improvements	178
2015 / 2016	CDBG	City of Azle	Wilshire Avenue Drainage Improvements	13,258





# Texas Water Development Board Projects

Year	Program	Client	Project Description	Population
2018	DWSRF	Barton WSC	Water System Improvements	891
2018	DWSRF	City of Ballinger	DWSRF Phantom PAD	3,774
2018	DWSRF	City of Bangs	Water System Improvements	1,603
2018	CWSRF	City of Colorado City	WWTP Improvements	4,146
2018	DWSRF	City of Gordon	Water System Improvements	478
2018	DWSRF	City of Gorman	Water System Improvements	1,083
2018	DWSRF	City of Lawn	AMR Metering System and Water System Improvements	353
2018	DWSRF	City of Lueders	AMR Metering System and Water System Improvements	346
2018	CWSRF	City of Ranger	Wastewater Treatment Plant Improvements	2,468
2018	DWSRF	City of Seymour	Reverse Osmosis Water Treatment Plant Improvements	2,740
2018	DWSRF	Holiday Beach WSC	Hurricane Harvey Water System Repairs	2,190
2017	DWSRF	City of Gorman	Water System Improvements	1,032
2017	DWSRF	City of Melvin	Radium Removal	177
2017	DWSRF	Morton Valley WSC	Waterline Replacement	350
2017	CWSRF	City of Willow Park	New Wastewater Treatment Plant	5,146
2017	CWSRF	City of Strawn	Groundwater Supply Line Improvements	649
2017	CWSRF	City of Willow Park	Water System Improvements	5,146
2017	DWSRF	Bluegrove WSC	Tank Rehab and Meter Replacement	75
2017	CWSRF	City of Comanche	Wastewater Treatment Plant Improvements	4,206
2017	DWSRF	City of San Saba	Water System Improvements	3,126
2017	DWSRF	City of Azle	Main Street Water Line Replacement	12,064
2017	DFUND	City of Early	Elevated Tank Recoat	2,991
2017	TWDB	City of Ranger	Water Urgent Need	2,456
2017	DWSRF	City of Goldthwaite	Water & Sewer Extensions for Annexation	1,867
2017	RWAF	Zephyr WSC	Waterline Improvements	4,446
2016	CWSRF	City of Early	New Wastewater Treatment Plant	2,991
2016	DWSRF	City of Carbon	Water System Improvements	267
2015	VSS	City of O'Brien	Pump Station Rehabilitation	104
2015	RWAF	Bitter Creek WSC	Well Water Supply	2,841
2015	DWSRF	City of Willow Park	Phase I Water Distribution Improvements	4,971
2015	DWSRF	North Central TX MWA	Water Treatment Plant	9,398
2015	DWSRF	City of Goldthwaite	San Saba Raw Water Supply Line	1,858
2015	DFUND	City of Early	Salt Creek Pump Station	2,827
2014	RWAF	U&F WSC	Well Field Development	475



## USDA Projects

Year	TWDB Program	Client	Project Description
2019	USDA / RD	Fort Griffin SUD	Water Line Improvements
2018	USDA / RD	City of Coleman	Water Treatment Plant
2018	USDA / RD	City of Strawn	Groundwater Supply
2018	USDA / RD	City of Tye	Water Distribution Improvements
2018	USDA / RD	Coleman County SUD	Phase 8 Water System Improvements
2018	USDA / RD	Ira WSC	Elevated Storage And Water System Improvements
2018	USDA / RD	Morton Valley WSC	Water System Improvements
2018	USDA / RD	S.U.N. WSC	Water System Improvements
2016	USDA / RD	City of Baird	New Wastewater Treatment Plant
2016	USDA / RD	City of Dublin	Wastewater Improvements
2016	USDA / RD	Knox County Rural WSC	Water System Improvements
2016	USDA / RD	Millersview-Doole WSC	Water System Improvements
2016	USDA / RD	Millersview-Doole WSC	Water System Improvements
2016	USDA / RD	Town of Buffalo Gap	Water Line Improvements
2015	USDA / RD	City of Comanche	Water System Improvements
2015	USDA / RD	Stephens Regional SUD	Phase 2 Water System Improvements
2015	USDA / RD	Tom Green County FWD #2	Water System Improvements Phase II
2015	USDA / RD	Zephyr WSC	Water System Improvements
2014	USDA / RD	Parker County SUD	Water System Improvements
2014	USDA / RD	Study Butte WSC	Well #1 Rehabilitation
2014	USDA / RD	Tom Green County FWD #2	Water System Improvements Phase I
2013	USDA / RD	Brookesmith SUD	Water System Improvements
2012	USDA / RD	City of Anson	Westside Sewer System Improvements
2012	USDA / RD	City of Gordon	Wastewater Collection
2012	USDA / RD	North Runnels WSC	Water System Improvements
2012	USDA / RD	Parker County SUD	Water System Improvements
2011	USDA / RD	Fort Griffin SUD	Water System Improvements
2011	USDA / RD	North Runnels WSC	Storage Tank Construction
2010	USDA / RD	City of Anson	Wastewater Treatment Plant
2010	USDA / RD	City of Gordon	Sewer Collection System and WWTP Improvements
2010	USDA / RD	Coleman County SUD	Coleman County SUD Pump Station
2010	USDA / RD	Coleman County SUD	Water System Improvements
2008	USDA / RD	City of Electra	Ground Storage Tank and Pump Station
2007	USDA / RD	City of Electra	Treated Water Supply Improvement
2005	USDA / RD	City of Electra	Ground Storage Tank and Pump Station
2004	USDA / RD	Brookesmith SUD	Water Distribution System Improvements



# Water & Wastewater Treatment Experience

## PACKAGE WASTEWATER TREATMENT PLANT | CITY OF WILLOW PARK

Location: Willow Park, TX  
 Date of Completion: 2018  
 Original Budget: \$2,259,284  
 Construction Cost: \$2,108,547



**JM Project Team:**

Project Format: Design/Bid/Build  
 Firm’s Role: Design/Construction  
 Management/Permitting

Project Manager: Derek Turner, P.E.  
 Design Engineer: Derek Turner, P.E.

**Project Description:** 0.5 MGD conventional, activated sludge, package wastewater plant  
 The project included procurement of turnkey aeration, clarification, filtration, and disinfection equipment as well as appurtenances and site contracts.

## NEW WASTEWATER TREATMENT PLANT | CITY OF EARLY

Location: Early, Texas  
 Date of Completion: 2018  
 Original Budget: \$8,365,000  
 Construction Cost: \$5,311,148

**JM Project Team:**

Project Format: Design/Bid/Build  
 Firm’s Role: Design/Construction  
 Management/Permitting

Project Manager: Ken Martin, P.E.  
 Design Engineer: Ken Martin, P.E.

**Project Description:** 0.475 MGD wastewater facility  
 The project included the construction of a facultative lagoon, stabilization pond, and irrigation holding pond as well as a center pivot, land irrigation system, lift station, and appurtenances.





## NEW WASTEWATER TREATMENT PLANT | CITY OF BAIRD

Location: Baird, Texas  
Date of Completion: 2018  
Construction Cost: \$ 2,860,000

### JM Project Team:

Project Format: Design/Bid/Build  
Firm's Role: Design  
Project Manager: Allen Phillips, P.E.  
Design Engineer: Allen Phillips, P.E.



**Project Description:** Project is a 250,000 gpd facultative lagoon WWTP pond system

## NEW WASTEWATER TREATMENT PLANT | CITY OF COMANCHE

Location: Comanche, Texas  
Date of Completion: 2016  
Original Budget: \$1,071,500  
Construction Cost: \$750,000

### JM Project Team:

Project Format: Design/Bid/Build  
Firm's Role: Design/Construction  
Management/Permitting

Project Manager: Derek Turner, P.E.  
Design Engineer: Eddie Aguilar, P.E.



**Project Description:** Renovation of a 0.595 MGD wastewater treatment plant. The project included the construction of two new clarifiers, sludge drying beds, electrical, and appurtenances.



## MEMBRANE WATER TREATMENT PLANT | NORTH CENTRAL TEXAS MUNICIPAL WATER AUTHORITY

Location: Munday, Texas  
Date of Completion: 2017  
Original Budget: \$5,650,000  
Construction Cost: \$3,815,000

### JM Project Team:

Project Format: Design/Bid/Build  
Firm's Role: Design  
Project Manager: Kirt Harle, P.E.  
Design Engineer: Kirt Harle, P.E.



**Project Description:** 4.0 MGD Surface Treatment Plant Improvements  
The project included a pilot study of multiple membrane filtration vendors and construction of a 4.0 MGD membrane filtration system for the existing WTP. The project was successfully completed in 2017.

**REFERENCE:**  
NCTMWA  
David Kuehler, Manager  
(940) 422-4051

## NEW ULTRAFILTRATION WATER TREATMENT PLANT | CITY OF COLEMAN

Location: Coleman, Texas  
Date of Completion: 2021  
Construction Cost: \$8,000,000

### JM Project Team:

Project Format: Design/Bid/Build  
Firm's Role: Design  
Project Manager: Allen Phillips, P.E.  
Design Engineer: Allen Phillips, P.E.



**REFERENCE:**  
City of Coleman  
Diana Lopez  
City Manager  
(325) 625-5114

**Project Description:** 4.5 MGD Surface Treatment Plant Improvements  
The project included a pilot study of multiple membrane filtration vendors and construction of a 4.5 MGD membrane ultrafiltration system and new Water Treatment Plant. The project also included the construction of a new high service pump station as well as a new chemical storage facility. The expected completion is 2021.



## WATER TREATMENT PLANT | CITY OF ANDREWS

Location: Andrews, Texas  
 Date of Completion: 2015  
 Original Budget: \$6,061,130  
 Construction Cost: \$6,212,650



### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Brice Campbell, P.E.  
 Architect: Jerry Ramsey, P.E., R.A.  
 MEP Engineer: Justin Helms, E.I.T.

**REFERENCE:**  
 City of Andrews  
 Steve Eggleston, City Manager  
 (432) 523-4820

**Project Description:** 7.2 MGD Groundwater Treatment Plant with future expansion to 10.8 MGD. Facility removes arsenic and fluoride with activated alumina adsorption and filtration.

## CITY OF SEMINOLE REVERSE OSMOSIS TREATMENT PLANTS | GAINES COUNTY WATER COMPANY

Location: Seminole, Texas  
 Date of Completion: 2015

### JM Project Team:

Project Format: Design/Bid/Build  
 Firm's Role: Design  
 Project Manager: Kirt Harle, P.E.  
 Design Engineer: Kirt Harle, P.E.  
 Design Architect: Jerry Ramsey, P.E., R.A.  
 MEP Engineer: Jerry Ramsey, P.E., R.A.



**Project Description:** Engineering design and construction administration for three reverse osmosis treatment plants for arsenic and fluoride removal (total Capacity of treatment 3.0 MGD)

**REFERENCE:**  
 Scott Ahlstrom  
 (512) 925-3603



# Materials Testing and Engineering

## Project Example

### CATCLAW DRIVE RECONSTRUCTION PROJECT | CITY OF ABILENE

Location: Abilene, Texas  
Date of Completion: 2016

#### JM Project Team:

Project Format: Design  
Firm's Role: Design/Materials  
Project Manager: Barry Fowlkes, P.E.



**Project Description:** Remove existing hot mix pavement, and rework existing base and subbase courses. Lay Type C and D hot mix asphalt courses. Site concrete work was also included, like curb and gutter, sidewalks etc.

## Scope of Services Provided on Example Projects

### SOILS:

- Field Sampling
- Atterberg Limits
- Sieve Analysis
- Developed Moisture Density Curves
- Field Compaction Tests of the soils



### CONCRETE:

- Sampling Freshly Mix Concrete
- Temperature of Concrete
- Slump Test of Concrete
- Entrained Air Content of Concrete
- Made and Cured Concrete Test Specimens
- Tested Compressive Strength Concrete Specimens

### ASPHALT PAVING:

- Sampling Hot Mix Pavement
- Rice Theoretical Specific Gravity of HMA
- Established Roller Patterns for HMA using Nuclear Density Gauge
- Drilled core samples
- Laboratory Density of Compacted HMA samples



# Certifications

Barry Fowlkes, P.E., C.T., S.E.T.

- Registered Professional Engineer in Texas
- Certified Engineering Technologist, CT
- Certified Senior Engineering Technician, S.E.T., Level IV, Asphalt, Concrete, Soils

Employee	Certification	Issuing Agency
<b>NICET</b>		
Barry Fowlkes	Certified Engineering Technologist in Civil Engineering, C.T.	NICET
Barry Fowlkes	Certified Senior Engineering Technician, Level IV Asphalt	NICET
Barry Fowlkes	Certified Senior Engineering Technician, Level IV Concrete	NICET
Barry Fowlkes	Certified Senior Engineering Technician, Level IV Soils	NICET
<b>American Concrete Institute</b>		
Blake Steen	Concrete Field Testing Technician – Grade 1	ACI
Hunter Bergeron	Concrete Field Testing Technician – Grade 1	ACI
Jake Trotter	Concrete Field Testing Technician – Grade 1	ACI
Jake Trotter	Concrete Strength Testing Technician	ACI
Steve Romero	Concrete Field Testing Technician – Grade 1	ACI
Chase Mann	Concrete Field Testing Technician – Grade 1	ACI
Nick Ramos	Concrete Field Testing Technician – Grade 1	ACI
<b>Nuclear Density/Moisture Gauge</b>		
Barry Fowlkes	Nuclear Gauge Safety Certification	Component Sales
Barry Fowlkes	Nuclear Gauge Radiation Safety Officer Training	Component Sales
Blake Steen	Nuclear Gauge Safety Certification	Troxler
Steve Romero	Nuclear Gauge Safety Certification	Troxler
Jake Trotter	Nuclear Gauge Safety Certification	Troxler
Chase Mann	Nuclear Gauge Safety Certification	Troxler
Brendon Day	Nuclear Gauge Safety Certification	Troxler
Kevin Allen	Nuclear Gauge Safety Certification	Troxler
Landon Jones	Nuclear Gauge Safety Certification	Troxler
Nick Ramos	Nuclear Gauge Safety Certification	Troxler
<b>Hazmat Certification</b>		
Barry Fowlkes	Hazmat Certification	Component Sales
Blake Steen	Hazmat Certification	Troxler
Jake Trotter	Hazmat Certification	Troxler
Steve Romero	Hazmat Certification	Troxler
Kevin Allen	Hazmat Certification	Troxler
Landon Jones	Hazmat Certification	Troxler
Brendon Day	Hazmat Certification	Troxler
Chase Mann	Hazmat Certification	Troxler
Nick Ramos	Hazmat Certification	Troxler





## GIS Mapping and Asset Management

CLIENT	PROJECT DESCRIPTION	POPULATION
<b>MUNICIPALITIES</b>		
City of Andrews	Web-based Geographic Information System Work Flow Management System	13,574
City of Big Spring	Web-based Geographic Information System Work Flow Management System	28,532
City of Brownwood	Web-based Geographic Information System	19,153
City of Clyde	Web-based Geographic Information System	3,842
City of Coleman	Web-based Geographic Information System	4,431
City of Colorado City	Web-based Geographic Information System	4,001
City of Comanche	Web-based Geographic Information System	4,206
City of Dublin	Web-based Geographic Information System	3,626
City of Early	Web-based Geographic Information System	2,991
City of Fort Stockton	Web-based Geographic Information System	8,515
City of Goldthwaite	Web-based Geographic Information System Work Flow Management System	1,867
City of Granite Shoals	Web-based Geographic Information System	5,117
City of Haskell	Web-based Geographic Information System	3,192
City of Mineral Wells	Web-based Geographic Information System Work Flow Management System	17,450
City of Monahans	Web-based Geographic Information System	7,638
City of Snyder	Web-based Geographic Information System	7,638
City of Springtown	Web-based Geographic Information System	3,223
Town of Argyle	Web-based Geographic Information System	4,006
Town of Buffalo Gap	Web-based Geographic Information System	468
<b>WATER DISTRICTS</b>		
Brookesmith SUD	Web-based Geographic Information System	13,765
Brown County WID 1	Web-based Geographic Information System Work Flow Management System	36,292
Coleman County SUD	Web-based Geographic Information System	5,000
Fort Belknap WSC	Web-based Geographic Information System	5,235
Potosi WSC	Web-based Geographic Information System	7,011
Reeves County	Web-based Geographic Information System	15,281
Richland SUD	Web-based Geographic Information System	2,000
Steamboat Mountain WSC	Web-based Geographic Information System	7,724



INTEGRITY  
EXCELLENCE  
TRUST

# Section 5: Additional Information



info@jacobmartin.com  
www.jacobmartin.com



3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

1508 Santa Fe, Suite 203  
Weatherford, TX 76086  
817.594.9880

4920 S. Loop 289, Suite 104  
Lubbock, TX 79414  
806.368.6375



## Client References

Client	Contact	Phone/Email
City of Big Spring	Mr. John Medina Assistant City Manager	432-264-2345
City of Cross Plains	Ms. Debbie Gosnell City Administrator	254-725-6114 deb@crossplains.org
City of Early	Mr. Tony Aaron City Administrator	325-643-5451 taaron@earlytx.net
City of Coleman	Ms. Diana Lopez City Manager	325-625-5114
City of San Saba	Mr. Stan Weik City Manager	325-372-5144
City of Goldthwaite	Mr. Rob Lindsey City Manager	325-648-3186
City of Willow Park	Mr. Bryan Grimes City Manager	806-773-6116
City of Snyder	Mr. Merle Taylor City Manager	325-573-4957 mtaylor@ci.snyder.tx.us
Brookesmith SUD	Steve Adams Manager	325-646-5731
Ft. Griffin SUD	Mark Gardenhire Manager	325-762-2575
SUN SUD	Finley Barnett Manager	325-668-8082
Potosi WSC	Tom Cowley Manager	325-529-3269
Steamboat Mountain WSC	Billy Lodermeier Manager	325-554-7454
Coleman County SUD	Travis Rhoads Manager	325-647-2222
Cross Plains Independent School District	Mr. Dade Cosby Superintendent	254-725-6121 dcosby@cplains.esc14.net
Hardin Simmons University	Mr. Andrew Briscoe Construction Manager	325-670-1692 andrew.briscoe@hsutx.edu
Abilene Independent School District	Mr. Scott McLean Asst. Supt. for Operations	325-677-1444 scott.mclean@abileneisd.org
Abilene Youth Sports Authority	Mr. Brandon Osborne Executive Director	325-692-2972



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item 13.**  
08/09/2021

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 have ADDITIONAL INSURED provisions or 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> CBS Insurance 3005 South Treadaway Blvd Abilene TX 79602		<b>CONTACT NAME:</b> Morgan Anderson, CISR <b>PHONE (A/C, No, Ext):</b> (325) 695-0222 <b>FAX (A/C, No):</b> (325) 695-0228 <b>E-MAIL ADDRESS:</b> manderson@cbsins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Acuity Insurance	<b>NAIC #</b> 14184
		<b>INSURER B:</b> Texas Mutual Insurance Company	22945
		<b>INSURER C:</b> QBE Insurance Corporation	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES CERTIFICATE NUMBER: 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.

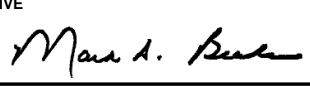
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZH3603	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZH3603	12/01/2020	12/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 2,500
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			0001185875	12/01/2020	12/01/2021	EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	0001185875	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input checked="" 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			ANE61401-02	08/08/2021	08/08/2022	Per Claim \$2,000,000 Aggregate \$2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

The general liability, business auto and umbrellas 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. General Liability, Auto Liability and Workers Compensation policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation status to the cert holder only when there is a written contract between the named insured and the certificate holder that requires such status.

**CERTIFICATE HOLDER**

**CANCELLATION**

FOR INFORMATION ONLY	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 
----------------------	--



### Entity Information Search Results 1 Total Results

**Filter by:**

Keyword	Status
128010667	Active

Jacob & Martin, Ltd. ● Active

[Entity Registration](#)



**Unique Entity ID:** 128010667

**Physical Address:**

3465 Curry Ln  
Abilene, TX  
79606 USA

**Expiration Date:**

Jul 26, 2022



**Unique Entity ID:** CTY8LEQ1XA15

**Purpose of Registration:**

All Awards

**CAGE/NCAGE:** 5TYQ2

## Certification Regarding Lobbying

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, JACOB | MARTIN, LLC , 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

Kirt Harle, P.E. - Principal Engineer and Vice President  
Printed Name and Title of Contractor's Authorized Official

10/28/2021  
Date

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

# FORM CIQ

**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.**

JACOB & MARTIN, LLC

**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.**

N/A

\_\_\_\_\_

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?

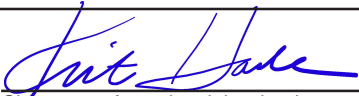
Yes       No

**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**



Signature of vendor doing business with the governmental entity

10/28/2021

Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

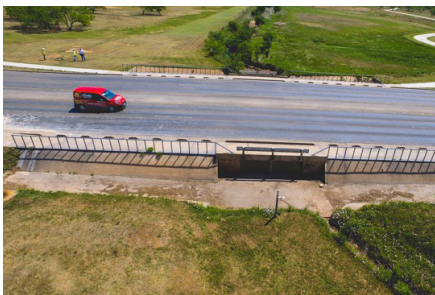
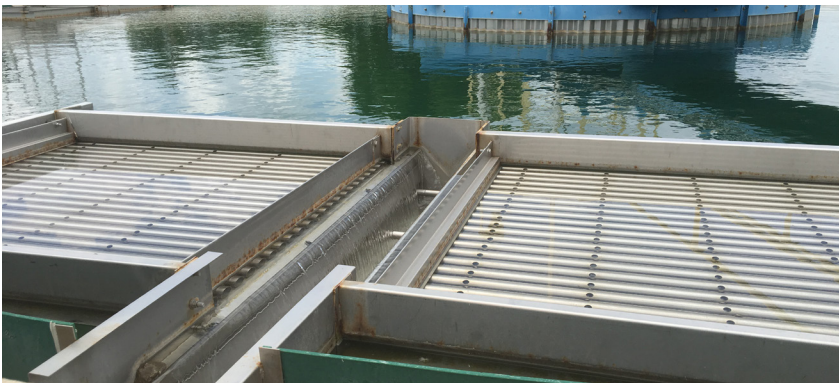
(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.





# Statement of Qualifications

## City of Breckenridge

### Request for Qualifications for Engineering Services ARP Act of 2021 CLFRF

October 28, 2021



402 Cedar Street  
Abilene, Texas 79601  
325.698.5560 tel 325.690.3240 fax  
www.e-ht.com

Abilene | Lubbock | Granbury  
PE Firm Registration No. 1151  
PG Firm Registration No. 50103  
RPLS Firm Registration No. 10011900

October 28, 2021

City of Breckenridge  
Attn: Bob Sims  
Mayor  
105 N Rose Avenue  
Breckenridge, Texas 76424

**Re: RFQ for Engineering Services  
American Rescue Plan (ARP) Act of 2021 Coronavirus Local Fiscal Recovery Fund (CLFRF)**

Dear Mayor Sims:

Enrotec / Hibbs & Todd, Inc. (eHT) is pleased to submit the qualifications of our firm to the City of Breckenridge for consideration as your engineer for the ARP CLFRF Projects. We look forward to the opportunity to work with you. We have served many communities, including the City of Sweetwater, over the past 30-plus years as we have highlighted in this Statement of Qualifications. We believe we are the right team to assist you in reaching your goals and appreciate your time and consideration.

eHT understands the exact scope of work to be performed under this contract. We confirm that we are a registered professional engineering firm in Texas and have not had a record of substandard work within the last five years or ever. Additionally, eHT has not engaged in any unethical practices within the last five years or ever.

We feel that our team is best suited to assist the City of Breckenridge. Should additional information be desired, please don't hesitate to contact me at (325) 698-5560.

Sincerely,

**Enrotec / Hibbs & Todd, Inc.**



Sage Diller, PE  
Associate Vice President

*Environmental, Civil & Geotechnical Engineers*

**Abilene Office**  
402 Cedar  
Abilene, Texas 79601  
P.O. Box 3097  
Abilene, Texas 79604  
325.698.5560 | 325.690.3240 fax

**Lubbock Office**  
6310 Genoa Avenue, Suite E  
Lubbock, Texas 79424  
806.794.1100 | 806.794.0778 fax

**Granbury Office**  
1310 Weatherford Highway, Suite 116  
Granbury, Texas 76048  
682.498.6000 | 682.498.6293 fax

[www.e-ht.com](http://www.e-ht.com)

PE Firm Registration No. 1151  
PG Firm Registration No. 50103  
RPLS Firm Registration No. 10011900

# Table of Contents

## About eHT

- Firm Profile
- Client Vision Statement
- Funding Objectives & Sources
- Company Principals
- Client Benefits
- eHT Services

## Experience

- Funded Project Experience
- Relevant Experience
- Schedule and Budget History

## Capacity to Perform

- Organizational Chart
- Resources
- Key Personnel

## Work Performance

- Regional Funded Projects
- Ability to Meet Schedules
- Community Service Projects
- Federally Funded Construction Projects
- Cost Control
- Labor Resources
- Quality of Work
- Project Approach

## Appendix

- Forms

# About eHT

## Enprotec / Hibbs & Todd, Inc.

eHT OFFICES	ADDRESS	PHONE
ABILENE	402 Cedar Abilene, TX 79601	325-698-5560
LUBBOCK	6310 Genoa Ave., Ste. E Lubbock, TX 79424	806-794-1100
GRANBURY	1310 Weatherford Highway, Suite 116 Granbury, TX 76048	982-498-6000
PE Firm Registration No. 1151      www.e-ht.com		

Enprotec / Hibbs & Todd, Inc. (eHT) is a civil, municipal, environmental and geotechnical engineering firm with offices in Abilene, Granbury and Lubbock in the State of Texas. Our staff consists of engineers, surveyors, geologists, scientists, construction material lab technicians and field operations professionals.



Our success is based on enduring partnerships with our clients. eHT professionals bring a solid foundation of expertise and innovation to each client's project.

### Client Vision Statement

Our goal is to be an organization where we attract clients with whom we can create enduring relationships. We want our clients to feel that we care about them personally and to view our people as being knowledgeable (experts) and honest. We desire to be a "user-friendly" company, providing clear, informative communication and quality work. We define product quality as timely, accurate and complete work. We define service quality as being dependable, trustworthy and confident in our work.

eHT is a forward-thinking and progressive team of engineers and scientists with deep industry expertise, knowledge and resources. We understand the importance of being a consulting firm that clients can depend on for knowledge and expertise.

**More than 80% of our business comes from repeat clients.** We feel that in order to take care of our clients, we must learn their business. We realize that we are working for you, and for the citizens you serve as well.

*We are in the business of improving community infrastructure while creating sustainable development and preserving some of our most prized natural resources. In essence, we offer engineering solutions with a view for tomorrow.*

With offices serving Texas, our resources are strategically located to meet our clients' need for personal and reliable service. Each of our offices has a unique set of skill sets that complement each other. **We have helped our clients place the past behind them, manage the present and plan for a profitable future.** Our diverse staff of professionals is one of our greatest assets. Our people care about their work and their relationships with clients. From planning to completion, each project is personally handled by people who know our clients and their businesses. Our staff of engineers and professionals provides clients with practical, cost-effective engineering solutions.

eHT PERSONNEL	
Civil, Environmental & Geotechnical Engineers	28
Geologists & Environmental Consultants	3
Construction Materials Testing	4
Operations Specialists	3
Construction Inspectors & Managers	7
Surveyors	6
Technicians	14
Administrative	10
<b>Total Personnel</b>	<b>75</b>

# About eHT

## Funding Objective and Sources

Engineering and construction services funded through the American Rescue Plan Act of 2021 can improve, modernize and expand local resources enabling entities to accommodate current and future needs of the community. eHT has extensive experience with federally-funded projects and processes. You can rely on our services to assist in the application process and you can rely on our expertise to deliver sound engineering projects. Our project team has a long-term record of experience with state and federal funding agency requirements to manage projects without unnecessary delays. An important aspect of working with local governments is understanding the funding mechanisms and programs. eHT has been involved over the past 30-plus years in helping municipalities and counties obtain the necessary funding they need for their public works projects.

We have experience with the following programs and agencies:

- Texas Department of Agriculture (TDA): Community Development Fund (CD), Community Development Block Grant (CDBG), Texas Capital Fund (TCF), Colonia Planning Fund (CPF), Colonia Construction Fund (CFC), Colonia Economically Distressed Areas Program (CEDAP), Planning and Capacity Building Fund (PCB), Disaster Relief Fund (DR), Urgent Need (UN), Small Towns Environment Program (STEP), Renewable Energy Demonstration Pilot Program (REDPP), American Recovery & Reinvestment Act (ARRA), Disaster Recovery, Renewable Energy
- Texas Water Development Board (TWDB): Economically Distressed Areas Program (EDAP), Drinking Water State Revolving Fund (DWSRF), Clean Water State Revolving Fund (CWSRF), Rural Water Assistance Fund, Water Infrastructure Fund, State Participation Program-Regional Water and Wastewater Facilities, Regional Facility Planning Grant Program, Texas Water Development Fund (DFund)
- United States Department of Agriculture Rural Development (USDA-RD)
- Economic Development Administration (EDA)
- North American Development Bank (NADBank)
- South Texas Development Council (STDC)
- Texas Department of Transportation (TxDOT)
- Texas Parks and Wildlife Department (TPWD)

## Company Principals

Scott F. Hibbs, PE	President
David Todd, PE, RPLS	Executive Vice President
Keith P. Kindle, PE	Chief Operations Officer
Bob Benham	Chief Financial Officer
Scott D. Hay, PE	Vice President
Scott Yungblut, PE	Vice President
Jordan S. Hibbs, PE	Vice President
Joshua L. Berryhill, PE	Vice President & Technical Director
Sage Diller, PE	Associate Vice President
Chris Hay, PE	Associate Vice President

## Client Benefits

eHT Offers	Benefits to the Client
High Senior Staff Interaction	Appropriate Attention to Project Needs and Goals
Regional Offices	Higher Personal Interaction and Responsiveness
Municipal Infrastructure Planning Experience	Solid Advice to the Client on Infrastructure Issues
Low Overhead	Competitive Fees
Engineering-Science-Operations Mix	Efficient and Effective Design and Construction
Broad Services	One Service Contact Point
System Operators on Staff	“User-Friendly” Engineering Design
Regulatory Agency Relationships	Proactive Planning for Regulations and Programs that Impact the City
Funding Agency Expertise	Efficient and Effective Funding Agency Coordination

We individualize engineering solutions based on:

- Client’s objectives
- Comprehensive evaluations
- Flexible alternatives
- Solutions that are economical
- Facilities that are reliable
- Straightforward operations

# About eHT

## Services

### Water Resources

- Water Supply Planning
- Development of Water Supplies
- Water Transmission / Distribution
- Water Treatment
- Elevated / Ground Storage
- Pump Station Design and Improvements

### Wastewater

- Wastewater Treatment
- Wastewater Collection and Transmission
- Reclaimed Water
- Wastewater Master Planning

### General Civil

- Street, Paving, Grading and Drainage Design
- Land Development
- Stormwater Management
- Park and Trail Design
- Municipal Pool Design
- Athletic Facilities
- Downtown Revitalization and Sidewalk Improvements

### Assessment Services

- Monitoring Programs
- Feasibility Studies
- Risk-Based Assessments
- TRRP Assessments
- Air Quality Sampling
- Water and Soil Sampling
- Subsurface and Groundwater Assessments
- Phase I and II Transaction Assessments
- Indoor Air Quality Assessments
- Pollution Prevention

### Regulatory Compliance

- Process Safety Management
- Risk Management Plans
- Compliance Audits
- Sara Title III Compliance
- Regulatory Agency Interface
- NEPA Environmental Documents

### Solid / Hazardous Waste

- Landfill Design and Permitting
- Solid Waste Planning
- Landfill Construction Quality Control and Assurance
- Soil Liner Evaluations, Inspections and Reports
- Landfill Closure / Post Closure Monitoring
- Hazardous Waste Management Plans
- RCRA Facility Permitting
- TSD Facility Audits
- Air Quality Sampling
- Water and Soil Sampling
- Aquifer Testing
- Soil Vapor Surveys
- Subsurface and Groundwater Assessments

### Permitting

- Domestic Wastewater Permitting
- Industrial Wastewater Permitting
- Air Permitting
- Solid / Hazardous Waste Permitting
- Development of CT Studies for Potable WTPs

### Pollution Prevention Services

- Recycling and Resource Recovery
- Waste Stream Reduction and Alternatives
- Stormwater Management
- Pollution Prevention Plans
- Spill Prevention Control and Countermeasure Plans

### Remediation Services

- Corrective Action Plans
- Feasibility Studies
- Pilot Tests
- Groundwater Recovery
- Implementation of Remedial Technologies such as Vapor Extraction, Bioremediation, Soil Venting, Air Sparging
- Water, Soil and Air Treatment
- Plume Stability Monitoring
- Closure Plans

# About eHT

## Mold Consulting

- Sampling and Testing
- Mold Inspection and Assessment
- Mold Remediation Plans

## Asbestos Consulting

- Building / Facility Surveys
- Condition Assessments
- Bulk Sample Collection
- Preparation of Operation and Maintenance Programs
- Asbestos Abatement Project Design & Specifications
- Asbestos Abatement Contractor Bid Evaluation
- Abatement Monitoring and Administration
- Hazard Awareness Training and Consulting
- OSHA Compliance Consulting
- AHERA Compliance Consulting
- NESHAP Compliance Consulting

## Construction Management and Inspection

- Construction Administration and Management
- Peer Review
- Bidding Support
- Start-up Support
- Construction Support
- Resident Construction Inspection
- Geotechnical Services

## Geotechnical Engineering

- Subsurface Explorations - Borings
- Soil Property Evaluations
- Foundation Recommendations
- Pavement Recommendations
- Roadway and Parking Lot Upgrades
- Airfield Pavements

## Construction Materials Testing

- Material Sampling
- Concrete Mix Design
- Concrete Cylinders and Beams
- Slump Testing
- Air Content Testing
- Plant Inspection
- Moisture Contents
- Atterberg Limits Testing
- Sieve Analysis
- Specific Gravity and Absorption
- Proctor Information
- Field Density Testing
- Core Sampling
- Wet Ball Mill Testing
- Soundness Testing
- Abrasion Testing
- CBR Testing
- Hot Mix Design

## Surveying Services

- Boundary, Topographic, Route, ALTA/ACSM, Plats/Maps
- Topographic
- Route
- ALTA/ACSM
- Plats, Maps and Exhibits

## What our Clients Say

“Your genuine interest in Winters and Runnels County consistently demonstrates your profound and passionate commitment to our entire community. Your display of progressive attributes sparks enthusiasm and positive attitudes that are essential for continued growth and achievement. I believe that our best days are ahead of us. Your participation **KEEPS THE DREAM ALIVE.**”

Alan Hollander

City of Winters  
Former City Manager

# Experience

## Funded Project Experience

<b>City of Abilene</b>	2018 TWDB Water Meter Replacement		
<b>Acton Municipal Utility District</b>	2019 TWDB Wastewater Treatment Plant		
<b>City of Albany</b>	2010 RD Water Treatment Plant		
<b>City of Ballinger</b>	2020 CDBG Paving Improvements 2013 CDBG Wastewater Improvements		
<b>City of Beeville</b>	2018 TWDB WTP Improvements		
<b>City of Big Lake</b>	2020 CDBG Water Line Improvements 2017 CDBG Water System Improvements 2009 CDBG Sewer and Water Improvements		
<b>City of Breckenridge</b>	2021 TWDB Wastewater Improvements 2016 TWDB Wastewater Treatment Plant 2015 TWDB Water Treatment Plant 2014 CDBG Water Line Replacement 2013 TWDB Water Treatment Improvements 2012 TWDB Wastewater Improvements		
<b>City of Brownfield</b>	2018 TDA Downtown Revitalization Project 2018 TWDB Water Treatment Plant 2018 CDBG Paving Improvements 2017 FEMA HGMP Emergency Sirens 2016 TWDB Water Treatment Plant 2014 TWDB WWTP Improvements 2013 TCF Sewer Infrastructure 2012 CDBG Water Improvements 2009 TxDOT Utility Relocation		
<b>City of Coahoma</b>	2021 USDA RD Wastewater Improvements		
<b>City of Cool</b>	2014 CDBG Water System Improvements		
<b>Concho County (Eola WSC)</b>	2013 CDBG Water System Improvements 2011 CDBG Sewer Improvements		
<b>City of Covington</b>	2011 TxDOT Safe Routes to School Project		
<b>Crockett County WCID1</b>	2016 CDBG Sewer Line Improvements 2011 CDBG Sewer System Improvements		
<b>Crosby County (White River MWD)</b>	2012 CDBG Water System Improvements 2011 TWDB Water System & Treatment Improvements 2009 TWDB Water Improvements		
<b>City of De Leon</b>	2013 TWDB Water Treatment Improvements 2011 CDBG Water System Improvements		
<b>Dickens County (Valley WSC)</b>	2013 TWDB Water Treatment Improvements		
<b>City of Eden</b>	2020 CDBG Water Line Improvements 2019 USDA RD Water and Wastewater System Improvements 2015 CDBG Water Line Replacement		
<b>City of Eastland</b>	2018 TWDB Water System Improvements 2017 CDBG WWTP Improvements 2016 TWDB Wastewater Treatment Plant 2010 TWDB Water Distribution Improvements		
<b>Eastland County (ECWSD)</b>	2019 TWDB Water System Improvements 2017 CDBG Water Lines 2010 TWDB Water Improvements		
<b>City of Evant</b>	2016 Water System Improvements 2014 Water System Improvements		
<b>Fisher County</b>	2021 CDBG Water Line Improvements		
<b>City of Glen Rose</b>	2020 CDBG Street and Drainage Improvements 2018 TWDB Collection System Improvements 2016 CDBG Water System Improvements 2013 TWDB Wastewater Treatment Plant		
<b>City of Granbury</b>	2018 TWDB Water Treatment Plant Expansion 2018 TWDB Wastewater Treatment Plant 2017 TWDB Water System Improvements 2016 TWDB Meter Replacement Project 2016 TCF Water System Improvements		
<b>Hawley WSC</b>	2016 CDBG Water System Improvements		
<b>Hood County</b>	2020 CDBG Pump Systems 2015 CDBG Sewer System Improvements 2010 CDBG Water System Improvements		
<b>Irion County</b>	2012 CDBG Paving Improvements		
<b>Johnson County SUD</b>	2019 TWDB Water System Improvements		
<b>Jones County</b>	2016 CDBG Water System Improvements		
<b>LLWSSSC</b>	2013 TWDB Water Treatment Improvements 2017 CDBG Water System Improvements		
<b>City of Loraine</b>	2012 CDBG Water and Sewer Improvements 2010 CDBG Water Standpipe		
<b>City of Malone</b>	2015 TWDB Water System Improvements		
<b>City of Mason</b>	2017 TWDB Water Treatment Project		
<b>City of Mertzton</b>	2012 CDBG Water and Wastewater System 2013 CDBG Water and WW Improvements		
<b>City of Missouri City</b>	2010 TWDB Regional Plan		
<b>City of New Deal</b>	2019 CDBG Water System Improvements 2018 TWDB Water System Improvements		
<b>City of Paducah</b>	2020 TWDB Water System Improvements 2011 TWDB Wastewater Treatment Plant		
<b>Palo Pinto County (LPPA WSC)</b>	2013 TWDB Water Treatment Improvements		
<b>Parker County SUD</b>	2018 TWDB Water System Improvements		



# Experience

<b>Pecos County</b>	2017 CDBG Water Transmission Line 2014 CDBG Water System Improvements 2011 CDBG Water System Improvements
<b>Reagan County (RCWSD)</b>	2010 USDA RD Water System Improvements
<b>Richmond-Rosenberg LGC</b>	2014 TWDB Water Treatment Plant
<b>City of Roma</b>	2020 CDBG Paving Improvements 2017 CDBG Paving Improvements 2015 TWDB Regional Water System Improvements 2012 GLO Disaster Relief Paving 2011 CDBG Paving & Drainage
<b>City of Roby</b>	2014 CDBG Water System Improvements 2009 CDBG Water System Improvements
<b>Rolling Hills Water Service</b>	2016 TWDB Water System Improvements
<b>City of Roscoe</b>	2019 TWDB Water Distribution Improvements 2016 TWDB Wastewater Collection System Improvements 2013 TWDB Wastewater Treatment Improvements 2011 CDBG Sewer System Improvements 2010 TWDB Water Improvements
<b>City of Rule</b>	2010 CDBG Wastewater Improvements 2009 CDBG WWTP Pond Rehab
<b>City of San Angelo</b>	2019 TWDB Groundwater Supply Project
<b>City of Santa Anna</b>	2019 CDBG Wastewater System Improvements
<b>City of Smyer</b>	2014 CDBG Water and Wastewater 2013 TWDB Water System Improvements
<b>City of Snyder</b>	2010 CDBG Water Improvements
<b>City of Sonora</b>	2009 TWDB Wastewater Treatment Plant Improvements 2009 CDBG Wastewater System Improvements 2005 CDBG Elevated Storage Tank Rehab 2005 CDBG Sewer System Improvements 2001 CDBG Water Storage Improvements
<b>City of Spur</b>	2019 CDBG Water and Sewer Improvements 2011 CDBG Wastewater & Water Improvements
<b>City of Stamford</b>	2016 TWDB Water System Improvements 2013 CDBG Water Storage Improvements
<b>City of Stephenville</b>	2009 CDBG Sewer System Improvements
<b>City of Sterling City</b>	2011 CDBG WWTP Improvements
<b>Sutton County</b>	2020 CDBG Wastewater Improvements

<b>City of Sweetwater</b>	2020 TWDB Water System Improvements 2020 TWDB Wastewater System Improvements 2018 CDBG Water Line Replacement 2016 TWDB Water System Improvements 2014 TWDB Water Treatment Improvements 2011 CDBG Sewer System Improvements
<b>City of Texico</b>	2017 CDBG Wastewater System Improvements 2011 CDBG Wastewater System Improvements
<b>ULRMWD</b>	2013 TWDB Water System Improvements
<b>City of Winters</b>	2020 CDBG Wastewater Collection System 2017 CDBG Wastewater Collection Improvements 2017 TWDB Water System Improvements 2014 CDBG Wastewater System Improvements 2014 TWDB Water Treatment Improvements 2010 TWDB WTP Improvements 2009 CDBG Wastewater Lift Station 2009 USDA-RD Water System Improvements

## What our Clients Say

“As the Director of Public Works for the City of Glen Rose, I have had the pleasure of working with eHT on multiple municipal projects. eHT has proven to be a reliable, accurate and professional engineering firm on every City project and I would not hesitate to give them a recommendation.”

**Jim Holder**  
City of Glen Rose  
Public Works Director

# Experience

## Water & Sewer Improvements — City of Big Lake

eHT provided the City of Big Lake, Reagan County, developers, and individuals the necessary engineering services to deal with the many issues that were associated with the rapid growth from an oil boom. eHT provided the City with surveying, planning, design, geotechnical engineering, permitting, construction administration, civil engineering, environmental engineering and inspection services for infrastructure improvements, including water line improvements, sewer collection system expansion, a WWTP expansion and paving improvements. eHT also provided plan review services, assisted in revising ordinances, and provided surveying services for annexation of developing areas targeted by the City for incorporation into the City Limits. eHT assisted numerous companies in site plan development, site utilities and the required extensions or upgrades to the water, sewer and gas systems to serve a specific site.

The City also needed to add to their water distribution system and sewer collection system to accommodate the growth in the City and within their ETJ. Over a year's time, the City and developers installed over 17,000 feet of water and sewer lines. These distribution and collection system improvements were approximately \$1 million.

Contact: Sheri Benson, City Secretary, (325) 884-2511

## Water and Wastewater Improvements — City of Mertzon

An irrigation storage pond was constructed to resolve a write-up of an unlined pond. The City was cited by TCEQ to resolve the problem. Additionally, the residents of a colonia had no potable water source and relied on hauling water for daily use. The labor of hauling water on a daily basis was burdensome on a mostly elderly population of the colonia. eHT provided project management, application assistance and design for the project funded through the Texas Department of Agriculture Community Development Block Grant Program and included replacing an existing floating aerator at the wastewater treatment plant, installing a new municipal water well and electrical controls and approximately 346 linear feet of PVC water line. The project addressed all TCEQ violations at the WWTP and provided first-time water service to the residents in the colonia.

Contact: Michele Wardlaw, City Administrator, (325) 835-5791

## Northeast Water System Improvements — City of Midland

The City of Midland has experienced a large amount of development growth in the northeast section of the water distribution area, defined as north of State Highway Loop 250 and east of Big Spring Street. The City hired eHT to provide professional services to plan and design water system improvements to support existing and expected future water system demands in this portion of the service area. The project includes transmission system improvements to provide water supply from the Water Purification Plant to the area. Additional project elements include pump station improvements and an elevated storage tank to provide storage and pressure in the project area. Distribution system improvements will also be incorporated to connect the existing system with the new elevated storage tank. The project design includes approximately 50,000 linear feet (LF) of 24" transmission piping and 18,000 LF of 30" transmission piping, encased highway boring, air release valves, a 2 MG Elevated Storage Tank (EST) and high service pumps.

Contact: Carl Craig, PE, Utilities Director, (432) 685-7937

## Water and Wastewater Improvements — City of Eden

eHT provided project management, funding application assistance and design for construction of water and sewer infrastructure improvements consisting of the replacement of old dilapidated water distribution piping and sewer collection piping within existing systems for the City of Eden. The project included construction of a low-pressure sewer collection system in lower areas of the system, as well as a lift station on the east side of town. Some portions of the City's water and sewer systems had reached the end of their design life and were no longer capable of reliably serving the residents of the City. Faced with constant pipe repair costs and interrupted service to their customers, the City decided to replace the most problematic sections in the systems. The project also included new lines to loop the water system and increase water availability. The project is utilizing funds through USDA Rural Development and Rural Utilities Service.

Contact: Laura Beeson, City Administrator, (325) 869-2211

# Experience

## Water System Improvements — City of Granbury



eHT provided application support, project management, design and construction phase services for this water system improvement project funded through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Program to implement improvements that account for the new 2.5 MGD water treatment plant (WTP), as well as the future WTP expansion. Project elements include:

- Scout Camp Pump Station and Distribution Improvements consisting of a new pump station, a PRV relocation and 18,600 linear feet of 16-inch water line.
- Hospital and Bridge Crossing Distribution System Improvements consisting of 3,100 linear feet of 12-inch water line, 3,000 linear feet of 8-inch water line and piping improvements.
- Lakewood Hills Distribution System Improvements consisting of 1,500 linear feet of 8-inch water line, a PRV and valve opening and closing.
- North Elevated Tank Distribution System Improvements consisting of 50 linear feet of 12-inch water line.
- Water Treatment Plant Distribution System Improvements consisting of 350 linear feet of 20-inch water line to replace an existing 8-inch water line in the area. The improvement aids the distribution of water leaving the WTP by carrying the water to several water mains along Highway 377. eHT implemented modeling to design these improvements which will drastically enhance the operation of Granbury's potable water distribution system.
- Loop 567 Water Distribution System Improvements consisting of 20,225 linear feet of 12-inch water line that was paid for by project savings from the original project scope above.

Contact: Rick Crownover, PW Director, (817) 573-7030

## Water System Improvements — City of Sweetwater



eHT provided application support, project management, design and construction phase services for this water system improvement project funded through the Texas Water Development Board's (TWDB) Drinking Water State Revolving Fund (DWSRF) Program to create a safer, more reliable and efficient water supply system for the customers of Sweetwater and address regulatory requirements set forth

by the Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ). The project replaced two sets of membranes at the Water Treatment Plant (WTP) that had begun to experience frequent fiber breakages and required on-going repairs. In addition, approximately thousands of feet of water lines in the distribution system that were some of the oldest lines in the system dating back to the 1950s. A multi-phased SCADA replacement system and expansion of the SCADA system is currently being completed.

The existing elevated storage tank (EST) had surpassed the end of its design life and it was anticipated that rehabilitation would be more costly than replacement due to the structural repairs and tank modifications required to obtain compliance with current TCEQ requirements. Thus the City chose to replace the existing EST with a new 750,000 gallon EST. The City's hydraulic water model was utilized to determine proper sizing and location for the new tank.

Additional system improvements include ultrafiltration membrane replacement at the water treatment plant.

Contact: Eddy Campbell, Utilities Director, (325) 235-4166

# Experience

## Water System Improvements — City of Stamford



eHT is providing project management and design for a water system improvement project for the City of Stamford utilizing funding through the TWDB DWSRF. The City’s existing water system consisted of a raw water pump station, transmission pipeline, a conventional water treatment plant (WTP), elevated water storage facility, and distribution pipelines that were originally constructed in the 1950’s.

The project includes replacement of the 15-mile-long, 18-inch diameter raw water transmission main from Lake Stamford to the water treatment plant, with a new 14-inch diameter fusion-welded PVC pipeline.

Future improvements will include rehabilitation of the raw water pump station, replacement of the City’s elevated storage tank, and construction of a new water treatment plant. The water treatment plant project will include construction of a new pre-treatment system, a complete membrane filtration system, a new high service pump station, electrical, controls, and rehabilitation and upgrades to additional components at the plant. Sections of the City’s deteriorated distribution system pipelines will also be replaced to address water losses and improve service to customers.

Contact: Alan Plumlee, City Manager, (325) 773-2591

## What our Clients Say

“The City of Eden has a fantastic partnership with our engineering firm eHT. We are a small City and cannot afford to have staff engineers but we feel as if that is exactly what we have with “our” engineers at eHT. For many years, the City has faced enforcement actions by TCEQ for water quality issues involving radium, and with the help of eHT, we are on the road to compliance. eHT has been invaluable in assisting the City to find funding for much needed projects which include a new water well, water line replacement and the new water treatment plant that will remove the radium. Every step of the way, from funding opportunities to project design, construction and completion, the team at eHT has been very informative and professional. The engineers at eHT go above and beyond and have even returned a frantic Saturday afternoon phone call or two and they always have the best interest of the City at heart. I would highly recommend eHT if you are looking for a full-service engineering firm for any project large or small.”

Celina Hemmeter

City of Eden  
Former City Manager

# Experience

## Water Distribution Improvements — City of Breckenridge

The project included installing water lines, fire hydrants, gate valves and replacement of existing water meters in various locations throughout City limits. eHT prepared the Texas Water Development Board (TWDB) financial application and assisted the City with Agency coordination. Additionally eHT planned, piloted and challenge tested the project. eHT provided permitting support and TCEQ coordination, water supply analysis, property acquisition assistance, surveying services for planning and project management, design and construction administration. eHT developed a hydraulic model of the water system to evaluate the adequacy and performance of the existing and future improvements.

Contact: Houston Satterwhite, Public Works Director, (254) 559-8287

## Water System Improvements — Rolling Hills Shores Water System

The Rolling Hills system was built in 1971 and most of the original pumping, storage and distribution facilities remain in service today. Due to the age of the system and the poor quality of the groundwater, the system has high water losses and numerous violations for TTHMs. The groundwater is high in TDS, Chlorides, Bromides and Iron resulting in high TTHMs and aesthetic issues such as color and taste.

The Rolling Hills system is in disrepair and desperately in need of replacement of all of the major components. eHT provided application assistance, project management and design for this project which including: Addition of treatment facilities for the groundwater to include MF/RO and iron removal; Replacement of approximately 10,100 linear feet of 4-inch and 2-inch waterlines and associated appurtenances; Replacement of 20,000 gallon Steel Bolted Ground Storage Tank; Replacement of 2,000 gallon Hydropneumatic Tank (HPT); Replacement of 5-Hp Pump Station and associated appurtenances; Replacement of the existing Pump House; and, Replacement of current water meters with AMR meters.

Contact: Cherie Rodenburgh, Vice President, (817) 822-2963

## Second Stage Drought Response Project — City of Abilene



eHT provided planning, design, permitting, project management, construction management, resident inspection and O&M services for this project valued at \$105 million. The Hamby Indirect Reuse Project augmented the City’s raw water supply in Lake Fort Phantom Hill; however, the raw water augmentation only offset approximately 25 percent of the City’s daily water demands. The need for a second stage drought response strategy was recognized by City leadership. eHT was tasked to identify and develop the design for necessary improvements to utilize brackish raw water from Possum Kingdom (PK) Lake and desalinate the PK raw water to a sufficient level to match raw water quality from Hubbard Creek Reservoir (Hubbard). Since the City had been forced to reduce raw water usage from Hubbard due to the ongoing drought, the water from PK could be used instead. The project goals included upgrading the existing PK Intake Pump Station owned by the Brazos River Authority, construction of approximately 42 miles of raw water, product water and concentrate pipelines, and the construction of a Raw Water Roughing Facility (RWRF), designed to desalinate raw PK water prior to being sent to Abilene for final, conventional water treatment.

Contact: Rodney Taylor, Utilities Director, (325) 676-6416

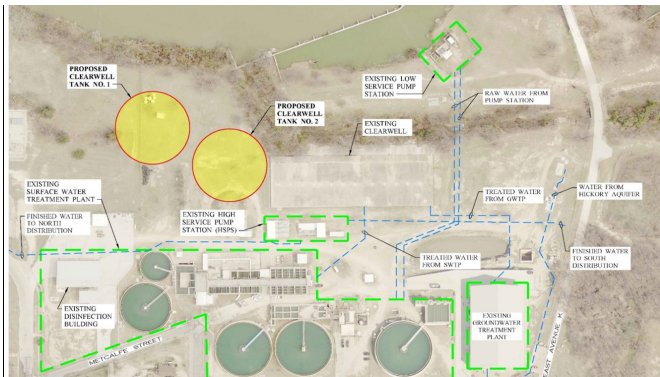
## Bellechase Water Line Project — Acton MUD

The project included 14,000 linear feet of 12-inch PVC water line to complete a major distribution system loop for AMUD. In addition, the project included 12,200 linear feet of 10-inch PVC water line to replace an existing 10-inch line that was deteriorated and leaking. The lines were installed throughout established residential areas within both County Road right of way and private easements..

Contact: Richard English, Manager, (817) 326-4720

# Experience

## Groundwater Supply Expansion — City of San Angelo



The City of San Angelo historically relied on a combination of surface water sources for use in its drinking water supply, but new “drought of record” conditions have severely impacted the available capacity of its surface water supplies. For this reason, the City began identifying and implementing alternative sources of water supply including groundwater from the Hickory Aquifer. Phase I (8 MGD) of the Hickory Aquifer Supply Project was completed by San Angelo in 2011. The City hired eHT to implement Phase II of the Hickory Groundwater Supply Project, which will bring the available supply from this source up to a reliable 12 MGD. Once on-line, new groundwater wells and an expanded groundwater treatment plant designed to remove radionuclides will allow the City to maximize aquifer production to meet potable water demands. In addition to the new groundwater wells and expanded treatment facility, other critical elements of the project include: replacement of an existing clearwell at the City’s water treatment plant; wellfield collection and transmission system expansion and improvements; and, SCADA system improvements.

Contact: Allison Strube, Water Utilities Director,  
(325) 657-4323

## Hogan-Wadley Elevated Storage Tank Improvements — City of Midland

The City of Midland has experienced a large amount of development growth in the northeast section of the water distribution area, defined as north of State Highway Loop 250 and east of Big Spring Street. The City hired eHT to provide professional services to plan and design water system improvements to support existing and expected future water system demands in this portion of the service area. The project included an elevated storage tank to provide storage and pressure in the project area. The project included construction of new yard piping and inlet riser pipe for the EST, including piping, flow control valve, flow meter and appurtenances.

Contact: Carl Craigo, PE, Director of Utilities,  
(432) 685-7937

## Ground Storage Tank — City of Midlothian

The City of Midlothian retained eHT to provide professional design, project management and construction administration of a new 3.0-million-gallon (MG) prestressed concrete ground storage tank (GST) at the Auger Water Treatment Plant (WTP). The project included excavation and backfill for the GST foundation preparation; yard piping to hydraulically connect the GST to the adjacent existing GST; appurtenances and supporting electrical and instrumentation; and all related site and civil work.



Contact: Timothy Walker, Superintendent, (214) 399-5600

# Experience

## Baylor Drive Lift Station Replacement — City of Abilene



eHT was retained by the City of Abilene to provide professional services to design and manage the replacement of an existing wastewater lift station on Baylor Drive in southeastern Abilene. The former lift station was constructed in 1981 with the development of Lytle Shores South Addition and had reached the end of its service life. The project replaced the lift station and force main with components capable of meeting the existing flows, as well as projected future growth within the lift station area.

Contact: Rodney Taylor, Utilities Director, (325) 676-6452

## Wastewater System Improvements — City of Eastland

eHT provided project management, design and construction administration for sewer system improvements including replacement of approximately 2,600 linear feet (LF) of 8-inch sewer force main, pipe bedding, pavement repair, combination vacuum/air relief valves and associated appurtenances. The project included construction of 10-inch PVC force main via open-cut excavation including granular pipe bedding, valves and pavement replacement along South Broughter Street, from East Sodosia Street south to the wastewater treatment plant (WWTP). The project included funding through the Texas Community Development Block Grant Program administered by the Texas Department of Agriculture (TDA).

Contact: Ron Duncan, City Manager, (254) 629-8321

## Collection System Improvements — City of Roscoe

eHT provided application assistance, planning, design and construction administration of wastewater collection system improvements for the City of Roscoe. The original sewer collection system in Roscoe was installed in the 1940's. The severely dilapidated 6-inch and 8-inch sewer lines that were replaced were installed as part of that original system and constructed of clay tile. The lines had experienced numerous failures, leaks, collapses, and blockages in the past and were difficult for the City to keep operational. The areas that were targeted for replacement were the areas that have the most problems, are the most difficult for the City to repair or replace on their own and are in violation of one or more TCEQ minimum design criteria for sewerage systems. The collection lines were replaced via open-cut trenching with installation of new PVC sewer line. The project included 6,043 linear feet of 8-inch SDR-35 and approximately 710 linear feet of 8-inch SDR-26 PVC gravity sewer line, as well as 37 manholes and appurtenances. The project was funded through the Texas Water Development Board (TWDB) Clean Water State Revolving Fund (CWSRF).

Contact: Cody Thompson, City Manager, (325) 766-3871

## Airport Lift Station — City of Midland

eHT provided project management, design and construction administration for the demolition of an existing lift station and installation of a new lift station, including wetwell, pumps, control, panel, valve vault, valves and piping. The project included installation of 40 linear feet of new 18-inch gravity sewer main and installation of a new fiberglass manhole. The project also included installation of all Airport Lift Station and Midway Lift Station communication equipment.

Contact: Carl Craig, PE, Utilities Director, (432) 685-7937

# Experience

## Sulphur Draw Wastewater System Improvements — City of San Angelo

eHT provided project management, design and construction administration for Sulphur Draw Wastewater System Improvements for the City of San Angelo, which included approximately 1,050 linear feet of 18-inch gravity sewer line to a proposed lift station site, a wastewater lift station, approximately 3,000 linear feet of wastewater force main, force main crossing the Concho River and approximately 2,000 linear feet of trenchless sewer collection system repair.

Contact: Allison Strube, Water Utilities Director, (325) 657-4323

## North Ruth Street Lift Station Replacement — City of Monahans

eHT provided project management and design for the demolition of an existing lift station and installation of a new lift station including wet well, pumps and controls. The project included new electrical service and panels, concrete and fencing, 6-inch sewer force main replacement and 4-foot manhole replacement.

Contact: Rex Thee, City Manager, (432) 943-4343

## Wastewater EDAP Improvements, Phase IV — City of Roma

eHT provided design, project management, construction management and inspection and O&M services for this project which was valued at \$2.75 million. The project was part of the City of Roma’s sewer system program, which included residents in the West side of Roma along FM 650 from US 83 into the Fronton area. The project involved more than 4 ½ miles of sewers and 7 ¾ miles of force main. The system has more than 70 manholes and four sewage lift stations. It included two miles of asphalt paving and one mile of gravel roadway resurfacing. It also supplied over one mile of water line improvement work and 12 “first time” fire hydrants. It provided over 150 “first time” sewer connections and more than 80 “improved water service connections for the residents of west Roma and Starr County.

Contact: Alejandro Barrera, City Manager, (956) 849-1411

## Wastewater System Improvements — City of Winters

The City of Winters received a grant from the Texas Department of Agriculture for the construction of wastewater collection system improvements. The grant utilizes funding allocated under the Texas Community Development Program. The City’s wastewater collection system was originally constructed in the mid- to late-1930’s and consisted of clay pipes ranging in size from 4-inches to 12-inches. The project is located in the south eastern section of the City where the main outfall lines come together prior to the main sewage lift station that pumps all wastewater generated within the City to the wastewater treatment plant. The lift station was experiencing periodic pump failures from the debris that entered the lift station from the sewage collection system. eHT provided design and construction management for a new mechanical screen which was installed to remove debris from the wastewater stream so as not to damage the wastewater pumps in the lift station and to bring the wastewater facility into compliance with the TCEQ.

Contact: Todd Choate, Water Department Supervisor, (325) 754-4424

**What our Clients Say**

“eHT doesn’t just design a project. They become your partner. They treat every client as if they are the only client. They get involved in every aspect of the project from public meetings to design to regulatory interaction. They treat each project as if they are going to be operating it for the next 20 years.”

Laura Wilson, PE  
City of Fort Worth  
Utilities Director



# Experience

## Schedule History

CLIENT	PROJECT	YEAR	SCHEDULE
City of Huntsville	Wastewater Treatment Plant	2021	Design and Construction Schedule Met.
City of Abilene	Hamby Water Reclamation Facility	2015	Ahead of Schedule. Design and Construction of \$82 million project in less than 12 months.
City of Stamford	Water System Improvements	2019	5 Months Ahead of Schedule.
City of Roma	Disaster Road and Sewer Improvements	2015	Design and Construction Schedule Met.
City of Sweetwater	Water System Improvements	2018	Design and Construction Schedule Met.
City of Roscoe	Collection System Improvements	2018	Design and Construction Schedule Met.

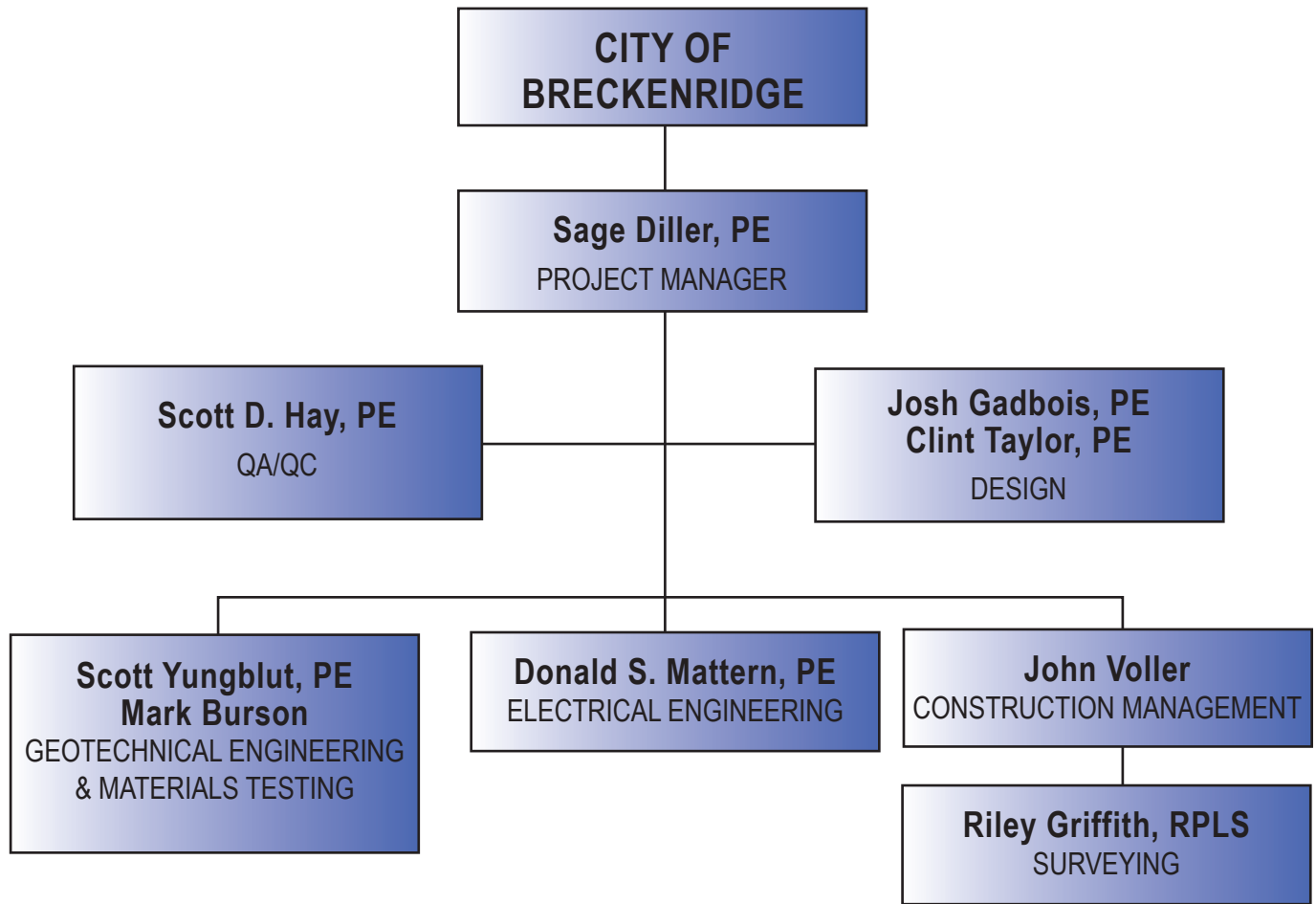
## Budget History

CLIENT	PROJECT	ESTIMATED BUDGET	FINAL COST
City of Huntsville	Wastewater Treatment Plant	\$22,559,000	\$20,785,247
City of Abilene	Hamby Water Reclamation Facility	\$82.5 million	\$82 million
City of Stamford	Water System Improvements	\$6,067,000	\$5,175,639
City of Roma	Disaster Road and Sewer Improvements	\$817,969	\$824,135
City of Sweetwater	Water System Improvements	\$4,386,000	\$4,386,000
City of Roscoe	Collection System Improvements	\$933,000	\$745,542
City of Winters	Wastewater Treatment	\$683,000	\$521,000
City of Cisco	Water Treatment Plant	\$9,000,000	\$8,133,573

# Capacity to Perform

## Organizational Structure

Key Personnel are listed herein. Additional personnel are available as needed.



## Resources

eHT can be supplemented and supported by other professionals within the company to handle peaks workloads or other factors. We do not experience attrition; our staff tend to come to eHT and stay. We have a very stable and cohesive group of employees.

eHT is prepared to increase staff as necessary to complete the project to the satisfaction and expectations of the client. This is a high priority project for our company and we will not accept additional projects that could adversely affect our ability to meet the demands of this project.

eHT is fully prepared to establish a budget and schedule early on in the process and then stick to those commitments. eHT is committed to carry out the scope of work requested within the proposed timeline.

Resumes for the above personnel follow.

# Capacity to Perform



## Sage Diller, PE

Project Manager

### EDUCATION

Bachelor of Science, Civil Engineering  
Texas Tech University

### REGISTRATIONS

Registered Professional Engineer – Texas #96645

### PROFESSIONAL/CIVIC ORGANIZATIONS

- Texas Flood Plain Managers Association
- Texas Society of Professional Engineers
- United Way of Abilene, Executive Board and Finance Committee Chair
- Texas Tech Alumni Abilene Chapter, President Elect, 2015

### PROFESSIONAL ENDEAVORS

- Enprotec / Hibbs & Todd, Inc., Associate Vice President  
Abilene, Texas, 2007 - present
- Texas Department of Transportation (TxDOT), Lubbock District  
Project Engineer  
Lubbock, Texas, 2001 - 2007

### PROFESSIONAL EXPERIENCE

Mr. Diller has over 19 years of experience in project design, management and construction oversight on a wide range of projects for municipal, state and private entities. His past projects have included municipal water and sewer systems, groundwater wells and storage facilities, state and county roadways and private developments. In addition to design and construction management, Mr. Diller has extensive experience assisting clients in applying for grant/loan funding through various funding agency programs, including Texas Water Development Board DWSRF and CWSRF, USDA Rural Development, Texas Department of Agriculture CDBG and DTR and TxDOT Utility Relocation and TAP Programs.

Recently, Mr. Diller has assisted clients with drought related planning projects that have included water conservation, water supply options and improved water system efficiency options. Each project has included close client interaction, reports outlining possible alternatives, funding agency assistance and regulatory agency interaction.



## Scott D. Hay, P.E.

QA/QC

### EDUCATION

Master of Science, Administration,  
Central Michigan University

Bachelor of Science, Engineering, U.S. Air  
Force Academy

### REGISTRATIONS

- Registered Professional Engineer – Texas #83930
- National Council of Examiners for Engineering and Surveying  
#26186

### PROFESSIONAL/CIVIC ORGANIZATIONS

- National Society of Professional Engineers (NSPE)
- American Society of Civil Engineers (ASCE)
- Society of American Military Engineers (SAME), Board of Directors, Abilene Post
- Leadership Abilene, Past Member
- Abilene Board of Adjustments
- Abilene Chamber of Commerce, Military Affairs Committee

### PROFESSIONAL ENDEAVORS

- Enprotec / Hibbs & Todd, Inc., Vice President  
Abilene, Texas, 1998 - present
- Engineer-in-Training  
Abilene, Texas, 1992 - 1998
- U.S. Air Force, 1979 - 1992

### PROFESSIONAL EXPERIENCE

Mr. Hay has 29 years of experience as a water resources consultant for a number of regional municipalities and water districts. He has solid experience analyzing and designing numerous water supply, transmission and storage projects. Mr. Hay has directed multi-discipline and multi-organizational teams for facility plans and system designs, in addition to overseeing construction management and providing hands-on training for operations and maintenance personnel. Prior to becoming licensed as an engineer, Mr. Hay served for over 13 years in the Air Force as a B-52 and B-1 pilot, achieving the rank of Major. His career in the Air Force produced extensive experience in leadership positions with varied individuals and project teams.

# Capacity to Perform



## Josh Gadbois, PE

### DESIGN

### EDUCATION

Bachelor of Science, Civil Engineering, Texas A&M University, 2016

### REGISTRATIONS

Licensed Professional Engineer, Texas #141021

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc., Staff Engineer  
Abilene, Texas, 2019 - present

Frank Dale Construction, Project Engineer  
Southlake, Texas, 2018 - 2019

### PROFESSIONAL EXPERIENCE

Mr. Gadbois has experience in the planning, design and construction oversight of various municipal infrastructure and private development projects. His municipal project experience includes improvements to water distribution systems, wastewater collection systems, and water and wastewater treatment facilities. His general civil and private development project experience includes the design and construction oversight of street and sidewalk rehabilitation, drainage facilities, as well as multifamily, single family and commercial development.

His experience includes:

- Hawley WSC USDA RD Water Distribution System Improvements, Jones County, Texas
- Water Distribution System Improvements, City of Abilene
- Eastland Co. WSD TXCDBG Water Distribution System Improvements, Ranger, Texas
- TXCDBG Water Distribution System Improvements, City of Loraine
- Louisiana Ave Water System Improvements, City of Midland
- Wastewater Master Plan, City of Abilene



## Donald S. Mattern, PE

### ELECTRICAL ENGINEERING

### EDUCATION

Bachelor of Science, Electrical Engineering, Texas Tech University

### REGISTRATIONS

Licensed Professional Engineer, Texas #106161

### PROFESSIONAL/CIVIC ORGANIZATIONS

Institute of Electrical and Electronics Engineers

Institute of Electrical and Electronics Engineers Power & Energy Society

National Society of Professional Engineers

Texas Society of Professional Engineers

American Legion

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc., Senior Electrical Engineer  
Abilene, Texas, 2021 - present

Lauren Engineers & Constructors, Inc., Engineer  
Abilene, Texas, 2005 - 2021

United States Navy, Electric Plant Operator/Electricians Mate  
2nd Class (E5)

United States Navy, 1993 - 1999

### PROFESSIONAL EXPERIENCE

Mr. Mattern has over 16 years of experience as a lead electrical engineer and technical expert in the detailed design of electrical and SCADA systems. Responsibilities and experience include planning, design, construction, and commissioning of electrical and SCADA systems in water and wastewater plants as well as projects in Power and Oil & Gas. His experience includes:

- Northeast Water Treatment Plant SCADA Improvements, City of Abilene
- Navajo Refinery Wastewater Treatment Plant, Holly Frontier Corporation, Artesia, NM
- Huckleberry Sewage Lift Station, City of Abilene
- New Deal Estates Subdivision Phase II Sewage Lift Station, City of New Deal

# Capacity to Perform



## Clint Taylor, PE

### DESIGN

### EDUCATION

Bachelor of Science, Engineering, Abilene Christian University, 2017

### REGISTRATIONS

Registered Professional Engineer — Texas #142258

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc., Project Engineer  
Abilene, Texas, 2017 - present

### PROFESSIONAL EXPERIENCE

Mr. Taylor has three years of experience in the funding, planning, design and construction oversight on a wide range of projects for municipal, state and private entities. His experience includes municipal water and sewer systems, roadways, drainage improvements, system planning, water and wastewater treatment plant facilities, and various water resource projects. Mr. Taylor has experience with various grant/loan funding projects, including Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) and Clean Water State Revolving Fund (CWSRF), United States Department of Agriculture (USDA) Rural Development (RD), Texas Department of Agriculture (TDA) Community Development Block Grant Program (CDBG), and Texas Department of Transportation (TxDOT) Utility Relocation Programs. His experience includes:

- TWDB DWSRF Water Treatment Plant, City of Stamford
- USDA Rural Development Water System Improvements, City of Eden
- Raw Water Pump Replacement, Brazos Regional Public Utility Agency
- Water System Planning, City of Breckenridge
- TWDB DWSRF Elevated Storage Tank, City of Stamford
- TWDB Evaporators for RO Concentrate, Stephens Regional Special Utility District
- Water System Planning, City of Stamford
- TWDB DWSRF Water Line Replacement, City of Sweetwater



## Riley Griffith, RPLS

### SURVEYING

### EDUCATION

Bachelor of Science, Horticulture, Texas A&M University

### REGISTRATIONS

Registered Professional Land Surveyor – Texas #1662

### PROFESSIONAL/CIVIC ORGANIZATIONS

Texas Society of Professional Surveyors  
California Land Surveyors Association  
Oklahoma Society of Land Surveyors

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc., Survey Department Manager  
Abilene, Texas, 2017 - present

RG Surveying, Inc., Owner  
Abilene, Texas, 2015 - 2017

West Company of Abilene Land Surveying, Managing RPLS  
Abilene, Texas, 2006 - 2015

### PROFESSIONAL EXPERIENCE

Mr. Griffith is the Survey Department Manager of Enprotec/ Hibbs & Todd, Inc., and has 20 years experience in the field of land surveying. He has worked on residential and commercial land development projects; ALTA surveys; wind farms; oil and gas pipelines; oil field projects; water and sewer projects; a flood control dam; TxDOT ROW projects; Patent Surveys for the GLO; residential, commercial, and farm and ranch surveys. He has experience with pipeline route surveys, construction staking and ALTA surveys across West Texas, including boundary and topographic surveys; elevation certificates; ground bed surveys in Texas and Oklahoma; subdivision platting; and, oil well location staking.

His experience includes:

- Hendrick South Medical Buildings
- Dyess Air Force Base Hospital Facilities, SES Construction and Fuel Services, LLC
- Rehabilitation of Hospital of Abilene, Med Properties
- Fire Station #7, City of Abilene
- Abilene Law Enforcement Center, City of Abilene

# Capacity to Perform



## Scott Yungblut, PE

GEOTECHNICAL  
ENGINEERING & MATERIALS  
TESTING

### EDUCATION

Bachelor of Science, Civil Engineering,  
University of Texas at Arlington

### REGISTRATIONS

Registered Professional Engineer – Texas #85640

### PROFESSIONAL/CIVIC ORGANIZATIONS

Texas Society of Professional Surveyors, Abilene Chapter, Past President

### CERTIFICATIONS/EDUCATION

Concrete Evaluation and Repair I & II, 2011

Retaining Wall Design, 2010

Shrink Swell Soils, Texas A&M

Forensics Engineering Conference, 2007

Texas Accessibility Academy, 2005

TxDOT HotMix (HMACP) Inspector, 2003

ParSales Training, 1996

Dale Carnegie Leadership Course, 1995

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc., Vice President  
Abilene, Texas, 2000 - present

Giles Engineering Associates, Project Engineer  
Dallas, Texas, 1997 - 2000

### PROFESSIONAL EXPERIENCE

Mr. Yungblut has 20 years of experience in performing engineering analysis and design on geotechnical and construction materials testing projects throughout Texas, Louisiana, Arkansas and Oklahoma. He supervises and manages eHT's soil and materials testing laboratory responsibilities including proposal preparation, field investigation, field and laboratory analysis, report preparation and construction quality assurance and quality control. The eHT laboratory staff utilizes state-of-the-art equipment and instrumentation. eHT procedures and methodologies conform to federal and/or state standards such as American Standards and Testing Methods (ASTM), TxDOT and American Concrete Institute (ACI).



## John D. Voller

CONSTRUCTION  
MANAGEMENT

### EDUCATION

Engineering Studies, University of  
Nebraska

Surveying and Drafting Technologies Diploma,  
Southeast Community College

### CERTIFICATIONS/EDUCATION

Bridge Inspector's Training Course, Texas A&M University, 1985

New Steel Water Tank Construction and Water Tank Maintenance Seminars, Tank Industry Consultants, 1992

Protective Coating Seminar, Tnemec Company, 1994

Sanitary Sewer Overflow Workshop, Water Environment Association of Texas, North Texas Section, 1994

OSHA 40-hr. 1910.120(3)(2) Hazardous Site Worker Training, 1994

OSHA 29 CFR 1910.146 Confined Space Entry Course, 1998

Construction Management Course, American Institute of Professional Training and Development, 1998

### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc., Construction Project Manager  
Abilene, Texas, 1990 - present

Jacob & Martin, Inc., Engineering Tech/Surveyor/Inspector  
Abilene, Texas, 1984 - 1990

Tippett & Gee, Inc., Engineering Technician/Draftsman  
Abilene, Texas, 1983 - 1984

### PROFESSIONAL EXPERIENCE

Mr. Voller has a broad realm of experience in the design, management and inspection of municipal engineering projects that include water, wastewater, infrastructure and construction projects. He has served as a project manager, construction manager and engineering technician for many private, public and governmental entities and provides inspection, planning and design for civil and environmental projects, including street improvements, sewage collection systems, wastewater treatment facilities, water treatment facilities, water distribution systems, water storage facilities and dam improvements.

# Capacity to Perform



## Marc Burson

### MATERIALS TESTING

#### EDUCATION

Bachelor of Science, Agricultural Education, Tarleton State University

#### PROFESSIONAL/CIVIC ORGANIZATIONS

Abilene Bow Hunters, Vice President

West Texas Rehab, Lamb and Goat Committee, Board Member

Taylor County Livestock Show, Superintendent

#### PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc., (Geotec Labs) Senior Lab Manager

Abilene, Texas, 1991 - present

Trinity Engineering Testing Corp., Laboratory Supervisor

Abilene, Texas, 1979 - 1991

Laboratory Technician

Abilene, Texas, 1977 - 1979

#### PROFESSIONAL EXPERIENCE

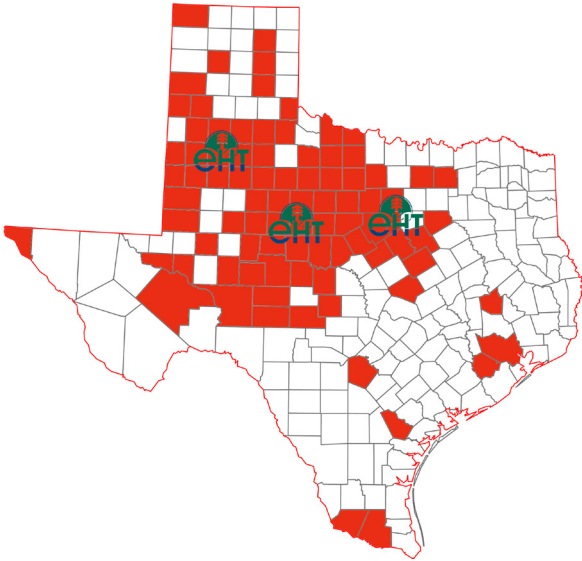
Mr. Burson is the Senior Lab Manager for Geotec Labs, a subsidiary division of Enprotec / Hibbs & Todd, Inc. (eHT). He oversees all lab operations throughout the organization. With over 39 years of lab management experience, Mr. Burson is a valuable asset to the overall operations of the eHT laboratories. He brings a wealth of technical expertise to the operation that is rarely found in most testing labs. He constantly monitors lab operations to ensure accuracy of data and testing procedures and to ensure the most accurate reporting of materials testing possible. His experience includes:

- Abilene Regional Airport, Paving Projects
- School projects including: Abilene ISD, Wylie ISD, Ira ISD, Colorado City ISD, Loraine ISD, Goldthwaite ISD, Palo Pinto ISD
- Texas Department of Criminal Justice Plant
- John Middleton Unit, Abilene; John Walsh Unit, Colorado City; French Robertson Addition, Abilene
- Substance Abuse Treatment Facility, Breckenridge
- Garment Factory Walsh Addition, Colorado City
- Male Mode | State Jail Facility, Colorado City

# Work Performance

## Regional Funded Projects

We have provided engineering services for a large part of Texas for federally- and state-funded projects. Our experience includes many successfully completed municipal infrastructure projects. The insight gained through this experience coupled with our level of service will allow us to provide a design that will meet the needs of the residents in the area. Our design will be cost effective, efficient and practical. The map below highlights areas of the State where we have provided engineering services for state or federally funded projects.



## Ability to Meet Schedules

Based on current staffing, existing projects and known awards, sufficient staff will be available during the time period of this contract. In the event of workload peaks or the need for specialized disciplines, eHT has access to additional employees to meet project requirements. eHT will commit the appropriate staff resources to meet necessary schedules. eHT assures that this project will be a priority and we will have the qualified staff necessary to ensure its success.



## Community Service Projects

eHT regularly assists our clients with community service programs such as Supplemental Environmental Projects (SEPs) which reduce the amount of pollution reaching the environment and enhance the quality of the environment in the community. Additionally, we regularly assist our clients with community outreach and public information pertaining to projects that impact residents, as well as community impact programs such as citywide cleanup projects.



## Federally Funded Construction Projects

The ability to identify and provide a funding source for public improvements is both critical and necessary in today's tight financial markets. Municipalities and counties need a consultant that not only knows how to get the funding but has an in-depth understanding of the program and agency as well. For over 30 years, eHT has been successful in helping our clients apply for and receive funding for critical public works projects.

We have experience with the following programs:

- Texas Water Development Board (TWDB)
- Texas Department of Rural Affairs (TDRA)
- USDA Rural Development (RD)
- Economic Development Administration (EDA)
- North American Development Bank (NADBank)
- South Texas Development Council (STDC)
- Texas Department of Transportation (TxDOT)
- Texas Parks and Wildlife Department (TPWD)



# Work Performance



## Cost Control

Cost control is achieved by:

- 1) close coordination with the client for input and to ensure the client's needs are being accurately addressed;
- 2) project cost estimates produced by experienced professionals; and,
- 3) attention to detail in preparation of construction drawings.

Our "commitment" to cost control is best illustrated with our water / wastewater treatment projects.

**New Treatment Plants.** Typically, new treatment plants are constructed on vacant sites with little or no "unknowns". Our projects under construction are 2% below project cost estimates, with a combined Change Order amount of less than 0.2% of the construction contract amounts.

**Plant Renovations and Expansions.** These type projects have a greater degree of unknowns than "new" projects. These "unknowns" impact not only cost estimates developed for the project, but Change Orders during construction. Our emphasis on developing accurate cost estimates during the planning phase resulted in construction contracts approximately 1.5% less than presented in the estimates.



## Labor Resources

eHT can be supplemented and supported by other professionals within the company to handle peaks and illness. We do not anticipate substantial attrition. We have a very stable and cohesive group of employees. In the event that the Principal-in-Charge or Project Manager are not available during the performance period, their responsibilities will be assumed by other officers of eHT.

eHT is prepared to increase staff as necessary to complete projects to the satisfaction and expectations of the client. This is a high priority project for our company and we will not accept additional projects that could adversely affect our ability to meet the demands of this project.

eHT has managed a variety of projects in various regions throughout the State and is thoroughly familiar with the applicable rules and regulations required to complete this project.



## Quality of Work

eHT has managed more federally- and state-funded projects than most engineering firms in the state. As such, we have a vast array of experience designing and managing all types of water, wastewater and infrastructure improvement projects.

## Initial Engineering and Design Support

**Agency Involvement.** Our engineers will work closely with client representatives during the entire project. Clear communication and close coordination during the project will be critical for its success. There are several methods for establishing strong communication including using established communications procedures, specific TxDBG protocol and a Strategic Decision Group.

**Strategic Decision Group.** eHT has informally implemented a Strategic Decision Group on each of our projects. The Client, Grant Consultant and Engineer have worked together to keep the projects free of "snags" and on target. Construction firm principals will be added at the appropriate time. This decision-making group will anticipate "snags" and inefficiencies in the project and resolve any major problems that may arise. This will help avoid long periods of downtime that often result because of lengthy negotiations and ineffective decision-making. This group's purpose is to keep the project on target.

**Stakeholder Input.** We advocate incorporating local input from the Client on important project decisions and options. Our experience indicates this level of communication and helps to provide a project that will meet the local needs. We feel Client leadership helps to shape the outcome of the project.

We accomplish this by:

- Providing frequent technical briefings regarding the details of the project.
- Providing field tours for Client representatives to view proposed equipment and processes.
- Ensuring critical project decisions are made by the Client and implemented by the design team.

As your consulting partner, the first step will be to meet with your staff and review the objectives for your project. A preliminary engineering report (PER) will be prepared to evaluate existing conditions, alternatives and associated costs.

# Work Performance

The Client's needs and desires must be integrated into the project from the start. Input concerning functional issues during design and construction phases will result in a more "user-friendly" system. Our staff will maintain constant communication, focusing on sensitive issues and potential roadblocks to success.

## Preliminary Engineering Report

- A. Consult with the Client to determine specific needs and requirements.
- B. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate problems involved and the alternate solutions available to the Client, to include schematic layouts and sketches, general cost projection for the Project and a schedule to set forth the Engineer's recommendations.
- C. Determine whether or not the project requires acquisition of property. Make any necessary surveys of existing right-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advise as to the necessity of the Client providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations; and act as the Client's representative in connection with any such services.
- D. Determine whether or not the project requires acquisition of property and if applicable furnish to the locality: Legal Description of Parcels to be acquired; Map showing entire tract with designation of part to be acquired.

## Engineering and Final Design Support

### Design Plans and Specifications

- A. On the basis of the approved preliminary design documents and preliminary engineering findings, we prepare detailed construction drawings and specifications for the Project.
- B. Furnish engineering data that will assist in the preparation of the required documents to secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project for the Client. Special considerations include obtaining approval of plans and specifications by the Texas Commission on Environmental Quality (TCEQ), Austin, Texas.

- C. Advise the Client of any adjustment to the cost projection for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost projection for the Project based on the completed drawings and specifications.

## Contract Procurement (Bid and Award ) Support

- A. Prepare Bid Packet/Contract Documents.
- B. Place advertisement/solicitation (advertised in newspaper of general circulation for two consecutive weeks at minimum).
- C. Issue addenda for any necessary clarification of bid documents including incorporation of any wage rate modifications (if applicable).
- D. Open bids (bid opening to be held at least two weeks from publication date of first advertisement).
- E. Tabulate bids (include completeness and eligibility screening).
- F. Announce lowest and best bid, if applicable (at bid opening). If required, issue a rejection of all bids and re-advertise bids.
- G. Conduct construction Contractor eligibility verification.
- H. Approve contract award by local governing body.

## Contract Management and Construction Oversight

- A. Direct and hold a pre-construction conference with Client representatives, Contractor and Engineer.
- B. Issue Notice to Proceed to construction to Contractor.
- C. Establish Progress Payment Schedule and construction for Contractor's submittal of cost estimates.
- D. Process and submit Change Orders.
- E. Perform site visits and observations (by Project Engineer).
- F. Check samples, catalog data, shop drawings, laboratory and mill tests of materials and equipment and other data which the Contractor is required to submit, only for the conformance with the design concept of the Project and compliance with the information given by the plans, specifications and contract documents.

# Work Performance

G. Based on the Consultant's on-site observations as an experienced and qualified design professional and on the Consultant's review of the Contractor's Applications for Payment, determine the amount owed to the Contractor in such amounts.

H. Prepare Certificate of Construction Completion.

I. Prepare resolution for consideration by the locality for acceptance of the completed Project.

## Task 5.0: Closeout Phase

A. Conduct, in company with Client representative(s), a final inspection of the Project for conformance with the design concept of the Project, and compliance with the plans, specifications, and contract documents, and recommend in writing, final payment to the Contractor.

B. Make an inspection of the Project prior to expiration of the warranty period and report observed discrepancies under warranty provided by the construction contract.

C. Furnish the Client a set of record prints of drawings and addendum drawings showing those changes made during the construction period, based upon the marked up prints, drawing and other data furnished by the Contractor which the Consultant considers to be significant.

## Deliverables

eHT will provide plans, specifications and executed documents as determined by the Client, but typically include:

- Two sets of final plans and specifications during the bid process
- Three sets of executed contract documents
- One set of drawings of record

## Specialized Services

Unlike "purely" design engineering firms, eHT has "hands-on" engineering and operations staff. We have linked our in-house design, construction support and operations functions to provide a comprehensive, "user-friendly" service to our clients. eHT has licensed operators on staff. These specialists complement our team of professionals. We provide a variety of operations services to assist with the successful start-up and continued function of systems.

## What our Clients Say

"Applying for state funds was a daunting task for us. Our need was great, the competition fierce. Our economically disadvantaged community didn't know how to present our problem in a way to garner a favorable result.

eHT stepped in! They researched our geographic area, compiled the statistics and represented us better than we ever imagined! They have been staunch advocates for our community. Thanks to their guidance and tireless efforts, our project is fully funded and due to begin very soon. We are forever grateful for the expertise of eHT, their engineers and staff.

Cherie S. Rodenburgh

Rolling Hills Water Service, Inc.  
Owner



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item 13.**  
3/30/2021

**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 have ADDITIONAL INSURED provisions or 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> Marsh & McLennan Agency, LLC 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	<b>CONTACT NAME:</b> Jacqueline Cardenas <b>PHONE (A/C, No, Ext):</b> 972-770-7163 <b>FAX (A/C, No):</b> 212-701-1134 <b>E-MAIL ADDRESS:</b> jacqueline.cardenas@marshmma.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Enprotec/Hibbs & Todd, Inc. 402 Cedar St. Abilene TX 79601	ENPROHIB	<b>INSURER A :</b> Texas Mutual Insurance Company <b>INSURER B :</b> Continental Casualty Company <b>INSURER C :</b> Continental Casualty Company <b>INSURER D :</b> Continental Insurance Company <b>INSURER E :</b> <b>INSURER F :</b>
		NAIC #
		22945
		20443
		20443
		35289

**COVERAGES** **CERTIFICATE NUMBER:** 667929184 **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
C	<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:			6076387644	4/2/2021	4/2/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6076387613	4/2/2021	4/2/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6076387630	4/2/2021	4/2/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<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			0001141768	4/2/2021	4/2/2022	<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
B	Professional & Pollution Liability			AEH591899237	4/2/2021	4/2/2022	Each Claim \$5,000,000 Aggregate \$5,000,000 SIR - Per Claim \$100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Cyber Liability, Policy Number: G28929444005, Carrier: Indemnity Insurance Company of North America (4/2/21-4/2/22)  
 \$1,000,000 Limit of Liability - each claim  
 \$1,000,000 Limit of Liability - aggregate  
 \$5,000 - Retention - each claim

Additional Insured form #CNA74858 edition 01/15 applies to the General Liability policy.  
 Waiver of subrogation form #CNA74858 edition 01/15 applies to the General Liability policy.  
 Primary & Non-Contributory General Liability form #CNA74858 edition 01/15.  
 See Attached...

**CERTIFICATE HOLDER** **CANCELLATION**

For Information Only ..... .....	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 



**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh & McLennan Agency, LLC		NAMED INSURED Enprotec/Hibbs & Todd, Inc. 402 Cedar St. Abilene TX 79601	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Additional Insured form #SCA23500D edition 10/11 applies to the Automobile Liability policy.  
Waiver of subrogation form #SCA23500D edition 10/11 applies to the Automobile Liability policy.

Waiver of subrogation form #WC420304B edition 06/14 applies to the Workers Compensation policy.

The General Liability policy includes a blanket additional insured endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy contains an endorsement with "Primary and Non-Contributory" wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The General Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Automobile Liability policy contains language 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 Automobile liability policy includes waiver of subrogation wording that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Umbrella Liability policy contains a blanket waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

The Worker's Compensation policy includes a waiver of subrogation endorsement that may apply only when there is a written contract between the named insured and the certificate holder that requires such wording.

Umbrella Policy is Follow Form per the terms and conditions of the policy.

Notice of Cancellation form #CNA74702XX (1-15) applies to the General Liability policy.  
Notice of Cancellation form #CNA68021XX (2-13) applies to the Automobile Liability policy.  
Notice of Cancellation form #WC 42 06 01 applies to the Workers Compensation policy.

The General Liability, Automobile Liability, & Worker's Compensation policies includes a blanket notice of cancellation to the certificate holder endorsement, providing for (30) days' advance written notice if the policy is canceled by the company, or 10 days' written notice before the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation to the certificate holder if the named insured requests cancellation.

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

## FORM CIQ

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.

Enrotec / Hibbs & Todd, Inc.

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.

N/A

\_\_\_\_\_  
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.

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      N/A

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      N/A

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.

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

Sage Diltz      October 26, 2021

Signature of vendor doing business with the governmental entity      Date

## CONFLICT OF INTEREST QUESTIONNAIRE

### For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

# CERTIFICATE OF INTERESTED PARTIES

**FORM 1295**

1 of 2

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.**  
 Enprotec/Hibbs & Todd Inc  
 Abilene, TX United States

**Certificate Number:**  
 2021-776046

**Date Filed:**  
 10/26/2021

**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, Texas

**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.**

Proposal  
 Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Benham, CPA, Bob	Abilene, TX United States	X	
	Kindle, PE, Keith	Aledo, TX United States	X	
	Rich, PE, Colden	Abilene, TX United States	X	
	Yungblut, PE, Scott	Abilene, TX United States	X	
	Diller, PE, Sage	Abilene, TX United States	X	
	Berryhill, PE, Joshua	Abilene, TX United States	X	
	Hay, PE, Christopher	Granbury, TX United States	X	
	Hay, PE, Scott	Abilene, TX United States	X	
	Todd, PE, David	Abilene, TX United States	X	
	Hibbs, PE, Jordan	Abilene, TX United States	X	
	Hibbs, PE, Scott	Abilene, TX United States	X	



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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.**  
Enprotec/Hibbs & Todd Inc  
Abilene, TX United States

**Certificate Number:**  
2021-776046

**Date Filed:**  
10/26/2021

**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, Texas

**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.**  
Proposal  
Engineering Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**


**6 UNSWORN DECLARATION**

My name is Bob Benham, and my date of birth is 3/12/1955

My address is 18 Augusta Drive, Abilene, Tx, 79606, USA  
(street) (city) (state) (zip code) (country)

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

Executed in Taylor County, State of Texas, on the 26th day of October, 2021  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : Enprotec \ Hibbs & Todd, Inc.\***  
**Record Status: Active**

<b>ENTITY</b> Enprotec / Hibbs & Todd, Inc.	Status: Active
DUNS: 199821034 +4:	CAGE Code: 0HLV8 DoDAAC:
Expiration Date: 01/18/2022	Has Active Exclusion?: No Debt Subject to Offset?: No
Address: 402 Cedar St Ste Lower	
City: Abilene	State/Province: TEXAS
ZIP Code: 79601-5734	Country: UNITED STATES

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, Enprotec / Hibbs & Todd, 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

Sage Diller, Associate Vice President

\_\_\_\_\_  
Printed Name and Title of Contractor's Authorized Official

October 26, 2021

\_\_\_\_\_  
Date



October 28, 2021

City of Breckenridge  
Attn: Bob Sims  
Mayor  
105 N Rose Avenue  
Breckenridge, Texas 76424

**Re: Statement of Conflicts of Interest**

Dear Mayor Sims:

Enprotec / Hibbs & Todd, Inc. (eHT) certifies that our firm nor any of our key employees have any conflicts of interest regarding the proposed services provided.

Sincerely,

**Enprotec / Hibbs & Todd, Inc.**

A handwritten signature in blue ink that reads 'Sage Diller'.

Sage Diller, PE  
Associate Vice President

*Environmental, Civil & Geotechnical Engineers*

**Abilene Office**  
402 Cedar  
Abilene, Texas 79601  
P.O. Box 3097  
Abilene, Texas 79604  
325.698.5560 | 325.690.3240 fax

**Lubbock Office**  
6310 Genoa Avenue, Suite E  
Lubbock, Texas 79424  
806.794.1100 | 806.794.0778 fax

[www.e-ht.com](http://www.e-ht.com)

**Granbury Office**  
1310 Weatherford Highway, Suite 116  
Granbury, Texas 76048  
682.498.6000 | 682.498.6293 fax

PE Firm Registration No. 1151  
PG Firm Registration No. 50103  
RPLS Firm Registration No. 10011900



October 28, 2021

City of Breckenridge  
Attn: Bob Sims  
Mayor  
105 N Rose Avenue  
Breckenridge, Texas 76424

**Re: Required Contract Provisions**

Dear Mayor Sims:

Enprotec / Hibbs & Todd, Inc. (eHT) understands that all applicable provisions must be included in all contracts executed as a result of this Request for Qualifications.

Sincerely,

**Enprotec / Hibbs & Todd, Inc.**

A handwritten signature in blue ink that reads 'Sage Diller'.

Sage Diller, PE  
Associate Vice President

*Environmental, Civil & Geotechnical Engineers*

**Abilene Office**  
402 Cedar  
Abilene, Texas 79601  
P.O. Box 3097  
Abilene, Texas 79604  
325.698.5560 | 325.690.3240 fax

**Lubbock Office**  
6310 Genoa Avenue, Suite E  
Lubbock, Texas 79424  
806.794.1100 | 806.794.0778 fax

[www.e-ht.com](http://www.e-ht.com)

**Granbury Office**  
1310 Weatherford Highway, Suite 116  
Granbury, Texas 76048  
682.498.6000 | 682.498.6293 fax

PE Firm Registration No. 1151  
PG Firm Registration No. 50103  
RPLS Firm Registration No. 10011900



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Action Item

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider authorizing the city manager to purchase park playground equipment in an amount not to exceed \$118,859.22.

---

**BACKGROUND INFORMATION:**

In the late 80's the city began discussing the refurbishing and maintenance of Arthur Miller Park. The old pool and playgrounds require repair and extensive maintenance. The city and community began work on the facilities in the early '90s, and the park name was then changed to Breckenridge Park. The facility sees many visitors in the provided amenities at the park, including the pavilion, playground, and aquatic center.

The playground equipment has become obsolete and parts and components are near impossible to obtain in order to repair the equipment. The slide and tunnel pieces are replaceable with retro fit kits but take a long time to get. The gravel fall zone is no longer recommended to be used in park areas.

Staff is recommending the commission approve the purchase of new playground equipment which will replace the 30-year-old playground. The city has applied for and received a grant through Gametime, which will provide matching funds up to the amount of \$100,000. The matching amount does not include fees for installing the equipment. The city will be responsible for the demolition of the current equipment at the city park.

The total amount to purchase the equipment is \$112,337, with Gametime providing a grant in the amount of \$53,667.12. This leaves \$81,272.83 that the city is responsible for, including material surcharge fee freight. The fee to install the equipment is \$37,586.99, bringing the total for the project to \$118,859.82.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure: \$118,859.22
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required: No
- Financial Review Completed by: Erika McComis

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Proposal

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve or deny purchase of new park playground equipment.

# Proposal for City of Breckenridge

10-07-2021  
Job # 101967-01

City of Breckenridge



800.235.2440 | gametime.com



# ABOUT GAMETIME

GameTime creates fun, healthy and active places where all children and families become physically, emotionally and socially strong.



GameTime is a leading designer of commercial playground equipment, outdoor fitness products, custom recreation spaces, and site furnishings. We strive to create the kinds of places people love and where people love to play.

Play and recreation is a fundamental human right, and we take our role in helping communities create active, healthy places seriously. We focus on inclusion, diversity and equity in our playground designs, align our products with the research of leading play, health, and wellness experts, and advocate tirelessly for the advancement of safer, more accessible and fun places that bring people together.

This is our mission since 1929: to build the highest quality products, design the most memorable play and recreation experiences, and to lead the industry with innovative solutions that help people of all ages, all abilities, and all backgrounds realize the transforming power of play.

# COMPLIANCE

Industry standards set a minimum level that playground manufacturers must meet. We meet or exceed those standards, because we understand that the ultimate playground offers peace of mind, as well as playful experiences.

## AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

Several key people at GameTime, including our Manager of Compliance and Standards, serve on the ASTM committee that sets the standards for the entire playground industry. GameTime products conform to that standard, ASTM F1487-07, the Standard Consumer Safety Performance Specification for Playground Equipment for Public Use.

## CPSC

The Consumer Product Safety Commission is an independent agency within the United States Federal Government with the authority to inform the public of current product safety performance information and recommended practices. The CPSC first published their guidelines for public playgrounds in 1981 and have updated their publication since then. The current CPSC Handbook for Public Playground Safety, publication #325, is an excellent guide for owners and operators of public play environments.

## IPEMA EQUIPMENT CERTIFICATION

GameTime is one of the founding members of IPEMA, and several of our people serve as board members, committee members and chairpersons of the association. In the interest of public playground safety, IPEMA provides a 3rd party certification, to validate conformance to established standards. Our use of the IPEMA seal is your assurance that GameTime has received written validation from an independent lab that the products associated with the seal conform with the ASTM standard, as well as the Canadian CSA standard CAN Z-614. A list of our validated products may be found on the IPEMA website, [www.ipema.org](http://www.ipema.org).

## IPEMA SURFACING CERTIFICATION

GameTime's GT Impax product provides you with the assurance that our surfacing has been certified as compliant to the appropriate ASTM standard. In the interest of public playground safety, IPEMA provides a third party certification to validate a manufacturer's conformance to the ASTM F-1292-99 Standard Specification for Impact Attenuation of Surface Systems Under And Around Playground Equipment. The use of the IPEMA Certification Seal displayed above signifies that the manufacturer has received written validation from the independent laboratory that the product associated with the use of the seal conforms with the requirements of ASTM F1292-99. A complete list of our validated products may be found on the IPEMA website at [www.ipema.com](http://www.ipema.com).

## ADA

GameTime is the only manufacturer to have a lab partnership with an Institute for children with special needs, so that we can develop and test our accessible products for superiority before bringing them to market. GameTime is also the only manufacturer to meet accessibility guidelines on all of its pre-designed PowerScape Plus and PrimeTime playground plans. We also recommend accessible surfacing options. For more information, log on to [www.access-board.gov](http://www.access-board.gov)

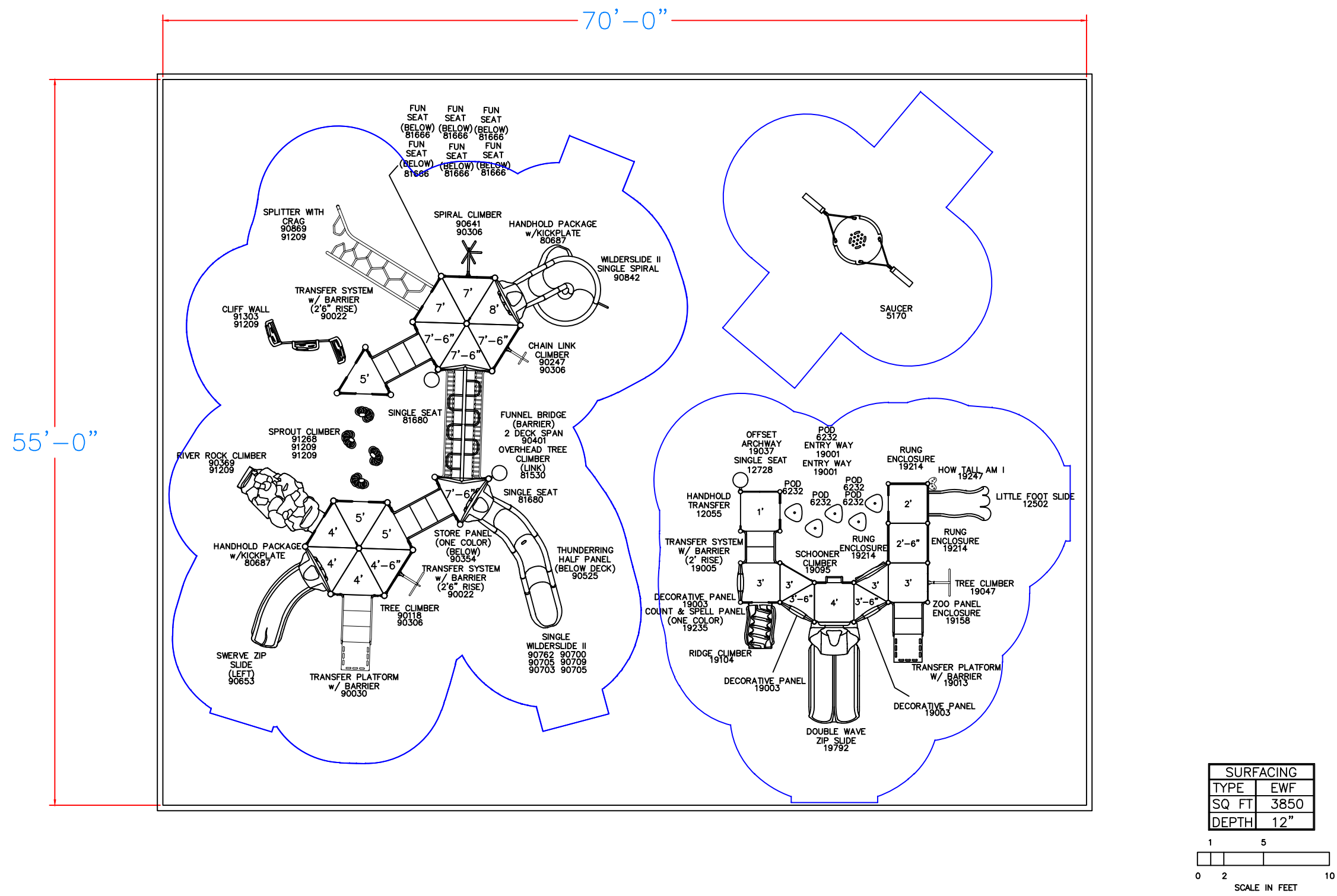
## ISO 9001:2000

GameTime is the first playground manufacturer to obtain the ISO9001:2000 standard. In order to obtain this certification, the company's manuals, policies, objectives and quality procedures are closely examined during a surveillance audit by ISO representatives. Strict attention is paid to policies and procedures in manufacturing, communication channels, system monitoring, customer relations and order processing, which are reviewed for consistency and standards. Companies who meet the standard are awarded the ISO designation.

## TUV

An international organization that is a European Union Notified and Competent Body, providing testing and certification. Use of the TUV seal demonstrates that products have passed a comprehensive testing procedure based upon the European Harmonized Standard for Commercial Playground Equipment, and that the GameTime plant is regularly monitored by TUV.





**GameTime**  
APL/CORE  
150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com

City of Breckenridge  
Miller Park  
Breckenridge, TX  
Representative  
Total Recreation Products, Inc

This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

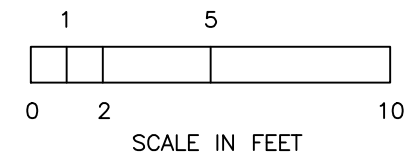
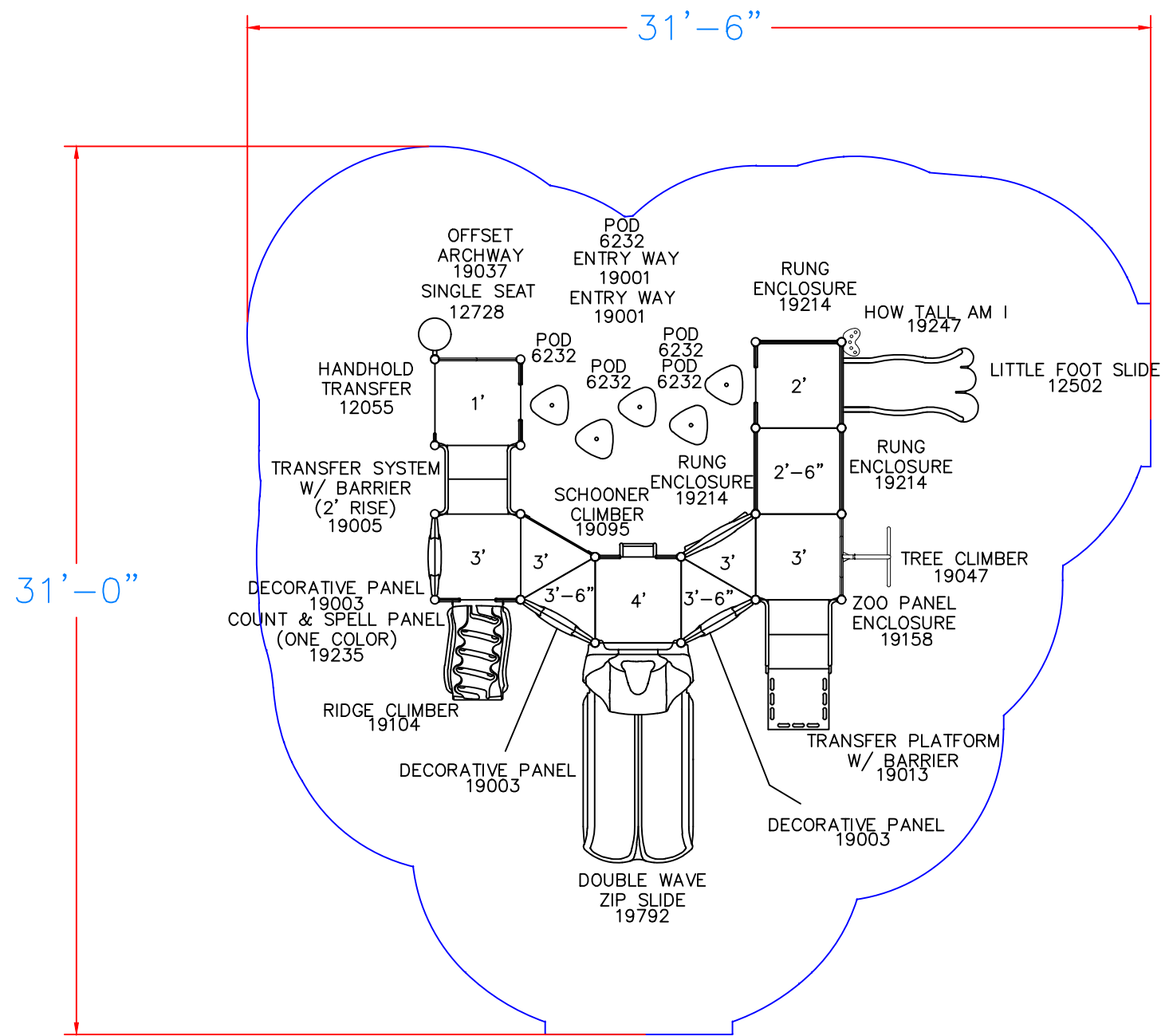
Total Elevated Play Components	0	Required	0
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	0	Required	0
Total Accessible Ground Level Components Shown	0	Required	0
Total Different Types Of Ground Level Components	0	Required	0

This play equipment is recommended for children ages 2-5 or 5-12

Minimum Area Required:  
70'-0" X 55'-0"  
Scale:  
This drawing can be scaled only when in an 18" x 24" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
JH  
Date:  
10/01/2021  
Drawing Name:  
TJ-09070-21-1A1



This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	6		
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	6	Required	3
Total Accessible Ground Level Components Shown	5	Required	2
Total Different Types Of Ground Level Components	3	Required	2

**GameTime**  
 A PLAYCORE Company  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com



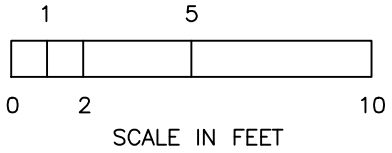
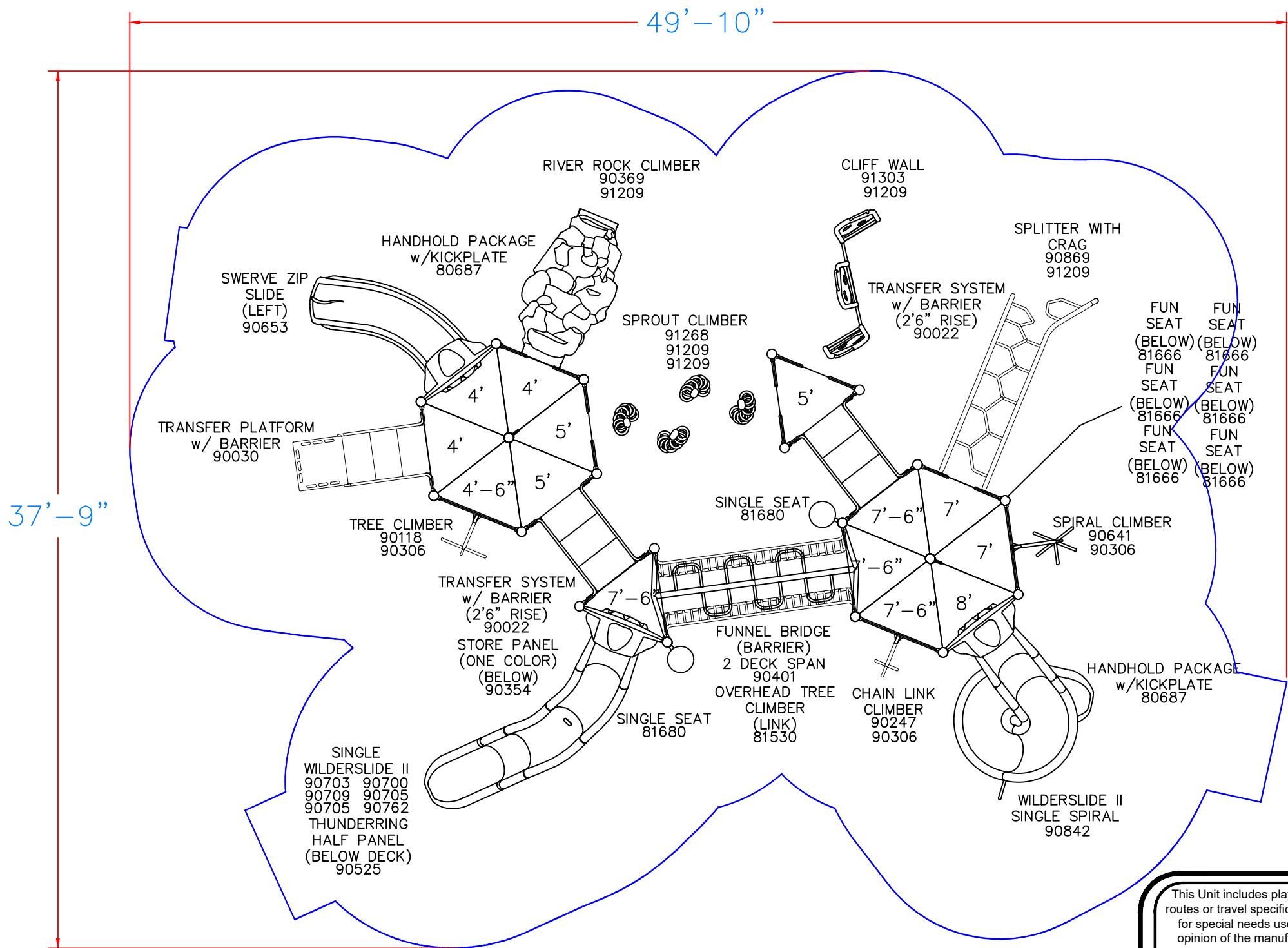
City of Breckenridge / Miller Park  
 Modified Owl's Nest Unit  
 Breckenridge, TX  
 Representative  
 Total Recreation Products, Inc

This play equipment is recommended for children ages  
 2-5

Minimum Area Required:  
 31'-6" X 31'0"  
 Scale:  
 This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
 JH  
 Date:  
 10/01/2021  
 Drawing Name:  
 TJ-09070-21-2A2



This Unit includes play events and routes or travel specifically designed for special needs users. It is the opinion of the manufacturer that these play events and routes of travel conform to the accessibility requirements of the ADA (Americans with Disabilities Act)

Total Elevated Play Components	11		
Total Elevated Play Components Accessible By Ramp	0	Required	0
Total Elevated Components Accessible By Transfer	11	Required	6
Total Accessible Ground Level Components Shown	12	Required	4
Total Different Types Of Ground Level Components	4	Required	3

**GameTime**  
 A PLAYCORE Company  
 150 PlayCore Drive SE  
 Fort Payne, AL 35967  
 www.gametime.com



City of Breckenridge / Miller Park  
 Modified Nature Hike Unit  
 Breckenridge, TX  
 Representative  
 Total Recreation Products, Inc

This play equipment is recommended for children ages  
 5-12

Minimum Area Required:  
 49'-10" X 37'-9"  
 Scale:  
 This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
 JH  
 Date:  
 10/01/2021  
 Drawing Name:  
 TJ-09070-21-2A1



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 1



www.gametime.com



www.totalrecreation.net



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 2



www.gametime.com



www.totalrecreation.net



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 3



www.gametime.com



www.totalrecreation.net





Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 4



www.gametime.com



www.totalrecreation.net



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 5



A PLAYCORE Company

www.gametime.com



www.totalrecreation.net



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 6



www.gametime.com



www.totalrecreation.net



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 7



www.gametime.com



www.totalrecreation.net



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
Miller Park  
View 8



www.gametime.com



www.totalrecreation.net



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 9



www.gametime.com



www.totalrecreation.net



Intellectual property of GameTime, a PlayCore Company. The site shown in rendering is an interpretation and may not reflect exact site conditions.

City of Breckenridge  
 Miller Park  
 View 10



c/o Total Recreation Products, Inc.  
 17802 Grant Road Cypress, Texas 77429  
 Phone: 281-351-2402  
 Toll Free: 800-392-9909  
 Fax: 281-351-2493

10/06/2020 Item 14.  
 Quote #101967-01-02

## TJ-09070-21 Miller Park - Grant Equipment

City of Breckenridge  
 Attn: Erica McComis  
 105 North Rose Ave  
 Breckenridge, TX 76424  
 Phone: 254-559-8287  
 hrobertson@breckenridgetx.gov

Ship to Zip 76424

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - TJ-09070-21-2A1 Modified Nature Hike PowerScope 5-12 Play Unit	\$73,903.00	\$73,903.00
1	Grant	GameTime - <b>2021 Grant Matching Funds</b>	(\$36,951.50)	(\$36,951.50)
1	RDU	GameTime - TJ-09070-21-2A2 Modified Owl's Nest PrimeTime 2-5 Play Unit	\$31,023.00	\$31,023.00
1	Grant	GameTime - <b>2021 Grant Matching Funds</b>	(\$15,511.50)	(\$15,511.50)
1	5170	GameTime - Saucer Swing	\$5,953.00	\$5,953.00
2	161290	GameTime - Geo-Textile 2250 Sqft Roll	\$699.00	\$1,398.00
1	178749	GameTime - Owner's Kit	\$60.00	\$60.00
Contract: Buy Board Contract #592-19			<b>Sub Total</b>	\$59,874.00
			<b>Discount</b>	(\$1,204.12)
			<b>Material Surcharge</b>	\$15,505.69
			<b>Estimated Freight</b>	\$7,097.26
			<b>Total</b>	<b>\$81,272.83</b>

**Comments**

Freight Calculated to site address; Customer is responsible for meeting the freight truck for delivery and unloading. A forklift may be required and is strongly recommended.

Equipment only; Surfacing and Installation is on quote #101967-01-02

**100% funds match for payment in full at the time of your order.**

**GRANT MATCHING FUNDS ARE AVAILABLE THROUGH November 2nd, 2021 OR UNTIL EXHAUSTION OF FUNDS.**

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER.

PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

**Important Terms & Conditions - Please Review**

To place an order, you must provide the following: this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime.





c/o Total Recreation Products, Inc.  
17802 Grant Road Cypress, Texas 77429  
Phone: 281-351-2402  
Toll Free: 800-392-9909  
Fax: 281-351-2493

10/06/10 Item 14.  
Quote #101967-01

## TJ-09070-21 Miller Park - Grant Equipment

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 12-14 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, blueprints, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications.

Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unlevelled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.

Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities.

If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid until November 2nd. After that date, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.



c/o Total Recreation Products, Inc.  
 17802 Grant Road Cypress, Texas 77429  
 Phone: 281-351-2402  
 Toll Free: 800-392-9909  
 Fax: 281-351-2493

10/06/10 Item 14.  
 Quote #101967-0101

## TJ-09070-21 Miller Park - Grant Equipment

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

**Please complete and return with your required form of payment:**

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

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

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

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

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

Facsimilie: \_\_\_\_\_

Purchase Amount: **\$81,272.83**

**Order Information:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

**For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.**

Quote prepared by: Jennifer Hart



c/o Total Recreation Products, Inc.  
 17802 Grant Road Cypress, Texas 77429  
 Phone: 281-351-2402  
 Toll Free: 800-392-9909  
 Fax: 281-351-2493

10/05/14 Item 14.  
 Quote #101967-01-01

## TJ-09070-21 Miller Park - Grant Surfacing and Installation

City of Breckenridge  
 Attn: Erica McComis  
 105 North Rose Ave  
 Breckenridge, TX 76424  
 Phone: 254-559-8287  
 hrobertson@breckenridgetx.gov

Ship to Zip 76424

Quantity	Part #	Description	Unit Price	Amount
1	W91295	GT-Impax - 191 Cubic Yards (3850 SF) of Engineered Wood Fiber Surfacing, Calculated at 12" Compacted Depth to Zip Code 76424- Price includes discount of \$720.38 and Freight	\$4,848.69	\$4,848.69
1	INSTALL	GameTime - Installation of above equipment and surfacing only; Demo/haul off by others:-  No other site work, demolition or concrete work included. Acquisition of any and all permits is the sole responsibility of the customer. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.	\$32,738.30	\$32,738.30
Contract: Buy Board Contract #592-19			<b>Sub Total</b>	\$37,586.99
			<b>Total</b>	<b>\$37,586.99</b>

### Comments

Freight Calculated to site address; Installer will meet truck to unload:

Surfacing and Installation for quote #101967-01-01

DUE TO FLUCTUATING FUEL COSTS, FREIGHT SHOWN IS ESTIMATED FREIGHT. ACTUAL FREIGHT WILL BE DETERMINED AT THE TIME OF YOUR ORDER.

PLEASE FEEL FREE TO CONTACT US TO VERIFY CURRENT FREIGHT CHARGES PRIOR TO PLACING YOUR ORDER.

### Important Terms & Conditions - Please Review

To place an order, you must provide one of the following: a Purchase Order assigned to GameTime; or this Price Quotation, signed by an authorized purchaser, with a check made payable to GameTime. GameTime will also accept payment by Visa, MasterCard, or American Express. A current approved credit application is required for Net 30 terms.

This quotation explicitly excludes any and all items not expressly specified or identified above. No other product, equipment, or service is included, regardless of any Contract Document, Contract Section, Plans, Specifications, Drawing, or Addendum. Delivery for most GameTime equipment is approximately 10-12 weeks after all order documents have been received and payment terms have been approved. A current, approved credit application is required for N30 terms. To place an order, you must provide a purchase order or a signed Total Recreation Products, Inc. (hereafter described as TRP) quote, assigned to GameTime. Neither general contractor nor subcontractor contracts can be accepted. Purchase documents that contain indemnity or hold harmless conditions cannot be accepted. Retainage is not permitted. The following must be received before your order can be processed: complete billing and shipping addresses, a contact name and phone #, and all color choices. Manufacturer's colors may vary from year to year. You are responsible for ensuring that any required submittal approvals are completed before placing your order for processing. TRP reserves the right to limit submittals to one copy. Shop drawings, blueines, sepias, are not available. Closeout documents may be limited to GameTime or TRP standard issue. If Sales Tax Exempt, a copy of your tax exemption form or resale certificate must accompany your order, or any applicable sales tax, will be added to your invoice. Most GameTime products are shipped from the Ft. Payne, AL plant. GameTime cannot hold orders or store equipment. Equipment is invoiced when shipped. If a cash sale, your payment must be received in full before the order will be processed. Contractors must also provide copies of current, fully executed bid/performance/payment bonds, as applicable. Pricing shown does not include any charges for permits, bonding, prevailing wage, or additional insured certifications.

Unless otherwise noted, any quantity of surfacing or playcurbs quoted has been calculated specifically for the equipment and layout shown. No additional surfacing or curbing is included, and no allowance has been made, for an unleveled, convoluted or larger site, or for a different layout. Neither GameTime nor TRP is responsible for any surface, curbing, border, or drain that is provided by others. Also please confirm that your area is adequate for the equipment that you are purchasing.



c/o Total Recreation Products, Inc.  
 17802 Grant Road Cypress, Texas 77429  
 Phone: 281-351-2402  
 Toll Free: 800-392-9909  
 Fax: 281-351-2493

10/05/14 Item 14.  
 Quote #101967-01

## TJ-09070-21 Miller Park - Grant Surfacing and Installation

Installation charges, if quoted, are for a "standard" installation unless specifically noted to be otherwise. Installation charges are due upon completion. Standard installations are based upon a soil work site, that is freely accessible by truck, (no fencing, tree/landscaping or utility obstacles, etc.), and level, (+/- 1-2% maximum slope). An accessible water source must be available to the installer. Any site work that is not expressly described is excluded. Standard installation does not include any extra or additional machinery, drillers, etc., for rock excavation. If rock conditions are encountered, additional charges will apply.

Standard installations generally require from 2-10 business days to complete, depending upon the amount and type of equipment, site conditions, weather, and the installer's schedule. Work may or may not be performed in consecutive days. Playcurbs are staked in, not set in concrete. Engineered wood fiber and shredded rubber surfacings are spread, not compacted, rolled, or watered. Landscape timbers are not warranted. The Customer is responsible for locating and clearly marking all underground utilities in the installation area before any installation work can begin. The installer is not responsible for damages, repairs, or discontinuance of business due to damaged utilities.

If applicable, sprinkler system locates, re-working and repairs are excluded from installation charges. Installation of all products, (equipment, borders, fall surfacing and amenities) are as quoted and approved by acceptance of quotes and drawings. As a precautionary measure, work in progress areas will be taped off at the end of the workday. Pier spoils from installation shall be spread at site, site will be left rough grade. The installer is not responsible for any damages or re-work resulting from after hours events or activities during the work in progress period. Temporary fencing is only provided by specific request, and additional charges will apply. Collectively and/or individually, not the manufacturer, TRP, their representatives, nor the installation company shall be held liable for any damages resulting from misuse, vandalism, or neglect. Any deviations from approved and accepted placement of all items, along with additional work, over and above quoted items, will be chargeable to the customer. Once work is completed the customer will be notified if present at the job site, and all responsibility of any new work will be transferred to the customer. The customer is responsible for maintaining the integrity of completed installation work until all components have seated and/or cured (concrete footings, etc.). Your project site must be completely prepared and ready to receive your equipment before any installation work begins. Acquisition of any and all permits is the sole responsibility of the customer. Additional charges may be billed for any extra hours or trips needed as a result of the work site not being ready. Neither the installation contractor, GameTime nor TRP will be responsible for delays caused by shortages, incorrect parts, weather conditions, other contractors, or lack of site readiness.

If you are receiving your equipment, you are responsible for unloading and accepting delivery from the freight company and reporting any damaged freight or shortages on the freight bill at the time. You will also be responsible for a complete inventory of your received equipment and reporting any discrepancies to us immediately. Neither the freight company nor the manufacturer will resolve shipment discrepancies that are not reported immediately. Make sure that all items have been received before any type of installation work is scheduled. The freight carrier will be instructed to call your designated contact 24 hours before delivery to arrange a delivery appointment.

Once accepted, orders can only be changed or canceled with the consent of GameTime and TRP, and on terms that will indemnify them against loss. Changed or canceled orders are subject to a \$100.00 service charge. Additionally, canceled orders are subject to a 25% restocking fee, plus freight charges (to and from). Built-to-order equipment orders are non-cancelable. Changes to orders that have been shipped and invoiced are subject to the above \$100.00 service charge plus additional restocking/return charges of 25%. Non-returnable items shall be charged at full invoice value. Any return transportation charges shall be for the Buyer's account. Replacement parts are also subject to the cancellation/returns policy. Please carefully review any research information that has been sent to you and confirm that you are ordering the correct replacement parts for your equipment. This quotation is valid 30 days. After 30 days, please request an updated quote. Prices may be subject to material and fuel surcharges at the time of shipment and are subject to change without notice. Current prices will apply at the time of shipment. Acceptance of this quote indicates your agreement to GameTime's credit terms, which are net 30 days, FOB shipping with approved credit. Any deviations from this proposal may invalidate the quoted pricing and/or terms.

THIS QUOTATION IS SUBJECT TO POLICES IN THE CURRENT GAMETIME PARK AND PLAYGROUND CATALOG AND THE FOLLOWING TERMS AND CONDITIONS. OUR QUOTATION IS BASED ON SHIPMENT OF ALL ITEMS AT ONE TIME TO A SINGLE DESTINATION, UNLESS NOTED, AND CHANGES ARE SUBJECT TO PRICE ADJUSTMENT. PURCHASES IN EXCESS OF \$1,000.00 TO BE SUPPORTED BY YOUR WRITTEN PURCHASE ORDER MADE OUT TO GAMETIME, C/O TOTAL RECREATION.

Please complete and return with your required form of payment:

**Acceptance of quotation:**

Accepted By (printed): \_\_\_\_\_

P.O. No: \_\_\_\_\_

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

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

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

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

Facsimilie: \_\_\_\_\_

Purchase Amount: **\$37,586.99**



c/o Total Recreation Products, Inc.  
17802 Grant Road Cypress, Texas 77429  
Phone: 281-351-2402  
Toll Free: 800-392-9909  
Fax: 281-351-2493

10/05/14 Item 14.  
Quote #101967-01102

## TJ-09070-21 Miller Park - Grant Surfacing and Installation

**Order Information:**

Bill To: \_\_\_\_\_

Ship To: \_\_\_\_\_

Company: \_\_\_\_\_

Company: \_\_\_\_\_

Attn: \_\_\_\_\_

Attn: \_\_\_\_\_

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

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

City, State, Zip: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

Tel: \_\_\_\_\_

Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

**For non-taxable purchases: Please also provide a copy of your Sales Tax Exemption Certificate or Resale Certificate.**

Quote prepared by: Jennifer Hart

GameTime Division  
PlayCore Wisconsin, Inc.  
150 PlayCore Drive SE  
Fort Payne, Alabama 35967  
Telephone: 800.235.2440

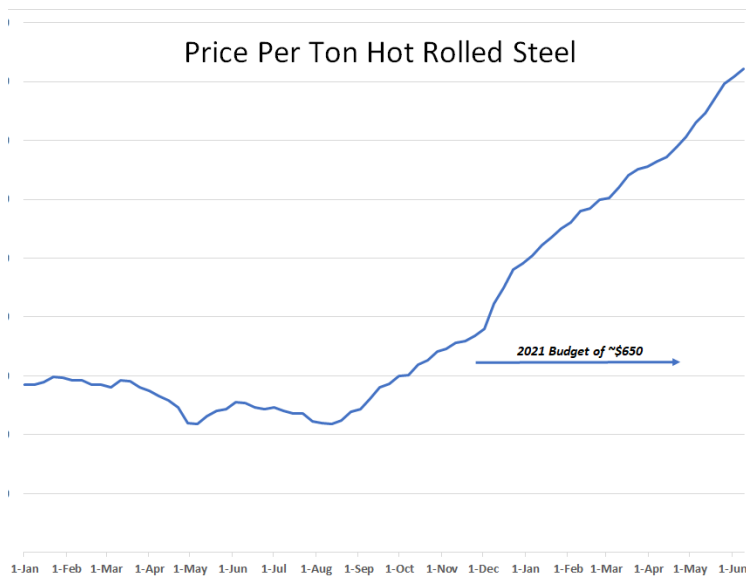


**Dear Valued Customer:**

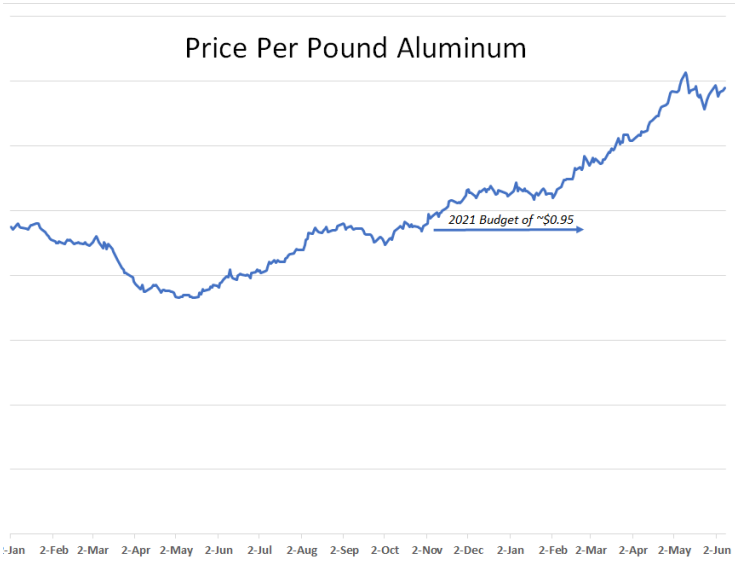
While we remain committed to effectively managing our product pricing to the best of our ability, we continue to experience unprecedented volatility in commodity prices with COVID-19 related production slowdowns and capacity challenges our raw material suppliers are facing, as depicted in the following summary. Due to the dramatic impact of these increases, it has become necessary for GameTime to implement an additional material surcharge effective for orders submitted on or after July 12<sup>th</sup>, 2021.

Along with our local representatives, we will ensure your projects continue to meet the best-in-class product quality and service you expect from GameTime. We will monitor market conditions closely and communicate with you to ensure your projects provide exceptional value to the communities you serve.

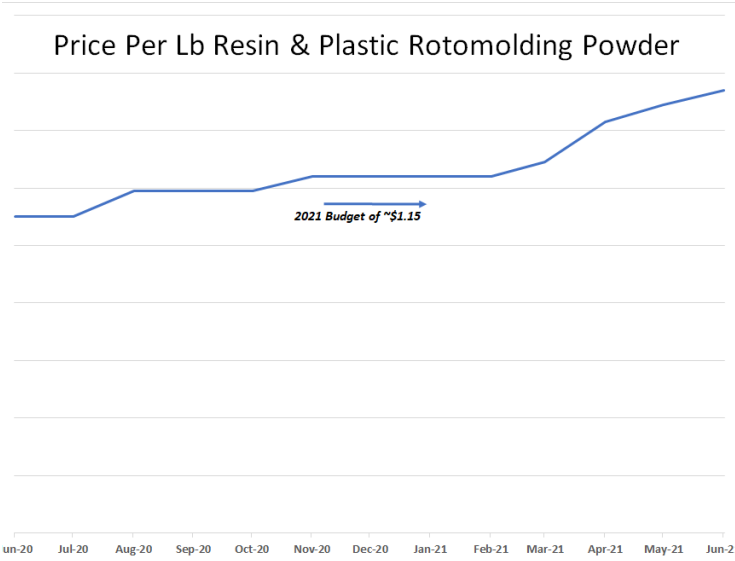
Thank you for partnering with us to build communities and enrich lives through play and recreation. We are grateful for your continued resilience and commitment to creating playful places for all ages and abilities. If you have any questions or a project you would like to discuss, please contact your local GameTime representative at 800-235-2440.



- Suppliers idled furnaces in 2020, pushing inventories to scarce levels
- 2021 demand returning at a rate faster than supply
- Many suppliers continue facing challenges with ramping up production due to COVID-19 related restrictions
- YOY cost increases exceeding 275%



- Strong exports to Asia in 2020 depleted U.S. inventories
- Continued strength in export market and increased demand in U.S. manufacturing resulting in supply chain difficulty
- YOY cost increases exceeding 65%



- Most active Atlantic hurricane season on record caused suppliers to idle production
- Many suppliers implementing 50% material allocation to primary buyers in attempt to catch up to normal production and inventory levels
- YOY cost increase exceeding 35%

S. Spencer Cheak  
 GameTime President  
 150 PlayCore Drive S.E.  
 Fort Payne, AL 35967

*GameTime is a leading US manufacturer of commercial playgrounds, custom play spaces and outdoor fitness equipment. Our products combine play research with thoughtful design to create award-winning playgrounds for people of all abilities. Since 1929 we have partnered with local and national advocates for play to build healthy, active communities for this generation and the next. Find out more about our mission of enriching the lives of children and families through play at [www.gametime.com](http://www.gametime.com).*

For any questions, please contact us 800-235-2440.

# ENGINEERED WOOD FIBER

An affordable natural surfacing choice that meets accessibility guidelines.



## AT A GLANCE

Maintenance: High    Access: Mid    Color Options: N/A    Warranty: 15/25 years

## DESCRIPTION

Engineered wood fiber from GT Impax is a popular choice for projects with initial budget constraints. This maintenance will help to maintain the recommended compacted material depth, thus keeping the surface compliant with applicable standards and warranty. Once the newly installed product has settled, it forms a “knitted” layer that is designed to support a variety of mobility devices including wheelchairs, crutches, and walkers. Providing adequate drainage is an important preventative measure, because wet engineered wood fiber may freeze in sudden climate changes. GT Impax wood fiber is non-toxic, and does not contain paint, chemicals, or additives. It contains minimal bark, and is free of twigs, leaf debris, and other organic materials.

## BENEFITS

- Engineered wood fiber gives your playground an attractive, natural look
- Economical initial cost
- Loose fill materials aid in the protection of children who experience lateral falls

## BASIC SPECIFICATIONS

Product is manufactured of size controlled softwoods and/or hardwoods which average 1”-2” in length and contain a maximum of 15% fines to aid in compaction. Engineered wood fiber can be installed over bare earth when Geotextile Fabric is used to enhance drainage.

This product meets all applicable ASTM standards. For more information, please refer to our complete product specification.

## TIPS

- Use GT Impax wear mats to reduce displacement in “kick out” areas, raking is required to maintain compliant depths
- As with all loose fill surfaces containment systems like our playcurbs will reduce the spread of surfacing to non-play areas
- Install GT Impax drainage systems to prevent freezing or puddling



# DIRECT BOLT®

Direct Bolt connections are accurate, strong, and allow for quick assembly.



## FASTER, EASIER INSTALLATION

What our play systems are shipped from our plant, they are ready to be bolted together on site. That means there is no need to measure, drill, or adjust the components in the field, reducing the time required to build the system and ensuring an accurate installation that is compliant with IPEMA and ASTM standards every time. We believe a play system's compliance should be determined by a computerized engineering at the factory, not a person on a job site with a tape measure.

Direct Bolt connections require much less hardware during installation and maintenance. Assembling a GameTime deck to four uprights only requires eight stainless steel bolts inserted into eight precision-drilled inserts. A typical clamp assembly requires thirty-two pieces of hardware that have to be measured, adjusted, and repeatedly aligned until the components are correctly assembled. That's four times the hardware, and four times the time, required to assemble a single deck.

## OTHER BENEFITS OF DIRECT BOLT®

Direct Bolt connections are the same structural connection used in bridge, office buildings, and any major construction project where strength, stability, and accuracy are paramount. Direct Bolt connections using threaded insets provide a stronger connection than clamps. When it comes to children's playground equipment, nothing is more important.

Direct Bolt connections are more aesthetically pleasing. Instead of dozens of unsightly clamps attached all over your playground, GameTime play system maintain a sleek, clean design. Moreover, Direct Bolt connection eliminate climbing "footholds" that are endemic to clamp systems, preventing non-compliant and unsafe play behavior.

# Color Options



A PLAYCORE Company

Metal	
White	
Champagne	
Metallic	
Starlight	
Black	
Bronze	
Beige	
Brown	
Dark Green	
Green	
Light Green	
Spring Green	
Blue	
Sky Blue	
Periwinkle	
Royal Purple	
Burgundy	
Red	
Orange	
Butterscotch	
Yellow	

Plastic	
Champagne	
Beige	
Green	
Light Green	
Spring Green	
Dark Blue	
Blue	
Sky Blue	
Periwinkle	
Royal Purple	
Red	
Orange	
Yellow	

HDPE	
Dolphin Gray	
Black	
Beige	
Brown	
Green	
Spring Green	
Blue	
Sky Blue	
Purple	
Burgundy	
Red	
Orange	
Yellow	

2 Color HDPE	
White/Black	
Dolphin Gray/Black	
Black/White	
Beige/Green	
Brown/Beige	
Green/Beige	
Green/White	
Spring Green/White	
Blue/Beige	
Sky Blue /White	
Red/White	
Yellow /Black	

Shade	
Khaki	
Graphite	
Cloud	
Sand	
Evergreen	
Azure	
Aquamarine	
Tree Frog	
Deep Sea	
Sky	
Lilac	
Mesa	
Dandelion	

NEW! VistaRope Standard						NEW! VistaRope Custom				
Red	Blue	Yellow	Green	Brown	Natural	Black	Red/Black	Red/Blue	Blue/Yellow	Green/Brown

\*Colors for VistaRope products only. All standard GameTime ropes are black

Decks			
Gray	Blue	Red	Brown

Special Rock		Wallcano® Handholds				Site Recycled Plastic Lumber		
Sandstone	Deep Granite	Red	Green	Blue	Beige	Gray	Tudor	Sand

All colors are approximate. Contact your GameTime representative for color samples.



# Natural Palettes

Photo Palette: Bayou

NEW!

Arctic



Uprights Metal Plastic HDPE Decks

Bayou



Uprights Metal Plastic HDPE Decks

NEW!

Bloom



Uprights Metal Plastic HDPE Decks

Jungle



Uprights Metal Plastic HDPE Decks

Malibu



Uprights Metal Plastic HDPE Decks

Rainforest



Uprights Metal Plastic HDPE Decks



# Contemporary Palettes

Photo Palette: Deep Space

NEW!

Avalon



Uprights Metal Plastic HDPE Decks

Deep Space



Uprights Metal Plastic HDPE Decks

Emerald



Uprights Metal Plastic HDPE Decks

Papaya



Uprights Metal Plastic HDPE Decks

NEW!

Whimsy



Uprights Metal Plastic HDPE Decks

Wisteria



Uprights Metal Plastic HDPE Decks

# Primary Palettes

Photo Palette: Shine



Allegiance



Uprights Metal Plastic HDPE Decks

Jellybean



Uprights Metal Plastic HDPE Decks

Jovial



Uprights Metal Plastic HDPE Decks

Patriotic



Uprights Metal Plastic HDPE Decks

Shine



Uprights Metal Plastic HDPE Decks

NEW!

Sunrise



Uprights Metal Plastic HDPE Decks

# INSTALLATION EXCELLENCE

Our manufacturer-specific training course is unique and is acknowledged in the industry as a program that should be a model for all.



## INSTALLERS WHO SHARE OUR VISION

We want to make sure our installers know safety regulations, industry standards, and how they apply when installing equipment. It is important to us that your installation process goes smoothly, and that everything is done to our exacting specifications. It isn't enough to send our installers to a third party certification program. We want to meet them, teach them, and make sure they know how to install products. All playground equipment is different, and we want to ensure that when they learn how to put a play structure together, they are training on one of ours.

## CERTIFICATION MATTERS

GameTime's exclusive Certified Installer Training course has a two-part curriculum. First attendees learn about installation in a hands-on lab where they assemble play structures under the watchful eyes of our on-staff professionals. They learn about new products, modifications, and now industry information. They are also instructed on CPSC, ASTM, and industry regulations in relation to our products and proper installation. They learn how to properly locate and drill ground hole,

recognize and avoid underground utilities, and use the tools needed to ensure an accurate.

The course also includes a lecture series, with focuses on risk management, insurance and many other topics that will give installers the knowledge and skills to make your playground everything you expect it to be. By completing our training, we can have the confidence that no matter where they are in the US, all of our playgrounds are being installed correctly, expertly, and to the exacting standards we maintain throughout the process.

Upon completion of the course our installers sign a contract that we share with our sales force, so that when scheduling an installation our representatives know who to choose to get the job done right. This manufacturer specific training course is unique to GameTime alone, and is acknowledged in the industry as a program that should be a model for all. It's just one more thing that sets GameTime apart, and one more reason you should trust us to be your playground company.

# MAINTENANCE

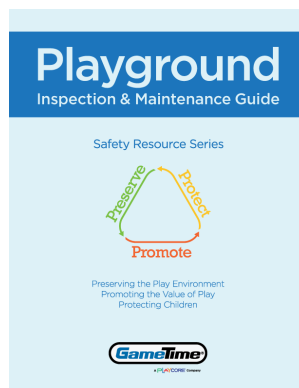
Our comprehensive guide will help you maintain your playground.



## IMPORTANCE OF MAINTENANCE

Designing and building a GameTime playground is an important first step in creating play opportunities that enrich the lives of children and the community in which they live. Once the playground is open, however, it is equally important to perform regular inspections and maintenance to ensure your investment, and the benefits it represents, is protected.

The National Recreation and Parks Association's Certified Playground Safety Inspection Course estimates that nearly 40% of all playground injuries occur sure to improper or neglected maintenance. To help you create an inspection and maintenance program for your playground GameTime developed a comprehensive Playground Maintenance Guide to help you maintain and protect your playground.



## CUSTOMIZED MAINTENANCE KIT

We provide a customized maintenance kit with every play system. Each kit includes:

- Touch up paint customized to your selected color palette to touch up nicks and scratches cause by wear and tear and/or vandalism
- Graffiti Remover designer to remove unwanted paint from plastic and metal without damaging the finish underneath
- Customized toolkit specifically for the bolts, fittings, and connections on your play system
- Instruction manual with easy-to-read assembly instructions for every component on your system

# INSURANCE

GameTime has \$51 Million in product liability insurance.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/02/2019

**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 have ADDITIONAL INSURED provisions or 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> Marsh USA, Inc. Two Alliance Center 3560 Lenox Road, Suite 2400 Atlanta, GA 30326 Attn: Atlanta.CertRequest@marsh.com / Fax: 212-948-4321 CN102326389-CAS-GAUWX-19-20	<b>CONTACT</b> NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Travelers Property Casualty Company Of America</td> <td>25674</td> </tr> <tr> <td>INSURER C : ACE Property And Casualty Ins Co</td> <td>20699</td> </tr> <tr> <td>INSURER D : The Travelers Indemnity Company of America</td> <td>25666</td> </tr> <tr> <td>INSURER E : National Union Fire Ins Co. of Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER F : The Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Travelers Property Casualty Company Of America	25674	INSURER C : ACE Property And Casualty Ins Co	20699	INSURER D : The Travelers Indemnity Company of America	25666	INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445	INSURER F : The Charter Oak Fire Insurance Co.
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Evanston Insurance Company	35378														
INSURER B : Travelers Property Casualty Company Of America	25674														
INSURER C : ACE Property And Casualty Ins Co	20699														
INSURER D : The Travelers Indemnity Company of America	25666														
INSURER E : National Union Fire Ins Co. of Pittsburgh PA	19445														
INSURER F : The Charter Oak Fire Insurance Co.	25615														

**COVERAGES**      **CERTIFICATE NUMBER:** ATL-004720415-32      **REVISION NUMBER:** 12

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 <input checked="" type="checkbox"/> SIR \$250,000 Per Occ. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MKLV2PBC000367	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 POLICY AGGREGATE \$ 10,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			TJ-CAP-9D897065TIL-19	08/01/2019	08/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded.: \$1,000 \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 25,000			XOOG71549501 001	08/01/2019	08/01/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
F	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N		N/A	UB-2N106953-19-51-R	08/01/2019	08/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UB-2N159031-19-51-K	08/01/2019	08/01/2020	E.L. EACH ACCIDENT \$ 1,000,000
B				UB-7J602089-19-14-G (See Additional Page.)	08/01/2019	08/01/2020	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
E	Excess Umbrella			BE 015899319	08/01/2019	08/01/2020	Each Occurrence \$ 15,000,000 Aggregate \$ 15,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
For Information Only

<b>CERTIFICATE HOLDER</b> GameTime A Division of PlayCore Wisconsin, Inc. 150 PlayCore Drive SE Fort Payne, AL 35967	<b>CANCELLATION</b> 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 of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
--	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD



GameTime's per occurrence insurance policy is one of the strongest in the industry. By definition, a Per Occurrence policy provides coverage for an accident that occurred during the term of the policy, even if the policy is subsequently changed or terminated. This is superior to a Claims Made policy, which does not provide such coverage. The certificate pictured is for informational purposes only, and may not be current. A copy of the current certificate is available on request.



# ENVIRONMENTAL RESPONSIBILITY

Environmentally responsible play systems that last for decades, not years.



- 1 100% recyclable plastics are manufactured using efficient processes
- 2 Steel tubing is 100% recyclable and contains 50% post-consumer recycled materials
- 3 100% recycled plastic lumber
- 4 Aluminum uprights are 100% recyclable and contain 65% pre-consumer and 10% post-consumer recycled content
- 5 100% recyclable plastics
- 6 Steel decks and stairs are 100% recyclable and contain 30% pre-consumer and 68% post-consumer recycled content
- 7 100% recycled plastic curbs

## OUR PLAYGROUNDS ARE DESIGNED FOR FAMILIES AND TO MINIMIZE THE IMPACT ON THE PLANET WHERE WE PLAY.

It's our responsibility to act as stewards of our planet and its natural resources. It's also our mission to create fun, active, and innovative places for families to gather and play. Our environmental sustainability efforts are intended to help ensure children of today can take their grandchildren to playgrounds in the future. Our approach to stewardship and sustainability encompasses every aspect of our company - from the way we manufacture our products to how we do business. Children learn many valuable life skills on playgrounds. We've learned some important lessons, too. We continuously strive to be environmentally responsible and to make sure future generations benefit from our efforts.

## RECYCLING (ANNUAL)

<b>Cardboard:</b> 28.55 tons	<b>Fork lift batteries:</b> 48 lbs.
<b>Paper:</b> 12.25 tons	<b>PVC trimmings:</b> 1,681 lbs.
<b>Scrap plastics:</b> 37,586 lbs.	<b>Steel:</b> 2,791,275 lbs.
<b>Computer equipment:</b> 5,526 lbs.	<b>Aluminum:</b> 27,965 lbs.
<b>Plastic bottles:</b> 23,850	<b>Cartridges:</b> 260
<b>Fluorescent bulbs:</b> (4') 428	<b>Trash can lids:</b> 220 lbs.
<b>Ballasts:</b> 83 lbs.	<b>Polyurea (liquid):</b> 100 gallons


## 125,000 INDIVIDUAL PARTS 400,000 SQUARE FEET ONE ENVIRONMENTAL COMMITMENT

- We work with our suppliers to source the most environmentally preferable materials for our products.
- We include as much pre-consumer and post-consumer recycled content in our products as possible - without compromising the quality, durability, and performance.
- We're updating light fixtures, upgrading air compressors, and conducting energy audits because every small improvement leads to significant reductions in our overall environmental impact.
- We've implemented a variety of initiatives to reduce water consumption in our facilities, including the use of high-efficiency technology for product painting and washing.
- We recycle the vast majority of waste at our manufacturing facility, including 100% of manufacturing process waste like scrap metal, rotationally molded plastic and paper. We recycle the majority of our administrative waste, too.

# WARRANTY

GameTime offers a comprehensive warranty on all of our products.

150 PlayCore Drive, SE  
Fort Payne, Alabama 35967  
Telephone: 256/845-5610  
Facsimile: 256/845-9361  
Email: [service@gametime.com](mailto:service@gametime.com)



A PLAYCORE Company

## GAMETIME® WARRANTIES

GameTime provides warranties on all materials and workmanship for one year, excluding vandalism.

In addition, GameTime offers:

- ✓ Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- ✓ Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- ✓ Lifetime limited warranty on all hardware.
- ✓ Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- ✓ Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- ✓ Fifteen-Year limited warranty on rotationally-molded products.
- ✓ Ten-Year limited warranty on GTFit, THRIVE and Challenge Course posts & bars.
- ✓ Ten-Year limited warranty on site furnishings against structural failure.
- ✓ Ten-Year limited warranty on SunBlox® products.
- ✓ Ten-Year limited warranty on fiberglass and DHPL signage.
- ✓ Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- ✓ Five-Year limited warranty on nylon-covered cable net climbers and components.
- ✓ Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- ✓ Five-Year limited warranty on Super Seats™.
- ✓ Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- ✓ Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- ✓ One-Year limited warranty on Challenge Course timing components.
- ✓ One-Year limited warranty on all other GameTime products.

**All warranties specifically exclude damage caused by vandalism; negligence, improper installation or improper use; changes in appearance resulting from weathering; scratches, dents or marring as a result of use. Warranties are valid only if products are installed and maintained in accordance with GameTime instructions and use approved parts.**

GTW200101 Page 1

For the purpose of this warranty, “lifetime” encompasses no specific term of years, but rather that seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all its parts will be free from defects in material and manufacturing workmanship.

- Lifetime limited warranty on PowerScape®, PrimeTime®, Xscape® & IONiX® and Modern City® uprights.
- Lifetime limited warranty on Tru-Loc® connections and upright bolt-through connections.
- Lifetime limited warranty on all hardware.
- Twenty-Year limited warranty on Timber Décor™ & Timbers recycled plastic lumber.
- Fifteen-Year limited warranty on metal decks, pipes, rungs, rails, loops, braces, and footbucks.
- Fifteen-Year limited warranty on rotationally-molded products.
- Ten-Year limited warranty on GTFit, THRIVE and Challenge Course posts & bars.
- Ten-Year limited warranty on site furnishings against structural failure.
- Ten-Year limited warranty on SunBlox® products.
- Ten-Year limited warranty on fiberglass and DHPL signage.
- Five-Year limited warranty on TuffForms® structures, including TuffCrete™ and PolyShield™.
- Five-Year limited warranty on nylon-covered cable net climbers and components.
- Five-Year limited warranty on GT Symphony Freenotes™ Harmony Park components.
- Five-Year limited warranty on Super Seats™.
- Three-Year limited warranty on Everybody Plays polyurea coated foam & rubber strips.
- Three-Year limited warranty on SaddleMates® rubber and “C”-springs.
- One-Year limited warranty on Challenge Course timing components.
- One-Year limited warranty on all other GameTime products.



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Action Item

**MEETING DATE:**

September 7, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of Resolution 21-32 approving a finance contract with Government Capital Corporation for the purpose of procuring playground equipment.

---

**BACKGROUND INFORMATION:**

This item allows the commission to approve the financing of the playground equipment discussed in a previous agenda item. The cities first payment will be in October 2022 due to this project not being funded in this fiscal year.

---

**FISCAL IMPACT:**

- Not Applicable  
 Proposed Expenditure: \$118,859.22  
 General Ledger Code: 101-5-33-7233  
 Proposed Revenue:  
 Budget Amendment Required: No  
 Financial Review Completed by: Erika McComis

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Resolution  
Lease Amount Memo

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve Resolution 21-32 approving a finance contract with Government Capital Corporation for the purpose of procuring playground equipment.

## RESOLUTION # 21-32

### A RESOLUTION REGARDING A FINANCE CONTRACT FOR THE PURPOSE OF PROCURING **"PLAYGROUND EQUIPMENT"**

WHEREAS, contingent upon the approval of the Attorney of City of Breckenridge (the "Issuer"), the Issuer desires to enter into that certain Finance Contract by and between the Issuer and Government Capital Corporation ("GCC") for the purpose of financing "Playground Equipment". The Issuer desires to designate this Finance Contract as a "qualified tax-exempt obligation" of the Issuer for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

NOW THEREFORE, BE IT RESOLVED BY CITY OF BRECKENRIDGE:

Section 1. That the Issuer will enter into a Finance Contract with GCC for the purpose of financing "Playground Equipment".

Section 2. That the Finance Contract by and between the City of Breckenridge and GCC is designated by the Issuer as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the Issuer will designate the City Manager, or designee, as an authorized signer of the Finance Contract by and between the City of Breckenridge and GCC.

Section 4. That the City will use loan proceeds for reimbursement of expenditures related to the Property.

PASSED AND APPROVED by the Board of the City of Breckenridge in a meeting held on the 1st day of November 2021

ISSUER: City of Breckenridge

Witness Signature

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

\_\_\_\_\_  
Heather Robertson-Caraway  
City Secretary



October 21, 2021

Ms. Ericka McComis  
 City of Breckenridge  
 (254) 559-8287  
 emccomis@breckenridgetx.gov

Dear Ms. McComis,

Thank you for the opportunity to present proposed financing for City of Breckenridge. I am submitting for your review the following proposed structure:

ISSUER:	City of Breckenridge, Texas	
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005	
EQUIPMENT COST:	\$ 118,859.82	
TERM:	3 Annual Payments	5 Annual Payments
INTEREST RATE:	3.275%	3.348%
PAYMENT AMOUNT:	\$ 42,242.92	\$ 26,212.02
PAYMENTS BEGINNING:	One year from signing, annually thereafter	

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and as always, my job is to make sure you have the best possible experience every time you interact with our brand. We're always open to feedback on how to make your experience better. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Stephanie Cates*

Stephanie Cates  
 Sr VP Client Services  
 Main: 817-421-5400

*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.*



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Action Item

**MEETING DATE:**

September 7, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of Ordinance 21-12 amending the Code of Ordinances by amending Article 2 "Administration," establishing Section 1-30 'Claims Against City'.

---

**BACKGROUND INFORMATION:**

The city currently does not have an adopted ordinance establishing guidelines for persons wishing to file a claim against the city. The proposed ordinance is a common set of guidelines used by many cities to allow the public to file a claim with the City Secretary who is responsible for the cities insurance policy.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required:        No
- Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Ordinance

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to adopt Ordinance 21-12 amending the Code of Ordinances by amending Article 2 "Administration," establishing Section 1-30 'Claims Against City'.



**CITY OF BRECKENRIDGE, TEXAS  
ORDINANCE NO. 21-12**

**AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING ARTICLE 2 “ADMINISTRATION”, ESTABLISHING SECTION 1-30 ‘CLAIMS AGAINST CITY’; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Breckenridge is authorized to regulate various aspects of administration within the City; and

**WHEREAS**, the City of Breckenridge desires to add the policy for notices to the city of possible claims to the Code of Ordinances; and

**WHEREAS**, the City of Breckenridge finds that the policy provides guidance to persons and staff so as to establish a process for claims to be filed to protect the public health, safety, and general welfare.

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

**SECTION 1.** That Article 2, ‘Administration’, Section 1-30 through 1-34 “Claims Against City’ of the Breckenridge Code of Ordinances, is hereby amended by establishing guidelines for persons to submit a claim against the city, which shall herein read as follows:

**“ARTICLE 2 – ADMINISTRATION**

....

**SECTION 1-30 – CLAIMS AGAINST CITY**

**1-30. - Reporting requirements.**

The City shall never be liable for any claim for property damage or for personal injury, whether such personal injury results in death or not, unless the person damaged or injured, or someone in his/her behalf, or, in the event the injury results in death, the person or persons who may have a cause of action under the law by reason of such death or injury, shall, within 60 days or within six months for good cause shown from the date the damage or injury was received, give notice in writing to the mayor and City Commission of the following facts:

- a) The date and time when the injury occurred and the place where the injured person or property was at the time when the injury was received.
- b) The nature of the damage or injury sustained.
- c) The apparent extent of the damage or injury sustained.
- d) A specific and detailed statement of how and under what circumstances the damage or injury occurred.
- e) The amount for which each claimant will settle.
- f) The actual place of residence of each claimant by street, number, city and state on the date the claim is presented.
- g) In the case of personal injury or death, the names and addresses of all persons who, according to the knowledge or information of the claimant, witnessed the happening of the injury or any part thereof and the names of the doctors, if any, to whose care the injured person is committed.
- h) In the case of property damage, the location of the damaged property at the time the claim was submitted along with the names and addresses of all persons who witnessed the happening of the damage or any part thereof.

**1-31. - Commission to consider claim before lawsuit.**

No suit of any nature whatsoever shall be instituted or maintained against the City unless the plaintiff therein shall aver and prove that previous to the filing of the original petition the plaintiff applied to the City Commission for redress, satisfaction, compensation, or relief, as the case may be, and that the same was by vote of the City Commission refused.

**1-32. - Service of notice.**

All notices required by this division shall be effectuated by serving them upon the City Secretary at the Breckenridge City Administration Building at 105 North Rose Avenue, and all such notices shall be effective only when actually received in the office of the person named above.

**1-33. - Waiver of provisions prohibited.**

Neither the mayor, a City Commission member, nor any other officer or employee of the City shall have the authority to waive any of the provisions of this division.

**1-34. – Notice to be sworn.**

The written notice required under this division shall be sworn to by the person claiming the damage or injuries or by someone authorized by him or her to do so on his/her behalf. Failure to swear to the notice as required herein shall not render the notice fatally defective, but failure to so verify the notice may be considered by the City Commission

as a factor relating to the truth of the allegations and to the weight to be given to the allegations contained therein.  
.....”

**SECTION 2.** That all provisions of the Code of Ordinances of the City of Breckenridge, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** That should any word, phrase, paragraph, section or phrase of this ordinance or of the Code of Ordinances, as amended hereby, be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 4.** An offense committed before the effective date of this ordinance is governed by prior law and the provisions of the Code of Ordinances, as amended, in effect when the offense was committed, and the former law is continued in effect for this purpose.

**SECTION 5.** That this ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**DULY PASSED** by the Town Commission of the City of Breckenridge, Texas, this the 1st day of November, 2021.

APPROVED:

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

ATTEST:

\_\_\_\_\_  
Heather Caraway, City Secretary



### NOTICE OF INJURY, PROPERTY, OR VEHICLE DAMAGE

Please fill out all information that applies to your claim.

**CLAIMANT'S NAME:** \_\_\_\_\_

**CLAIMANT'S HOME ADDRESS:** \_\_\_\_\_

**CLAIMANT'S HOME TELEPHONE:** (\_\_\_\_) \_\_\_\_\_

**NAME OF CLAIMANT'S EMPLOYER:** \_\_\_\_\_

**CLAIMANT'S OCCUPATION:** \_\_\_\_\_

**CLAIMANT'S BUSINESS ADDRESS:** \_\_\_\_\_

**CLAIMANT'S BUSINESS TELEPHONE:** (\_\_\_\_) \_\_\_\_\_

**CLAIMANT AUTO: MAKE, YEAR, AND PLATE NUMBER:**

\_\_\_\_\_

**ADDITIONAL CLAIMANT NAME:**

\_\_\_\_\_

**DATE OF INCIDENT:** \_\_\_\_\_ **TIME OF INCIDENT:** \_\_\_\_\_

**LOCATION OF INCIDENT:** \_\_\_\_\_

**NATURE AND EXTENT OF DAMAGE SUSTAINED:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**STATE IN SPECIFIC DETAIL THE CIRCUMSTANCES OF HOW AND WHERE THE INCIDENT OCCURRED:**

---

---

---

---

---

---

---

---

**STATE WHETHER YOU WERE ADMITTED TO A HOSPITAL AS A RESULT OF THIS INCIDENT:**

---

**IF SO, STATE WHAT HOSPITAL AND THE RESPECTIVE ADMISSION AND RELEASE DATES:**

---

**DATE OF ADMISSION:** \_\_\_\_\_

**DATE OF RELEASE:** \_\_\_\_\_

**IF YOUR CLAIM IS FOR PROPERTY DAMAGE, STATE THE SPECIFIC NATURE OF THE DAMAGE OR LOSS AND THE PRESENT LOCATION OF THE PROPERTY DAMAGED (IF APPLICABLE, ATTACH WRITTEN ESTIMATES OF REPAIR):**

---

---

---

---

---

---

---

---

**IF YOUR CLAIM IS FOR LOST WAGES,**

**(A) STATE YOUR AVERAGE WEEKLY WAGE:**

---

**(B) STATE WHETHER YOU HAVE RETURNED TO WORK AND IF SO, ON WHAT DATE:**

---

**(C) STATE HOW LONG YOU HAVE BEEN WORKING FOR THIS EMPLOYER:**

---

**(D) STATE WHETHER YOU HAVE FILED A CLAIM FOR COMPENSATION UNDER THE TEXAS WORKERS' COMPENSATION LAW, THE RESPECTIVE DATE OF SUCH CLAIM, WHETHER YOU HAVE RECEIVED BENEFITS:**

\_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**IF YES, DATE OF CLAIM:** \_\_\_\_\_

**BENEFITS RECEIVED:** \_\_\_\_\_ **YES**                      \_\_\_\_\_ **NO**

**IF YES, STATE THE AMOUNT:** \_\_\_\_\_

**NAMES, ADDRESSES AND PHONE NUMBERS OF WITNESSES, IF AVAILABLE:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**I HEREBY AFFIRM THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND BASED ON MY PERSONAL KNOWLEDGE AND I HEREBY AUTHORIZE THE RELEASE TO THE CITY OF BRECKENRIDGE ANY AND ALL INFORMATION WITH REGARD TO MEDICAL HISTORY, CONSULTATIONS, PRESCRIPTIONS, DIAGNOSIS, REPORTS OR TREATMENTS, AND EMPLOYMENT RECORDS AS THE SAME RELATES TO THIS CLAIM.**

**SIGNED THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_, **20** \_\_\_\_\_

\_\_\_\_\_  
**SIGNATURE**



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Action Item

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approval of an administrative policy creating an incentive program for employees who receive a COVID-19 vaccine.

---

**BACKGROUND INFORMATION:**

Staff was directed at the October regular meeting to bring forth an policy for commission to consider.

**PRIOR MEMO MESSAGE:** Management has been asked by a commission member to research the possibility of providing an incentive to employees for receiving the COVID-19 vaccine.

The purpose of this item is to discuss the implementation of an incentive to City employees to get the COVID-19 vaccine as requested. Stephens County is currently at a stage 4 level due to the number of COVID cases in the area and the entire nation is experiencing a new surge. The surge has affected the ability of the medical community to provide effective healthcare for COVID and non-COVID patients; increased the number of employees who have been out due to COVID thus affecting productivity; and has resulted in new mandates regarding masks and vaccines at various levels of government. According to the Centers for Disease Control and Prevention (CDC), unvaccinated individuals are 4.5 times more likely to get infected, over 10 times more likely to be hospitalized, and 11 times more likely to die of COVID than vaccinated individuals. The proposed incentive will hopefully increase the number of employees who have been vaccinated and will ensure that the City is able to continue to provide essential services to our residents, businesses and visitors.

Management is proposing offering those employees that can provide proof of full vaccination up to twenty-four (24) hours of personal holiday time to be used during the

FY 22 fiscal year. Employees will have until January 10<sup>th</sup> to participate in the incentive program.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure:
- General Ledger Code:
- Proposed Revenue:
- Budget Amendment Required:           No
- Financial Review Completed by:

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

Vaccinet Incentive Policy

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve or deny an administrative policy creating an incentive program for employees who receive a COVID-19 vaccine.



## Employee COVID-19 Vaccination Policy

### Purpose

This policy has been prepared to aid the health and safety of our employees, their families, and the greater community by rewarding and encouraging vaccination against COVID-19 and its related variants. Specifically, the purpose of this policy is to provide paid quarantine leave to employees who have been fully vaccinated, to provide additional personal holiday hours as an incentive to employees who are currently vaccinated or who choose to become fully vaccinated, and to set forth the guidelines and procedures for administration of this policy.

### Effective Date

This policy is effective beginning November 2, 2021 and will remain in effect until further notice.

### Scope

The Personal Holiday Incentive section of this policy is applicable to all full-time City of Breckenridge employees. The Paid Quarantine Leave section of this policy is applicable to all full-time City of Breckenridge employees.

### Definitions

- **Personal Holiday Incentive** – additional personal holiday hours provided to employees as incentive for full vaccination in accordance with this policy.
- **Paid Quarantine Leave** – quarantine leave granted to an employee which does not impact the employee's personal sick or other paid leave time.
- **Quarantine** – A requirement for an individual to isolate themselves from others for a specified amount of time as determined in accordance with current Centers for Disease Control and Prevention (CDC) guidelines.
- **Exposure** – circumstances under which an employee has been exposed to COVID-19 that would warrant Quarantine, as defined by the CDC.
- **Fully Vaccinated** – having received the second dose in a 2-dose series, such as the Pfizer or Moderna vaccines, or after a single-dose vaccine, such as Johnson & Johnson's Janssen vaccine.

## **Policy**

### **Paid Quarantine Leave**

Employees who have tested positive for COVID-19 or who have been notified by Human Resources of an Exposure at work, will be required to Quarantine.

If required to Quarantine, employees who are Fully Vaccinated will receive Paid Quarantine Sick Leave (up to two weeks) and will not be required to use their personal sick time or other paid leave time to cover the Quarantine period, provided they have submitted proof of vaccination in accordance with this policy to the Human Resources Department.

If required to Quarantine, employees who are *not* Fully Vaccinated will continue to be required to use their personal sick time to cover their Quarantine. If they do not have adequate sick time, they must use other paid leave time. To the extent the employee does not have adequate sick or other paid leave time, the Quarantine period will be unpaid.

### **Personal Holiday Incentive**

Employees who have been fully vaccinated prior to November 2, 2021 will receive **24 hours of personal holiday** in recognition of receiving their vaccination and helping to ensure the safety of their fellow employees, their families, and the community. This time will be added to their accounts and available for use beginning November 15, 2021.

Employees who are not Fully Vaccinated prior to November 2, 2021, but who choose to become Fully Vaccinated prior to January 10, 2022, will receive **16 hours of personal holiday**. This time will be added to their accounts and available for use beginning January 17, 2022.

Employees who are not Fully Vaccinated prior to November 2, 2021, but who choose to become Fully Vaccinated after January 10, 2022 will still be eligible to receive **8 hours of personal holiday**.

Employees hired after November 2, 2021 who are already Fully Vaccinated, or who choose to become Fully Vaccinated within 60 days of their start date, will receive an additional **8 hours of personal holiday**.

Employees may use Sick Time Hours for time spent obtaining a vaccine during the employee's regular work schedule in accordance with City policy.

### **Voluntary Participation**

Employees are not required to provide proof of vaccination status. However, to be eligible to receive the Vaccination Incentive or Paid Quarantine Leave as part of this voluntary initiative, documentation is required.

## Accommodations

Employees who need reasonable accommodations to obtain a vaccination may make a request through the Human Resources Department.

## Employee Responsibilities

### Documentation

To be eligible for the Vaccination Incentive or Paid Quarantine Leave, employees must provide documentation that they are Fully Vaccinated to the Human Resources Department. Employees may provide said documentation in one of the following ways:

- 1) emailing a copy of their documentation to [accounting@Breckenridgetx.gov](mailto:accounting@Breckenridgetx.gov)
- 2) visiting the office of Human Resources at 105 N. Rose Ave and showing documentation.

Employees who have been fully vaccinated prior to November 2, 2021:

- Deadline to submit documentation: Friday, November 12, 2021
- Flex Incentive will be available November 15, 2021

Employees who are Fully Vaccinated prior to January 10, 2022:

- Deadline to submit documentation: Friday, January 14, 2022
- Flex Incentive will be available January 17, 2022

Employees who are Fully Vaccinated after January 10, 2022, and employees hired after November 2, 2021:

- Once documentation is submitted to the Human Resources Department, the Personal holiday Incentive will be applied to the next complete pay period.

It is the responsibility of the employee to use their personal holiday by September 30, 2022. For questions regarding the interpretation of this policy, contact Human Resources.



# Commission Meeting Agenda Item Memorandum

---

**ITEM TYPE**

Action Item

**MEETING DATE:**

November 1, 2021

---

**PRESENTER:**

Erika McComis, City Manager

---

**ITEM DESCRIPTION:**

Consider approving the funding of New Benefit Solutions a telehealth service for all full-time and regular part-time employees for Fiscal Year 2022.

---

**BACKGROUND INFORMATION:**

During the cities employee enrollment meeting for health benefits staff brought up that telehealth calls through the current program cost a fee to be determined by the provider. City Manager McComis had a telehealth plan at her previous city which was at a low cost to the employer and was no fee to the employee.

Staff recommends purchasing the telehealth services for employees at an amount of \$7.45 per month for each employee. This will allow employees to make a doctor appointment over the phone and not have to go to a providers office and not be charged for the visit.

The cost for the services will be \$6,348 divided between the general fund, water fund and wastewater fund.

---

**FISCAL IMPACT:**

- Not Applicable
- Proposed Expenditure: \$6,348
- General Ledger Code: various
- Proposed Revenue:
- Budget Amendment Required: Yes
- Financial Review Completed by: Erika McComis

---

**LEGAL REVIEW:**

Not applicable.

---

**ATTACHMENTS:**

New Benefits Proposal

---

**RECOMMENDED MOTION AND/OR ACTION:**

Move to approve the funding of New Benefit Solutions a telehealth service for all full-time and regular part-time employees for Fiscal Year 2022

**new benefits**<sup>®</sup>  
creating advantage.



# The New Benefits Solution

Drive employee engagement, productivity, and well-being with an enhanced benefit solution.

# Health Boost Package for City of Breckenridge

## Package and Pricing

### Health Boost

- **Teladoc \$0 Visit fee**
- **Alight Navigator**
  - **Health Pro and Transparency**
- **Doctors Online**
- **Retail and Mail Order Rx Savings**
- **Additional Health Benefits**
- **NB Deals and NB Travel**

**Employer Paid: \$7.45 PEPM**

- Pricing is listed as Per Employee Per Month. Member is defined as the card purchaser and all legal dependents (spouse and children up to age 26)
- Primary members will add their dependents within their membership portal or can be provided on the eligibility file. Dependents are defined as spouse/domestic partner, children up to age 26, adult dependent children with disability, and parents who are being cared for within the home.
- **Residents of UT and WA may only participate when program is 100% employer-funded.**
- **Benefits are not available to VT residents.**
- List billing is only available for monthly statements of \$50.00 or more
- Membership materials include two membership cards, a full-color 5" x 8" booklet with benefit descriptions and instructions
- Members may also access their benefits with My Benefits Work™ mobile app, available in the App Store and Google Play

**newbenefits**<sup>®</sup>  
creating advantage.

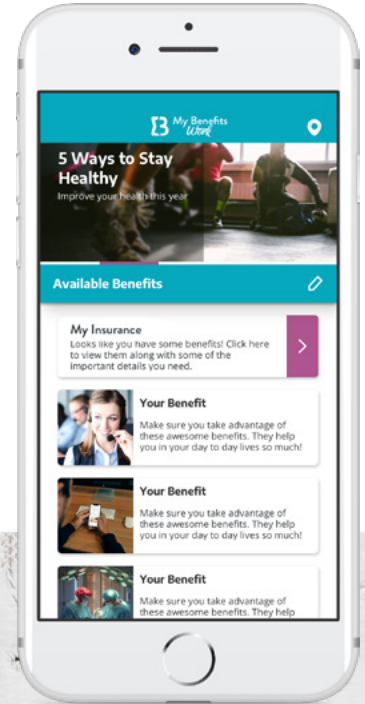
# My Benefits Work

## Mobile App & Web Portal

## Access Benefits On-Demand Through your Mobile App

### More Than a Directory

Access your benefits anytime, anywhere through the My Benefits Work mobile app and web portal



### Quick Features

- ▶ **My Wallet** simplifies access to benefit information with a single location to store and view cards for medical insurance, HSA, and more
- ▶ **Benefit tiles** link directly to Alight to help you speak with a Health Pro and search providers based on Price and Quality.
- ▶ **My Insurance** reduces the need to juggle multiple apps by incorporating insurance plan details and contact information

### Keep Benefits Top-of-Mind

Timely emails and push notifications are scheduled regularly to remind you of your benefits

### On-Demand Support

**Simply** tap on each benefit for a description of what it is and how to use it, watch a video, and review FAQs. If employees need additional help understanding their benefits, they can talk to a member support representative via chat or phone.

### Get Started Now

1. Download the **My Benefits Work app** on the App Store or Google™ play, or visit **MyBenefitsWork.com**
2. Use your Member ID and Group ID to register
3. Enjoy your benefits!





## Redirect Claims and Improve Productivity with 24/7 Access to Doctors



73% have trouble receiving timely medical care without having to visit the ER

One in four Americans have skipped treatment due to high costs and lack of time

- ▶ By using Teladoc instead of going to an urgent care clinic or ER, employees cut unnecessary out-of-pocket costs and time wasted in crowded waiting rooms.
- ▶ Employees can call a doctor whenever they need to – whether during their lunch hour, in the evening, or on the weekend
- ▶ Employees can access the benefit through the **My Benefits Work mobile app** and **MyBenefitsWork.com**

## How Teladoc Works

- ▶ Doctors offer a diagnosis, treatment options, and prescription, if medically necessary
- ▶ Treatment for common medical issues such as colds, flu, poison ivy, respiratory infections, bronchitis, pink eye, sinus problems, allergies, urinary tract infections and ear infections
- ▶ 10-minute average doctor response time
- ▶ Visits for all ages — from children to seniors
- ▶ Includes spouse and dependents
- ▶ If employees are caring for an aging parent or loved one, they can provide access to \$45 visits
- ▶ U.S. board-certified doctors with an average 20 years practice experience
- ▶ Upon employee request, Teladoc can share visit information with their doctor

©2021 Teladoc, Inc. All rights reserved. Teladoc and the Teladoc logo are registered trademarks of Teladoc, Inc. and may not be used without written permission. Teladoc does not replace the primary care physician. Teladoc does not guarantee that a prescription will be written. Teladoc operates subject to state regulation and may not be available in certain states. Teladoc does not prescribe DEA controlled substances, non-therapeutic drugs and certain other drugs which may be harmful because of their potential for abuse. Teladoc physicians reserve the right to deny care for potential misuse of services.

# Alight Navigator

## Drive Smarter Healthcare Consumerism Through Advocacy and Price Transparency



In-network healthcare prices vary by 300% or more, and online physician ratings aren't always accurate

- ▶ Health advocacy gives employees an expert in their corner to educate, motivate, and empower them to more easily navigate the healthcare system and better utilize their benefits

Over 30% of medical bills are wrong due to incorrect coding or other issues

- ▶ By optimizing employees' networks with high-quality, cost-effective care, health advocates help employers save millions in healthcare and productivity expenses

Two-thirds of patients find it difficult to determine medical costs before treatment

- ▶ Employees can access the benefit through the **My Benefits Work mobile app** and **MyBenefitsWork.com**

## How Alight Works

### A dedicated team of highly trained Health Pros:

- ▶ Help employees understand insurance benefits
- ▶ Provide guidance related to plan selection
- ▶ Explain care options
- ▶ Review medical bills and resolve errors
- ▶ Assist with scheduling appointments
- ▶ Help with issues related to dental and vision benefits
- ▶ Respond to most requests by the next business day
- ▶ Have passed rigorous credentialing and completed extensive training

### Price transparency tools allow employees to:

- ▶ Find highly rated doctors, dentists, and eye care professionals in their area who meet their personal preferences and healthcare needs
- ▶ Get price comparisons before receiving procedures and care
- ▶ Compare medication prices and help lower the cost of prescriptions

*Alight will never share protected health information (PHI) with your employer. Alight does not provide medical advice or replace your doctor. Alight is unable to assist during medical emergencies. Alight provides unbiased recommendations and is not affiliated with anyone that we recommend.*

# What’s guiding your people? Every health plan needs a compass.

After payroll, chances are healthcare benefits are your largest expense. Typically, these benefits are not fully used leading to higher healthcare costs and lower benefits satisfaction. With Alight's Healthcare Navigation Solutions, your people get the information they need to get to the right doctor from the start, saving money and improving healthcare outcomes.

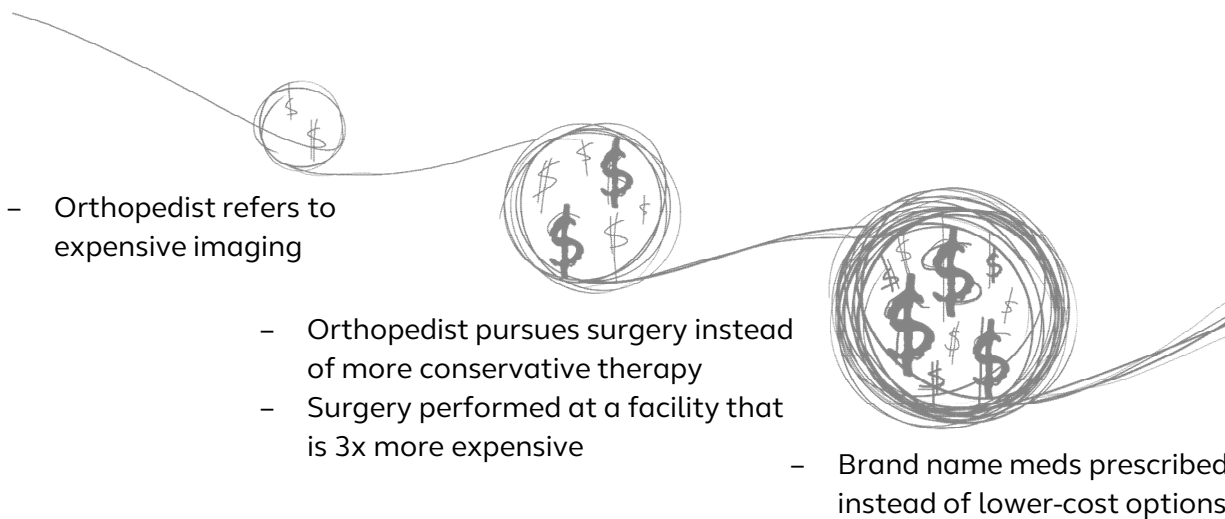
## The problem—The typical benefits experience is often confusing, impersonal and expensive.

Given the inherent complexities the healthcare system itself, employees are generally ill-equipped to and/or intimidated to take on their personal healthcare journey alone. Most struggle to find the right starting point—Do I go to my employer? My insurance carrier? Or to the ER? Data shows that the bottle neck comes at different times and in different flavors:

- **Lack of transparency**—The average person overpays for prescriptions by 50%, and in-network healthcare prices can vary by 300% or more.
- **Low trust**—Only 7% of Americans trust health insurance companies.
- **Administrative headaches**—30% of medical bills are incorrect.

Furthermore, healthcare costs start when employees choose a doctor. The plan sponsor is on the hook for not only that spend, but also the subsequent flow from that first appointment. Since 33% of all healthcare spend is waste, employers need safeguards to prevent the snowball effect that can come from misguided employee choices.

### THE "SNOWBALL" EFFECT OF GOING TO THE WRONG DOCTOR



# Alight Healthcare Navigation

## Better choices. Better care. Lower costs.

### Eliminate the hassles of health insurance and healthcare



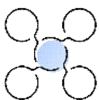
Better understand health benefits

Your people will get unbiased guidance in selecting a health plan and personal support for medical, dental and vision benefits throughout the year.



Get help with medical bills

Give your people an expert to fix problem medical bills. Our Health Pro team will track down and fix problem bills from any source, ensuring your people are never overpaying for healthcare.



Connect to the right program at the right time

Help your people understand and use their health benefits—like telemedicine, disease management and EAP—in-the-moment—when they actually need them.



Coordinate care

Our Health Pro® team will help your people verify care coverage, schedule appointments, transfer medical records and coordinate their care.

### Optimize your network with high-quality, cost-effective healthcare



Drive lower cost Rx options

Help your people compare medication prices and lower the cost of prescriptions.



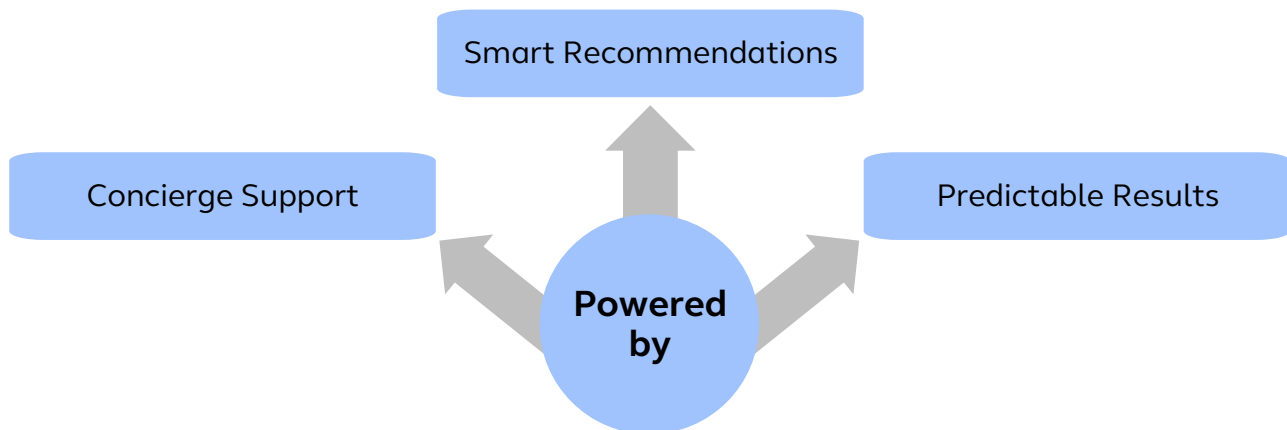
Find highly-rated, cost-effective providers

Find in-network highly-rated doctors, dentists and eye care professionals in your area and network who meet your people's personal preferences and healthcare needs.



Compare costs for care

Get price comparisons before receiving care. Depending on the doctor, hospital or facility, costs can vary by hundreds to thousands of dollars—even in-network.



# Cost isn't contained just by offering a health plan

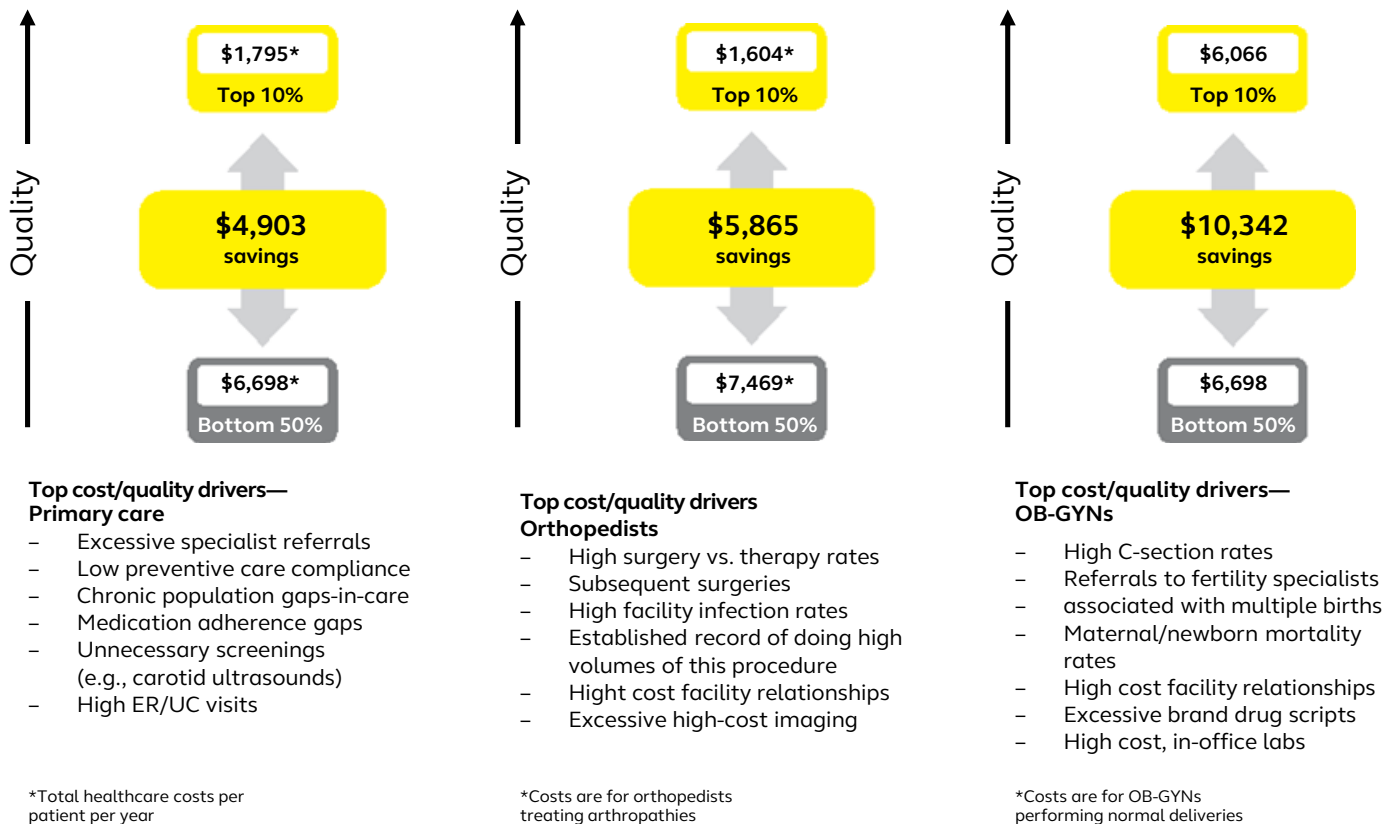
## Debunk the high cost = high quality mentality

Many employees believe that healthcare operates much like everything else does—the higher the price, the better the quality. However, healthcare is unique in that the factors that drive prices (and thus costs) are not connected to the final quality of the product.

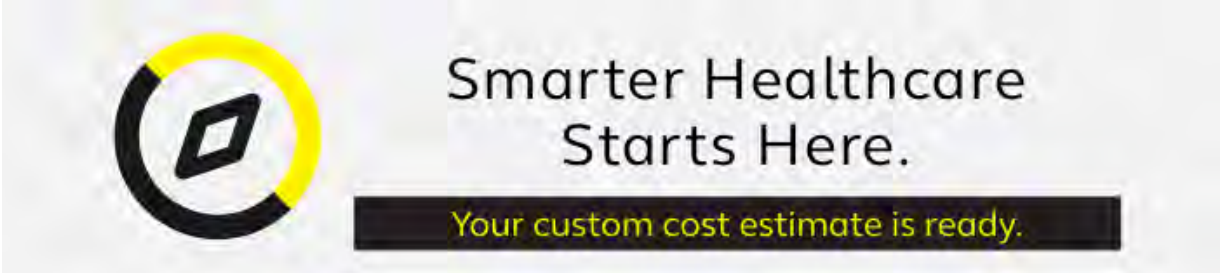
When your employees choose a physician to manage their care it will have a substantial impact on their overall care experience. This includes everything from the experience they have in the doctor's office to the outcomes of their treatment and the resulting financial impacts on your employees and your organization's budget.

Just how important are these decisions?

Alight data analysis reveals that in the case of primary care, orthopedic and OB-GYN providers, the highest quality providers have the best patient experiences and overall value, with a lower price than those doctors rated in the bottom 50%. Further, when Alight examines employers' physician rosters, it is common to find 25% of providers with severe quality gaps including problematic medical board histories, high infection rates and high mortality events. The figures below illustrate the cost/quality variances and drivers of top to bottom tier providers.



# Alight Navigator Case Study



Hi Jake,

I hope your afternoon is going well! Per your request, here are our recommendations for the best **Imaging Center (Radiology)** along with cost estimates for **Brain MRI without Dye**. These estimates are based on our best understanding of your insurance's contracted rates for procedure (CPT) code **70551**. Please note that these costs are based on normal patient experiences. Your final price can vary from the quoted amounts below because of changes/additions to billing codes, complexity at the time of the procedure, or administrative errors by providers.

- The Criteria Used Were:
- Timely New Patient Appointments
  - Reputation For High Quality Care
  - Proximity To Your Home
  - Cost Effective
  - UHC All Savers In-Network Provider
  - Meets Alight Quality Standards
  - Courteous Staff
  - Brain MRI without Dye

CHOICE	A	B	C
Name	North Star Diagnostic Imaging	Touchstone Imaging	Memorial MRI & Diagnostic
Staff Rating 1 = cold 5 = warm	5	5	5
Phone	(214) 618-3420	(972) 378-6858	(972) 479-9500
Location	8501 Wade Blvd Ste 200 Frisco, TX 75034	3304 Communications Pkwy Ste 201 Plano, TX 75093	1360 W Campbell Rd Ste 122 Richardson, TX 75080
Office Hours	M - F: 8:00 AM - 9:00 PM Sa: 9:00 AM - 3:00 PM	M - F: 7:00 AM - 8:30 PM Sa: 8:00 AM - 2:00 PM	M - F: 8:00 AM - 5:00 PM
Specialty Name	Imaging Center (Radiology)	Imaging Center (Radiology)	Imaging Center (Radiology)
Accreditation	ACR	ACR	ACR
Website	<a href="#">Go To Site</a>	<a href="#">Go To Site</a>	<a href="#">Go To Site</a>
Estimated Total Cost Doctor + Facility	\$3,670	\$883	\$600

\*Clean records are confirmed through online state license verification websites by the absence of malpractice claims, criminal history, and disciplinary actions by state medical boards.

Appointment availability is subject to change.

As with all visits to health care providers, you should verify that your provider is in-network with your insurance carrier upon arrival for your appointment and request that they verify your benefits prior to your appointment.

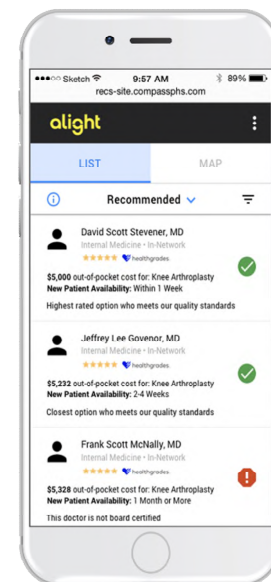
# A better experience and better health outcomes

## Guide employees to the right doctor from the start

Most organizations underestimate the costs associated with employees going to the wrong doctor. When people use traditional methods to find a doctor, like asking a friend or using Google or Yelp, they tend not to know much about that provider. With 30.8 billion price points across 66 payer networks for over 13,000 procedures, Alight guides people to the highest quality, lowest cost options.

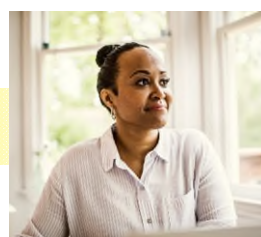
Smart Recommendations:

- Combine an employee’s health plan information and personal preferences with the best options for that individual based on cost, quality and physician availability.
- Simplify decision-making by curating all options into a few distinct recommendations.
- Make it easy for employees to act on the information provided.



## In-the-moment benefit guidance

Employers offer a wide variety of valuable benefit programs. Delivering information when employees are motivated and ready to listen is important. In-the-moment benefits education simplifies employee decision making, whether it occurs during live interactions between the employee and their Health Pro, or through monthly outreach. The monthly outreach comes via email, directly from your dedicated Health Pro, making engagement easy by simply hitting reply.



## People need answers, not the runaround

Healthcare can be frustrating. We believe changing that experience into something positive starts with the support of a passionate team of real people. Alight Health Pro consultants have created an exceptional health benefits experience for more than 2,000 companies nationwide—helping people navigate the complex healthcare landscape more than 1.5 million times.

Alight’s Health Pro model includes:

- **COMPREHENSIVE SUPPORT** for medical, dental, vision, Rx and ancillary healthcare benefits
- **SOLVES PROBLEMS**—critical-thinking, college graduates anticipate employee needs and provide solutions that exceed expectations
- **YOU’RE A PRIORITY**—A dedicated, personal, trusted, long-term relationships that provide consistent support over time
- **QUALITY-DRIVEN**—support team evaluated on solution quality, employee satisfaction and money saved. Health Pro support drives a Net Promoter Score of +83

# Alight Navigator

Get Help Navigating Healthcare and Insurance

If your doctor says:  
'SCAN'  
'SPECIALIST' or  
'SURGERY'  
Contact your Health Pro

Meet your Health Pro



**Ellen Wang**

mybenefits@alight.com

800.513.1667 x 1606

## What Alight Navigator Does for You

- ▶ The price transparency tool allows you to compare costs for providers, procedures, and prescriptions
- ▶ Highly trained Health Pros:
  - Help you understand your insurance benefits
  - Provide guidance related to plan selection
  - Explain care options
  - Find highly rated doctors
  - Analyze providers based on experience and cost
  - Help find ways to pay less for prescriptions
  - Review medical bills and resolve errors
  - Assist with scheduling appointments
  - Help with issues related to dental and vision benefits
  - Respond to most requests by the next business day
  - Have passed rigorous credentialing and completed extensive training



**300%**

In-network healthcare prices vary by 300% or more



*Alight will never share protected health information (PHI) with your employer. Alight does not provide medical advice or replace your doctor. Alight is unable to assist during medical emergencies. Alight provides unbiased recommendations and is not affiliated with anyone that we recommend.*



# Doctors Online

## Trusted Online Source for Reliable Healthcare Advice and Information



- ▶ Instead of an expensive doctor visit or an inaccurate Google result, employees get answers to their non-emergency health questions by messaging a medical professional
- ▶ Employees can get trusted answers to questions like:
  - My throat is sore and I'm feeling pretty warm... should I go see my doctor?
  - I was just diagnosed with diabetes and I don't know what to do next...what are my options?
  - My dentist says I need a root canal and it's going to cost me \$1,200. Does that sound reasonable?
- ▶ Employees can access the benefit through the **My Benefits Work mobile app** and **MyBenefitsWork.com**

\$200 billion is wasted on unnecessary medical visits every year

80% of Internet users search for health information online

## How Doctors Online Works

- ▶ Employees have email access to doctors, pharmacists, psychologists, dentists, dieticians and more to get treatment options and advice
- ▶ Employees can review articles, videos, and Health Encyclopedia
- ▶ Responses are provided within a few hours
- ▶ The employee's Personal Health Record is secured
- ▶ Unlimited, confidential services include the employee's immediate family

# Health Savings Benefits

**Prescription Savings:** save 10% - 85% on most prescriptions at 60,000 pharmacies nationwide including CVS, Walgreens, Target and more. Just present your card to save an average of 46% on their prescriptions.

**Amplifon Hearing Health Care:** find the right hearing aid solution through personalized service and exceptional products.

**Diabetic Supplies:** save 10% to 50% off diabetic supplies

**Vitamins:** save money on the most trusted brands of vitamins, supplements, health foods, sports nutrition and wellness products.



**new benefits**<sup>®</sup>  
creating advantage.

**nb** deals

# Help Employees Save Money with Discounts on Everyday Goods

- ▶ With access to discounts on their phone, employees enjoy the perks of budgeting and couponing without the hassle
- ▶ On-demand discounts are available from over 40 different categories across 500+ merchants nationwide
- ▶ Employees can access the benefit through the **My Benefits Work mobile app** and **MyBenefitsWork.com**

80% of U.S. workers are living paycheck-to-paycheck

Employees stressed about money are 8x more likely to have sleepless nights

Average credit card debt exceeds \$5,000 per person

## How NBDeals Works

- ▶ To use NBDeals, employees just search through the different categories to find a deal that grabs their interest, then follow the instructions to save
- ▶ Employees save up to 65% on shopping, travel, entertainment, home goods, pet care, and more
- ▶ New deals are added weekly

# Reduce Employee Burnout with Exclusive Travel Discounts

- ▶ Improve employee health, productivity, and mental wellness by encouraging time off with exclusive travel deals
- ▶ This one-stop-shop travel discount network puts employees a click away from deep savings on hotels, car rentals, activities, and flights
- ▶ Employees can access the benefit through the **My Benefits Work mobile app** and **MyBenefitsWork.com**

**54%**

of employees said they are concerned with the cost of traveling

**60%**

NBTravel saves employees up to 60% off hotel public pricing

**900k**

Deals available at more than 900K hotels worldwide and 200+ airlines

## How NBTravel Works

- ▶ Offers deeper discounts on hotels, car rentals, flights, and activities all over the world
- ▶ Employees gain access to exclusive rates that are much lower than what the average consumer can find online
- ▶ Includes a massive inventory of hotels with wholesale pricing and uses a unique flight search algorithm to find and deliver cheaper rates

# Employee Engagement at Every Touchpoint

Employee engagement is vital to the success of strong benefit programs. We create touchpoints in every format to make sure we deliver the right message, at the right time.



Employees are mailed membership cards and booklets with benefit descriptions and instructions.

## The New Benefits mobile app and web portal provide employees:

### Easy Access

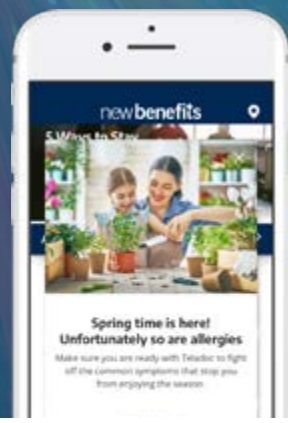
Benefits are just a 'tap' away

### My Wallet

Store all their cards in one place

### Push Notifications

Keep benefits top-of-mind



**Disclosures: This program is NOT insurance** coverage and does not meet the minimum creditable coverage requirements under the Affordable Care Act or Massachusetts M.G.L. c. 111M and 956 CMR 5.00. **It contains a 30 day cancellation period**, provides discounts only at the offices of contracted health care providers, and each member is obligated to pay the discounted medical charges in full at the point of service. The range of discounts for medical or ancillary services provided under the program will vary depending on the type of provider and medical or ancillary service received. Member shall receive a reimbursement of all periodic membership fees if membership is cancelled within the first 30 days after the effective date. Discount Plan Organization: New Benefits, Ltd., Attn: Compliance Department, PO Box 803475, Dallas, TX 75380-3475, 800-800-7616. Website to obtain participating providers: NewBenefits.com.