



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

May 07, 2024 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 Meeting of the Breckenridge City Commission on May 07, 2024 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION led by Will Anderson of Lighthouse Church

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.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

(Mayoral proclamations, presentations of awards and certificates, and other acknowledgements of significant accomplishments or service to the community.)

1. Administer the Oath of Office to Police Chief Blake Johnson.

STAFF REPORT

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

City Manager

2. Upcoming Events
 - May 5-11 Municipal Clerks Week
 - May 12-18 National Police Week
 - May 14 Special Meeting/Canvass Votes

May 16 Bulk Pickup

May 19-25 National Public Works Week

May 25 Breckenridge Air Show

3. City Business

Employee of the Month-Sherry Morgan

Department Head Reports

CONSENT AGENDA

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

- 4. Consider approval of the April 2, 2024, Regular Commission Meeting minutes as recorded.
- 5. Consider approval of the April 15, 2024, Special Commission Meeting minutes as recorded.
- 6. Consider approval of a proclamation recognizing May 5-11, 2024 as Municipal clerk week.

ACTION ITEMS

- 7. Discussion and any necessary action regarding request to replat property legally described as Martin Addition, Blk 1, Lot N-72 (& alley) and Lot S-80 (& alley) into four lots.
- 8. Discussion and any necessary action to award a construction contract related to the TXDCBG #CDM22-0020 Downtown Revitalization Project
- 9. Discussion and consideration of Section 3 policy information for the City's TXCDBG Contract #CDM122-0020 Downtown Revitalization Project
- 10. Discussion and any necessary award of professional service contracts for Engineer, Bond Counsel and Financial Advisor related to the Texas Water Development Board (TWDB) – Lead Service Line Replacement Program
- 11. Discussion and any necessary action regarding approval of BEDC recommendation to a contract between BEDC and Breckenridge Industrial Foundation for Economic Development Services
- 12. Discussion and any necessary action accepting the Breckenridge Economic Development Corporation's semi-annual report
- 13. Discussion and any necessary action regarding Strategic Plan Update and 2024-2025 Budget priorities.
- 14. Discussion and any necessary action on Resolution 2024-09 adopting the City's Parks and Recreation Plan 2024-2040

- [15.](#) Discussion and any necessary action regarding a change order for Public Works Facility
- [16.](#) Discussion and any necessary action on Certificate of Obligation fund status and updating Park Projects
- [17.](#) Discussion and any necessary action regarding FY 2024-2025 Annual Audit Engagement Letter
- [18.](#) Discussion and any necessary action regarding approval of Boomfest 5K presented by Blackhorse.
- [19.](#) Discussion and any necessary action regarding Ordinance 2024-08 closing the remainder of 6th Street (at Panther) and 6th Street (at Shelton)
- [20.](#) Discussion and any necessary action regarding approval of Ordinance 2024-07 updating the Schedule of Fees (first reading)

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

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

ADJOURN

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

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **5:00 PM** on the **4th day of MAY 2024**.

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.



DEPARTMENTAL REPORTS

MARCH 2024

105 N. Rose Ave.
Breckenridge, TX 76424
254.559.8287
www.breckenridgetx.gov

Finance

Bank

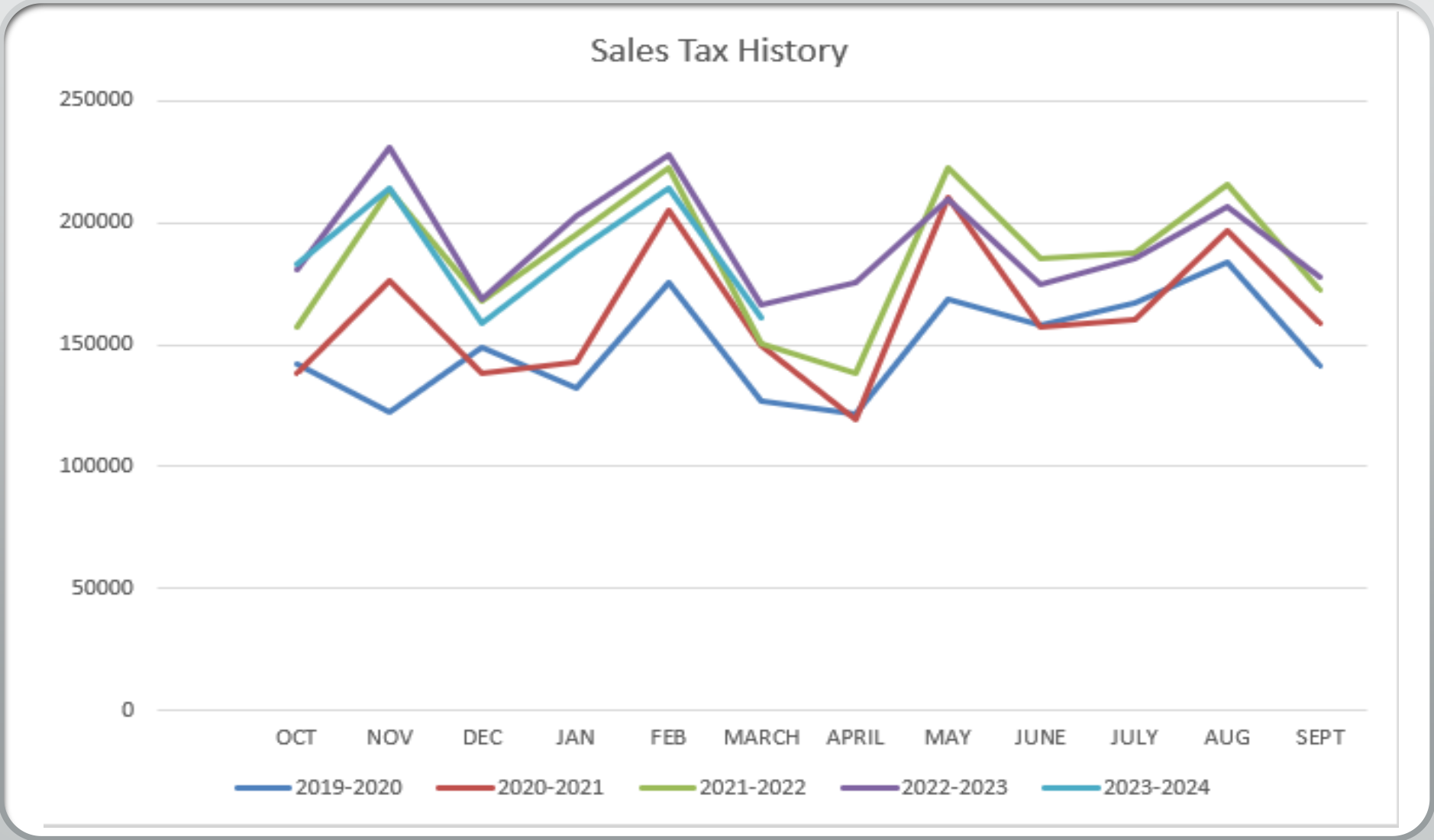
Statement

Balances

	Account Name	Balances as of March 2023	Balances as of March 2023	Item 3.
1001	GENERAL FUND	\$ 1,912,040.82	\$ 2,569,773.32	
1013	ARSON FUND	\$ 509.89	\$ 509.89	
1014	FEDERAL TAX & LOAN	\$ 24,431.93	\$ 27,576.82	
1001	WATER FUND	\$ 1,391,437.28	\$ 1,645,116.32	
1001	WASTEWATER FUND	\$ 583,820.69	\$ 1,136,344.72	
1001	SANITATION	\$ 39,760.86	\$ 9,293.79	
1001	FIRE DEPT. SPECIAL	\$ 10,579.23	\$ 7,880.49	
1001	FORFEITED PROPERTY	\$ 1,475.60	\$ 1,479.40	
1002	PAYROLL FUND	\$ 115,093.50	\$ 31,466.10	
1001	EQUIP. REPLACEMENT FUND	\$ 311,303.41	\$ 434,537.45	
1001	STREET MAINTENANCE	\$ 803,160.01	\$ 165,265.79	
1001	BRECKENRIDGE PARK FUND	\$ 9,233.35	\$ 10,487.25	
1001	POLICE DEPT. SPECIAL	\$ 13,593.56	\$ 13,628.50	
1001	Excess Sales Tax Revenue	\$ 17,606.41	\$ 17,651.63	
1001	Breck Trade Days	\$ 39,366.21	\$ 39,467.36	
1051	CO 2017 A&B Sinking /Rd	\$ 607,007.47	\$ -	
1001	Capital Improvement Project	\$ 570,646.24	\$ 221,921.16	
1058	GENERAL DEBT SERVICE FUND	\$ 1,477,936.06	\$ -	
1001	General Debt Service Fund P/C	\$ -	\$ 754,589.95	
1001	REVENUE DEBT SERVICE FUND	\$ -	\$ 520,232.43	
1025	Rescue Boat Donation	\$ 1,810.38	\$ 1,814.92	
1073	CWSRF LF1001492	\$ 1.30	\$ 3.02	
1076	CWSRF LF1001492 ESCROW	\$ 1,224,248.18	\$ 1,206,670.72	
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ 1.00	
1074	CWSRF CO 2022A L1001491 ESCROW	\$ 917,332.16	\$ 959,514.38	
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ 1.00	
1075	CWSRF CO 2022A L1001426 ESCROW	\$ 1,942,806.96	\$ 2,032,144.20	
1071	DWSRF LF1001495	\$ 1.00	\$ 2.10	
1079	DWSRF LF1001495 ESCROW	\$ 1,321,857.12	\$ 1,320,297.01	
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ 1.00	
1078	DWSRF CO 2022B L1001493 ESCROW	\$ 1,323,949.38	\$ 1,384,829.34	
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ 1.00	
1077	DWSRF CO 2022B L1001494 ESCROW	\$ 928,028.91	\$ 970,703.01	
1010	LOGIC CO 2023	\$ -	\$ 8,267,878.45	
	TOTAL - ALL FUNDS	\$ 15,589,041.91	\$ 23,751,083.52	5

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
OCT	142,235	138,040	157,493	180,530	182,914
NOV	122,415	176,091	213,510	230,739	214,002
DEC	149,000	138,215	167,667	169,037	158,898
JAN	132,144	142,770	195,423	203,137	188,303
FEB	175,232	204,822	222,525	228,165	214,081
MARCH	127,285	149,849	150,395	166,133	161,140
APRIL	121,607	119,118	138,407	175,456	
MAY	168,693	210,823	222,804	210,071	
JUNE	158,145	157,037	185,695	175,128	
JULY	167,474	160,631	187,757	185,736	
AUG	183,855	196,582	215,658	206,710	
SEPT	141,151	158,558	172,552	177,704	
TOTAL	1,789,236	1,952,536	2,229,886	2,308,546	1,119,338



BUILDING & DEVELOPMENT

MARCH 2024		FY 2023-2024
Permits Issued:		
Building	3	32
Roof	1	4
Fence, windows, siding, etc.	0	3
Sign	0	2
Mobile home	0	2
Certificate of Occupancy	0	4
Electrical	5	31
Plumbing	4	19
Gas line	1	19
Irrigation	0	2
HVAC	2	9
Moving	0	0
Demolition	1	1
Zone change/street closure	0	2
Variance	1	5
Prelim/final plat/replat	1	1
Solicitor/vendor	0	5
Beer/wine/liquor license	2	5
Gaming machine license	0	5
Food Mobile Unit	2	6
Fire alarm	0	0
Fire sprinkler	0	0

CODE ENFORCEMENT

Violations reported to Code Enforcement via email – 0

Violations reported to Code Enforcement via phone – 5

New violations cases opened – 7

Rubbish – 804 N. Liveoak

High weeds – 313 W. 5th

Rubbish – 313 W. 5th

Semi-parking violation – 1311 W. Williams

Junk vehicles – 312 N. Butte

Junk vehicle – 303 N. Butte

Ramp encroaching – 603 W. 7th

Cases sent to Municipal Court -2

Rubbish – 804 N. Liveoak

Rubbish – 313 W. 5th

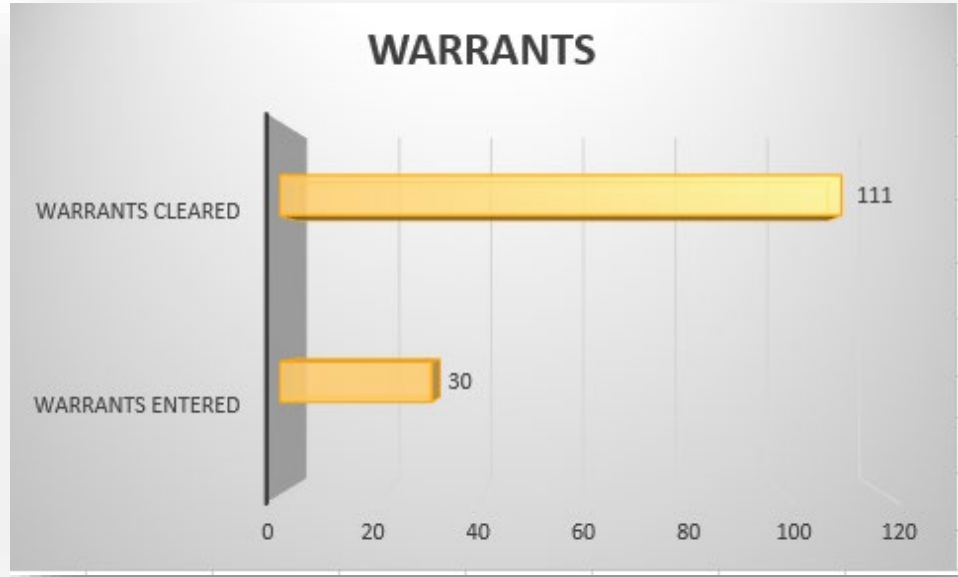
CODE ENFORCEMENT

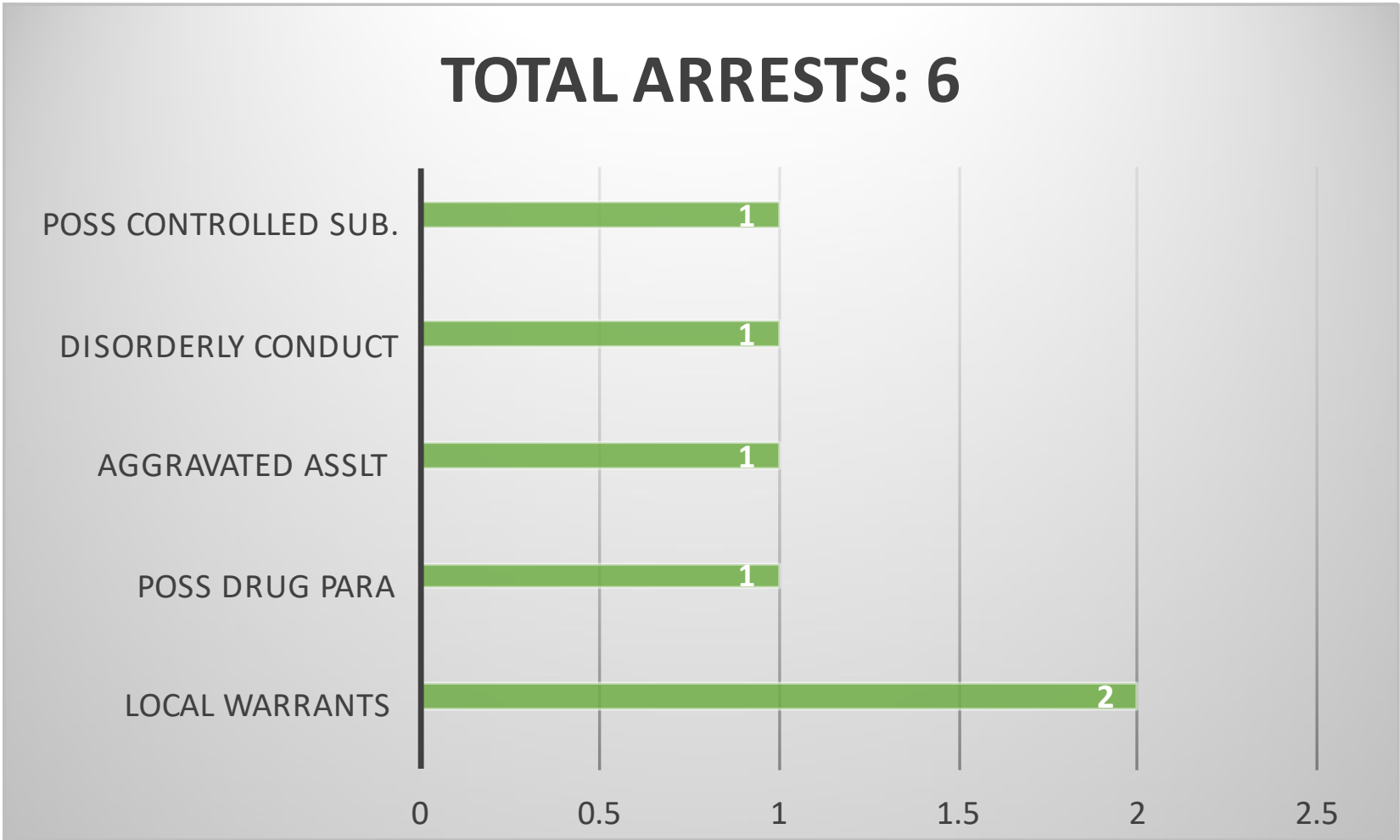
Violations closed due to compliance – 23

House repaired – 707 N. Baylor
 House/garage repaired – 220 S. Court
 House sold at tax sale – 201 W. 3rd
 House repaired – 316 W. Elm
 House cleaned up and repaired – 912 S. Cutting
 House repaired – 316 W. 5th
 House is currently being cleaned up and hauled off – 805 W. Walker
 Renewed permit – 323 S. Court
 House is sold and will be removed – 706 E. Wheeler
 10-day junk vehicle letter sent on 2 vehicles – 312 N. Butte
 10-day junk vehicle letter sent – 303 N. Butte

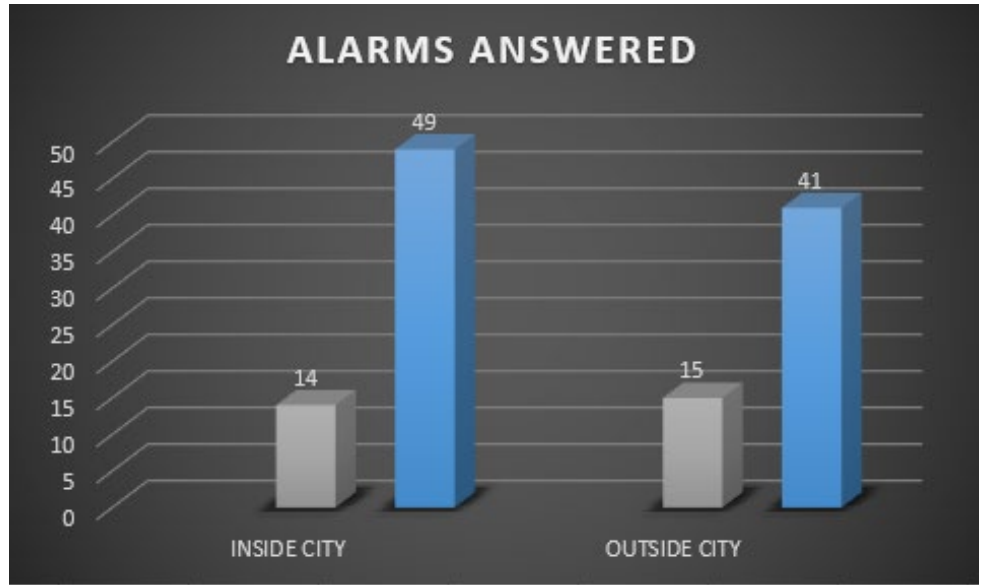
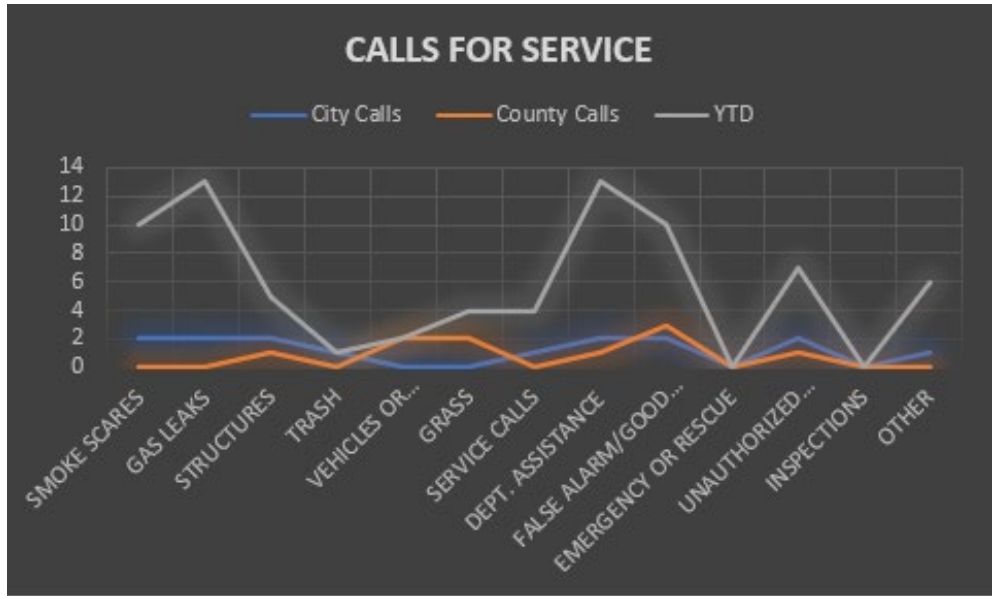
Vehicle was moved – 204 S. Iowa
 Vehicle was moved – 307 S. Oakwood
 10-day junk vehicle letter sent on 2 vehicles – 807 E. Dyer
 One vehicle removed – 807 E. Dyer
 10-day junk vehicle letter sent – 1006 N. Liveoak
 Case dismissed (dangerous building) wrong owner – 1206 W. 3rd
 Vehicle was moved – 303 N. Butte
 Ramp was moved – 603 W. 7th
 Grass clippings cleaned up – 8 Chaparral Lane
 Grass clippings cleaned up – 1317 Cypress
 Weeds mowed – 207 E. Elm
 Lot cleaned up – 303 W. Wheeler

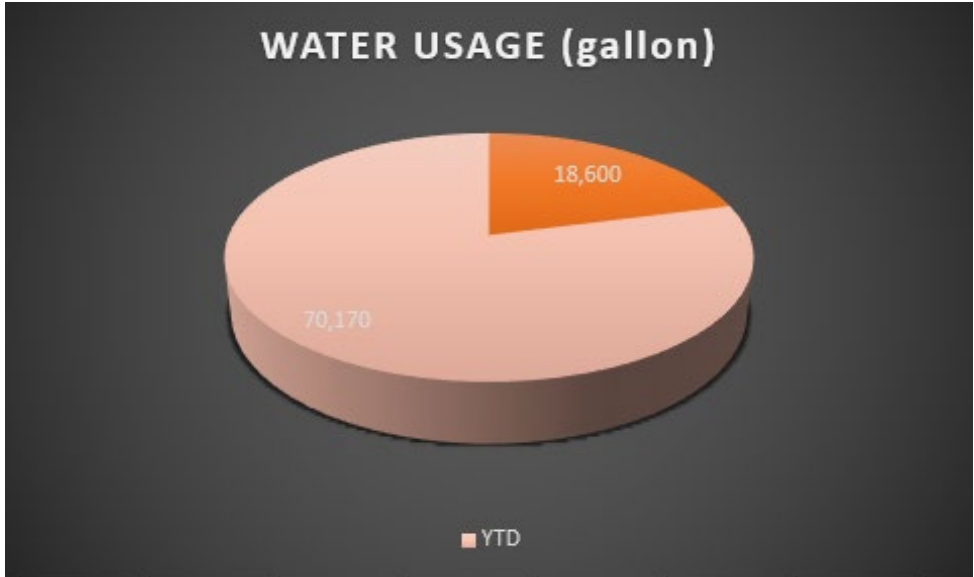
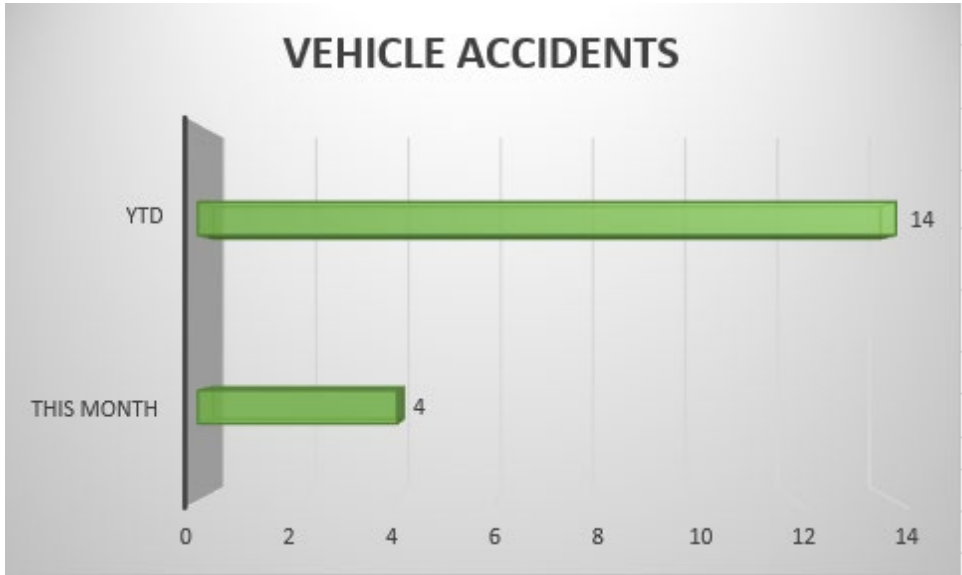






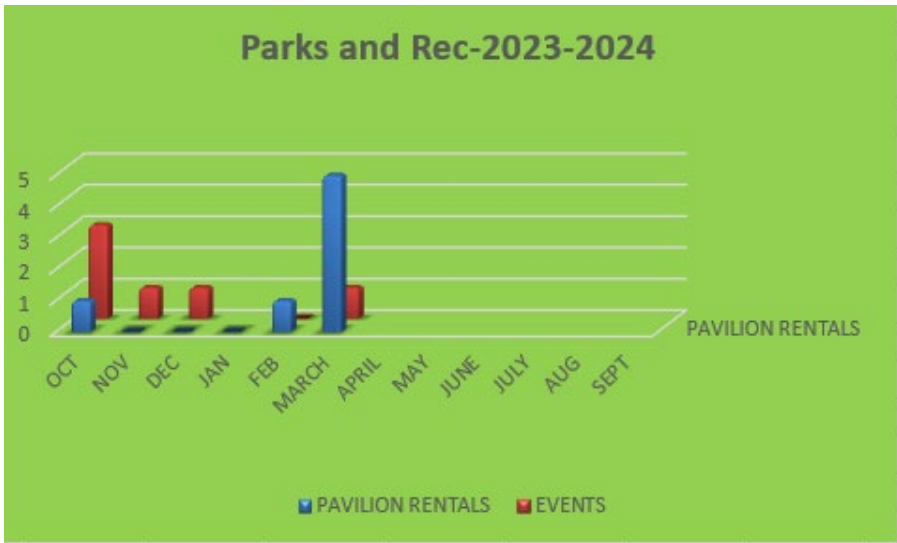






PARKS & CEMETERY





5 pavilion rentals

1 event at trade barn

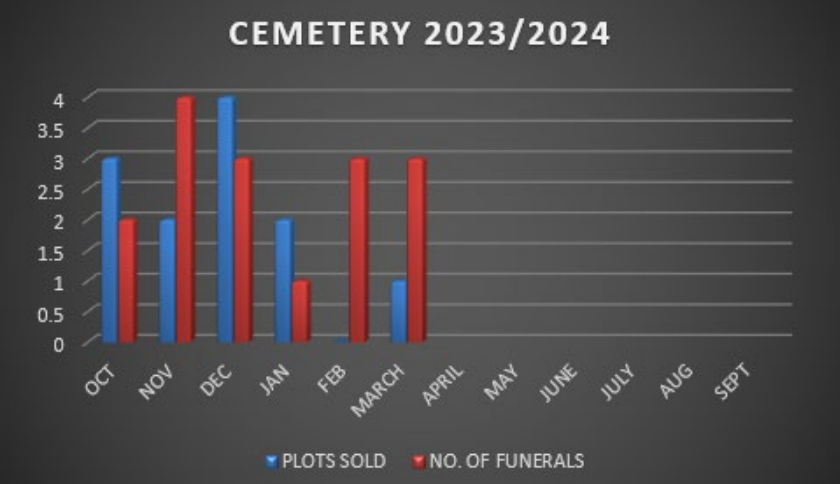
Put up Frontier Day Banners

Maintaining all parks

Maintaining Pool

Working on Pickleball and volleyball courts

Dog park Should start in April



3 funerals to report

Maintaining Cemetery

1 Family used the Chapel

Sold 1 space for 1200.00

Leveling stones, Filling Graves

Visited with Several families doing grave searches

Mowing and weed eating have started

Help in Park

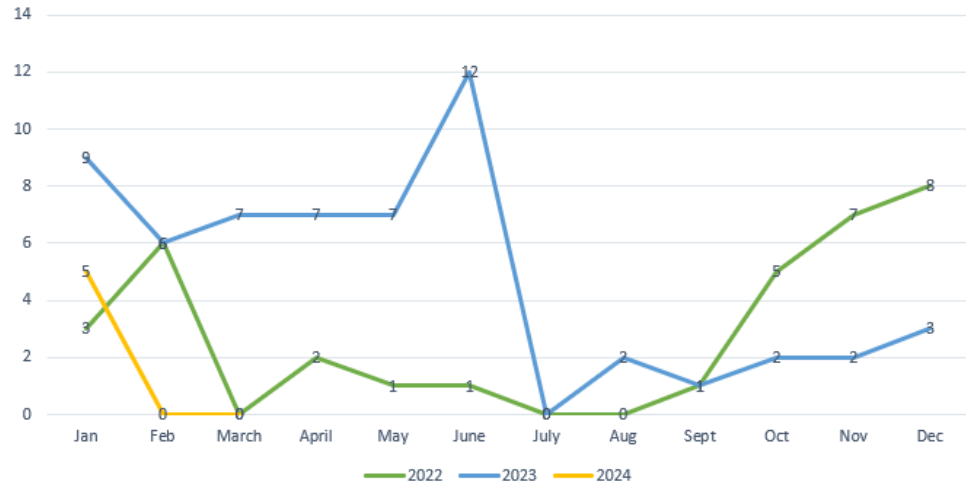
CEMETERY

PUBLIC WORKS



DEPARTMENT

Meter Leak Report

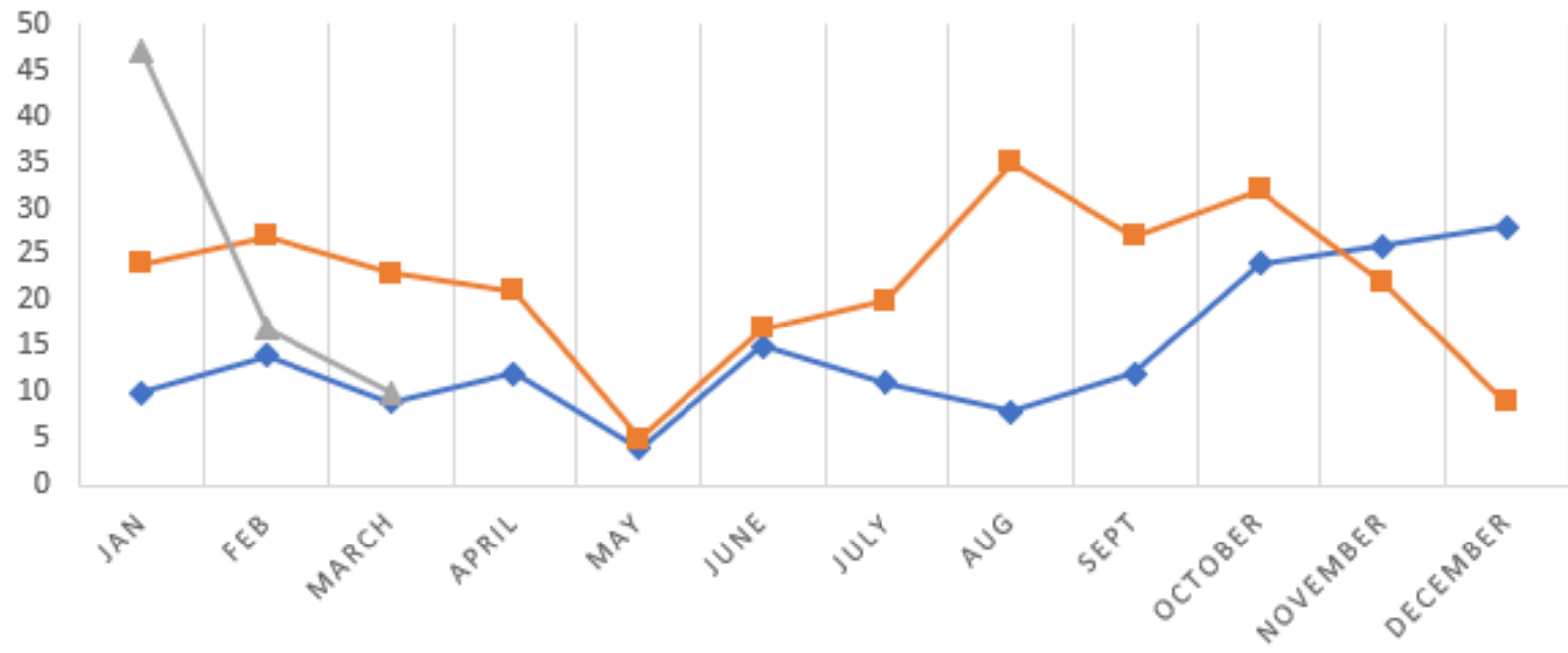


SEWER STOPPAGES



WATER LEAKS

FY 21-22 FY 22-23 FY 23-24





**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Consider approval of the April 2, 2024, Regular Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Regular Commission meeting on April 2, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the April 2, 2024, meeting minutes as presented.

REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION



Tuesday, April 2, 2024, at 5:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

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

PRESENT

MAYOR
COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 2

BOB SIMS
BLAKE HAMILTON
ROB DURHAM

CITY MANAGER
CITY SECRETARY
INTERIM POLICE CHIEF
PUBLIC SERVICES DIRECTOR
CODE ENFORCEMENT/FIRE CHIEF
FINANCE DIRECTOR

CYNTHIA NORTHROP
JESSICA SUTTER
TOMMY WILLIAMS
STACY HARRISON
MALCOLM BUFKIN
DIANE LATHAM

NOT PRESENT

COMMISSIONER, PLACE 3
MAYOR PRO TEM, PLACE 4

VINCE MOORE
GARY MERCER

CALL TO ORDER

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

Invocation led By Andy Rodgers of First Baptist Church

PLEDGE OF ALLEGIANCE

OPEN FORUM

Jay Marcom 2217 Sha Lane

No action taken.

STAFF REPORT

City Manager

- 1. City Business
 - Department Head reports
 - Police Chief hiring
- 2. Upcoming Events
 - 4/4 Last day to register to vote
 - 4/5 Spring Fling
 - 4/8-4/12 National Public Safety Telecommunicator Appreciation Week
 - 4/18 Bulk Pickup
 - 4/22-4/30 Early Voting
 - 5/3-5/4 Frontier Days
 - 5/4 Election Day

Police Chief

- 3. Employee of the Month -Brittany Metcalf
- No action taken.

CONSENT AGENDA

- 4. Consider approval of the March 5, 2024, Regular Commission Meeting minutes as recorded.
- 5. Consider approval of the March 26, 2024, Special Commission Meeting minutes as recorded.
- 6. Consider approval of Resolution 2024-07 re-appointing of Scott Harris as Director on the WCTMWD Board for a term set to expire May 31, 2026.

Commissioner Durham made a motion to approve consent agenda items 4-6 as presented. Commissioner Hamilton seconded the motion. The motion passed 3-0.

PUBLIC HEARING ITEMS

Mayor Sims opened the Public Hearing at 5:40 p.m.

No speakers

7. Public Hearing regarding request to replat the property currently legally described as 600 W. 4th -Nemir Addition, Block 1, Lot 8, Breckenridge, Texas to include the lot to the north, legally described as 903 N. Smith-Nemir Addition, Block 1, Lot 7, Breckenridge Texas

Mayor Sims closed the Public Hearing at 5:41 p.m.

ACTION ITEMS

8. Discussion and any necessary action regarding request to replat the property currently legally described as 600 W. 4th -Nemir Addition, Block 1, Lot 8, Breckenridge, Texas to include the lot to the north, legally described as 903 N. Smith-Nemir Addition, Block 1, Lot 7, Breckenridge Texas

City Manager Northrop stated that the property owner of 600 W. 4th has requested to replat and combine 600 W. 4th and 903 N. Smith to build a single-family residence. The Planning and Zoning Commission voted to recommend approval of this replat during their meeting on March 25, 2024.

Commissioner Hamilton moved to approve P&Z's recommendation to approve a replat to the property located at 600 W. 4th. Commissioner Durham seconded the motion the motion passed 3-0.

9. Discussion and any necessary action regarding BEDC Board recommendation for economic incentive agreement

BEDC Director David Miller addressed Commissioners stating that The BEDC purchased 223 W. Walker 2 years ago along with 2 lots next to it. They have made several repairs and improvements and invested approximately \$300,000 into the property. They offered to gift 219 W. Walker and 223 W. Walker to the owners of Neri's on the Square. They have also offered a \$250,000.00 small business loan out of their restricted-use USDA Small Business Fund for the conversion and remodel of the building into a restaurant. The BEDC will maintain the Deed of Trust for 60 months when the note is called or until the note is paid, whichever occurs first.

Commissioner Durham made a motion to approve BEDC Board economic incentive as presented. Commissioner Hamilton seconded the motion. The motion passed 3-0.

10. Discussion and any necessary action on BEDC Board request for approval of Breckenridge Golf Course entry sign project

BEDC Director David Miller explained that the board approved a bid of \$13,320.00 to finish construction of an entry sign by the Breckenridge Golf Course. Stephens County is providing \$10,000.00 of this amount.

Commissioner Hamilton made a motion to approve BEDC Board request for an approval of an entry sign completion project as presented. Commissioner Durham seconded the motion. The motion passed 3-0.

11. Discussion and any necessary action regarding BEDC Board request for TMCN Student Leadership Project

David Miller, Director of the BEDC stated that they have been asked by a group of Breckenridge High School students to use the property located at 217 W. Walker as a part of their scholarship program. The project will create an inviting community space for citizens and visitors in the downtown area. The project will include seating, shade, lighting, a new mural, and entertainment features. The BEDC agreed to the use and to contribute to this project. BEDC will pay an initial investment of \$8,500.00, the cost to construct a gated, iron fence, and to match an additional \$12,000.00 in work and/or donations.

Commissioner Durham made a motion to approve the BEDC Board recommendation to fund the TMCN project and improve 217 W. Walker. Commissioner Hamilton seconded the motion. The motion passed 3-0.

12. Discussion and any necessary action regarding approval of Frontier Days 2024

Chamber of Commerce Executive Director Yuri Huntington reviewed the plans of the upcoming Frontier Days to be held on Friday and Saturday, May 3rd, and 4th at the City Park. Events will include gun show fighter, Breckenridge Got Talent, Cow Patty Bingo, Chuck Wagon, Vendors, a beer garden, and several other events.

Commissioner Hamilton made a motion to approve Frontier Days 2024. Commissioner Durham seconded the motion. The motion passed 3-0.

13. Discussion and any necessary action regarding Aquatic Center Operations for 2024

City Secretary Jessica Sutter reviewed the upcoming pool operation hours contingent upon staffing. The pool will tentatively open May 25th and run through August 4th and be open for public swimming Tuesday through Sunday. Family swim night will be held on Thursday night. The pool will be available for private rental Friday-Sunday. There will be an addition of a pool pass for thirty dollars for twelve passes.

Commissioner Durham made a motion to approve the 2024 Aquatic Center operations as presented. Commissioner Hamilton seconded the motion. The motion passed 3-0.

14. Discussion and any necessary action regarding Resolution 2024-06 approving a public comment policy pursuant to Texas Government Code Section 551.007.

City Secretary Jessica Sutter explained that the resolution presented will update policies and create reasonable rules for public comment during open meetings that are in accordance with Section 551.007 of the Texas Government Code.

Commissioner Hamilton made a motion to approve Resolution 2024-06 as presented. Commissioner Durham seconded the motion. The motion passed 3-0.

15. Discussion and any necessary action regarding change order for PW Facility

City Manager Northrop stated that in October of 2023, Commissioners awarded the Public Works facility project to Donnie Sechrest for \$231,900.00. This change order is to include spray foam for the two 50x40x14 shop buildings at \$9,809.38 each for a total of \$19,618.76.

Commissioner Hamilton made a motion to approve the change order for public works facilities as presented. Commissioner Durham seconded the motion. The motion passed 3-0.

16. Discussion and any necessary action regarding approval of Ordinance 2023-11 updating the Schedule of Fees (first reading)

City Manager Northrop reviewed the changes to the fee schedule that include adding punch card fees to the City pool, updating pool party rates, brush fees, and cleanup fees to waters and sewers. This item was published incorrectly, and all action taken on the item is invalid. This item will be taken back for a first reading on a future agenda.

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

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

No requests.

ADJOURN

There being no further business, Mayor Sims adjourned the regular session at 6:14 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the April 15, 2024, Special Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Special Commission meeting held on April 15, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approving the April 15, 2024, special meeting minutes as presented.

SPECIAL MEETING OF THE BRECKENRIDGE CITY COMMISSION



Tuesday, April 15, 2024, at 6:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

SPECIAL CITY COMMISSION MEETING OF THE CITY OF BRECKENRIDGE, TEXAS, HELD ON THIS DATE WITH THE FOLLOWING MEMBERS' PRESENT.

PRESENT

MAYOR
COMMISSIONER, PLACE 2
MAYOR PRO TEM, PLACE 4

BOB SIMS
ROB DURHAM
GARY MERCER

CITY MANAGER
CITY SECRETARY
PUBLIC WORKS DIRECTOR

CYNTHIA NORTHROP
JESSICA SUTTER
TODD HENDERSON

NOT PRESENT

COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 3

BLAKE HAMILTON
VINCE MOORE

CALL TO ORDER

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

OPEN FORUM

No Speakers

ACTION ITEMS

1. Discussion and any necessary action regarding Resolution 2024-08 authorizing an application for financial assistance from the Texas Water Development Board for water system improvements; and making certain findings in connection therewith.

City Manager Northrop stated that the city is requesting financial assistance from the Texas Water Development through Certificates of Obligation at an amount not to exceed \$500,000.00 to take an inventory of the materials of construction for all water service lines in the distribution system to comply with TCEQ regulations and rules for lead and copper lines. Once the city completes the inventory, it will be required to replace the lead service lines on both the city side and the owner side within 10 years. The construction phase will require an additional application for funding at a future date.

Commissioner Durham made a motion to approve Resolution 2024-08 as presented. Mayor Pro Tem Mercer seconded the motion. The motion passed 3-0.

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

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

No items requested.

ADJOURN

There being no further business, Mayor Sims adjourned the regular session at 5:35 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



Annual Professional Municipal Clerks Week

FACT SHEET

Sponsored by the International Institute of Municipal Clerks

Professionalism In Local Government Through Education

PURPOSE

To recognize the vital and appreciated services performed by Municipal and Deputy Clerks in serving the changing needs of their communities.

HISTORY

This year, May 5 through May 11, will be the 55th Annual Professional Municipal Clerks Week, initiated in 1969 by IIMC and is endorsed by all of its members throughout the United States, Canada and 15 other countries. In 1984 and in 1994, Presidents Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Professional Municipal Clerks Week the first full week of May and recognizing the essential role Municipal Clerks play in local government.

TYPICAL RESPONSIBILITIES OF THE MUNICIPAL AND DEPUTY CLERK:

- Maintains the official council minutes, ordinance books and all records and documents.
- Indexes all official actions of council.
- Issues licenses and permits.
- Processes contracts and agreements.
- Keepers of community history and vital records.
- Receives, distributes and files correspondence from citizens and other governmental agencies.
- Administers elections, registration and voting.
- Acts as a key liaison between local government and its citizens.
- Handles significant financial responsibilities including preparation of tax rolls, special assessments and budgets.
- Provides central services such as personnel, purchasing, etc.

IIMC is a professional association of City, Village, Town, Township, Borough and County Clerks, Secretaries and Recorders. IIMC prepares its members to meet the challenges of the diverse role of the Municipal and Deputy Clerk by providing services and continuing professional development opportunities to benefit members and the government entities they serve. Founded in 1947 in French Lick, Indiana, IIMC has 16,000 members throughout the United States, Canada and 15 other countries.

Proclamation

55th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK
May 5 - 11, 2024

Whereas, The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

Whereas, The Office of the Professional Municipal Clerk is the oldest among public servants, and

Whereas, The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

Whereas, Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

Whereas, The Professional Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

Now, Therefore, I, Bob Sims, Mayor of Breckenridge, Texas do recognize the week of May 5 through 11, 2024, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Jessica Sutter and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Dated this 7th day of May, 2024

Mayor

Attest: _____



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding request to replat property legally described as Martin Addition, Blk 1, Lot N-72 (& alley) and Lot S-80 (& alley) into four lots.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The owner of the property wants to replat the property in question into four lots (it is currently two lots) and intends to build a single-family home on each lot. The surrounding adjacent property is zoned Residential Single Family. See the map for the property location.

Notification letters were sent out to surrounding property owners. The P&Z held a Public Hearing on this replat on Monday, April 29, 2024, and took action to recommend to the City Commission approval of the replat request.

FINANCIAL IMPACT:

NA.

STAFF RECOMMENDATION:

Consider approval of P&Z recommendation to approve replat as requested.



City of Breckenridge

Plat/Replat Application

Date:

Contact Information

Property Owner Name	Caddo Creek	Applicant Name	David Stone
Property Owner Mailing Address	1806 US Hwy 13	Applicant Mailing Address	Same
Property Owner Phone Number	214 728-8652	Applicant Phone Number	214 728-8652
Property Owner Email	David@stones.com	Applicant Email	Same

Surveyor/Engineer/Contractor	Healey
Mailing Address	
Phone Number	
Email	

Property Information:

Address: 607 - 000 N Parks
 Lot: N 72' x Alley Block: 1 Subdivision: Martin 1st
 Zoning Classification:

* Purpose of Plat: 611 Martin Block 2 S 80' x Alley
 * Bill 4 Houses

The applicant will submit the following with this application:

1. All required documents listed on the checklist
2. Application fee:
 - a. Preliminary plat - \$500.00
 - b. Replat - \$400.00
 - c. Final plat - \$400.00






All information/items on the checklist of this application must be supplied at the time of submittal. If all information/items are not submitted the application will not be accepted.

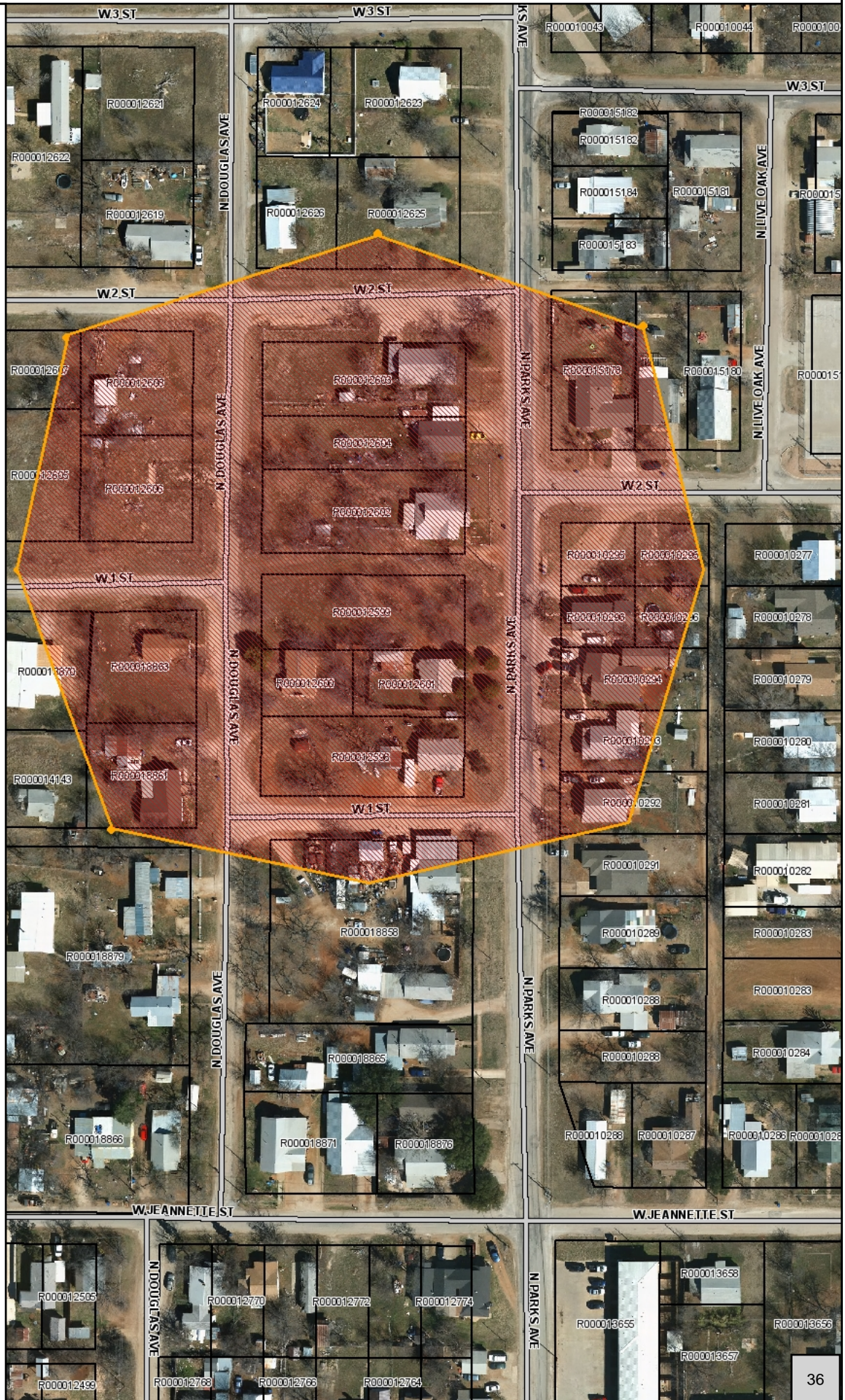
I certify that the information on this application is complete and accurate. I understand the fees and the process for this application. I understand my responsibility, as the applicant, to be present at meetings regarding this request.

Applicant's Signature [Signature] Date 3/26/24



Map

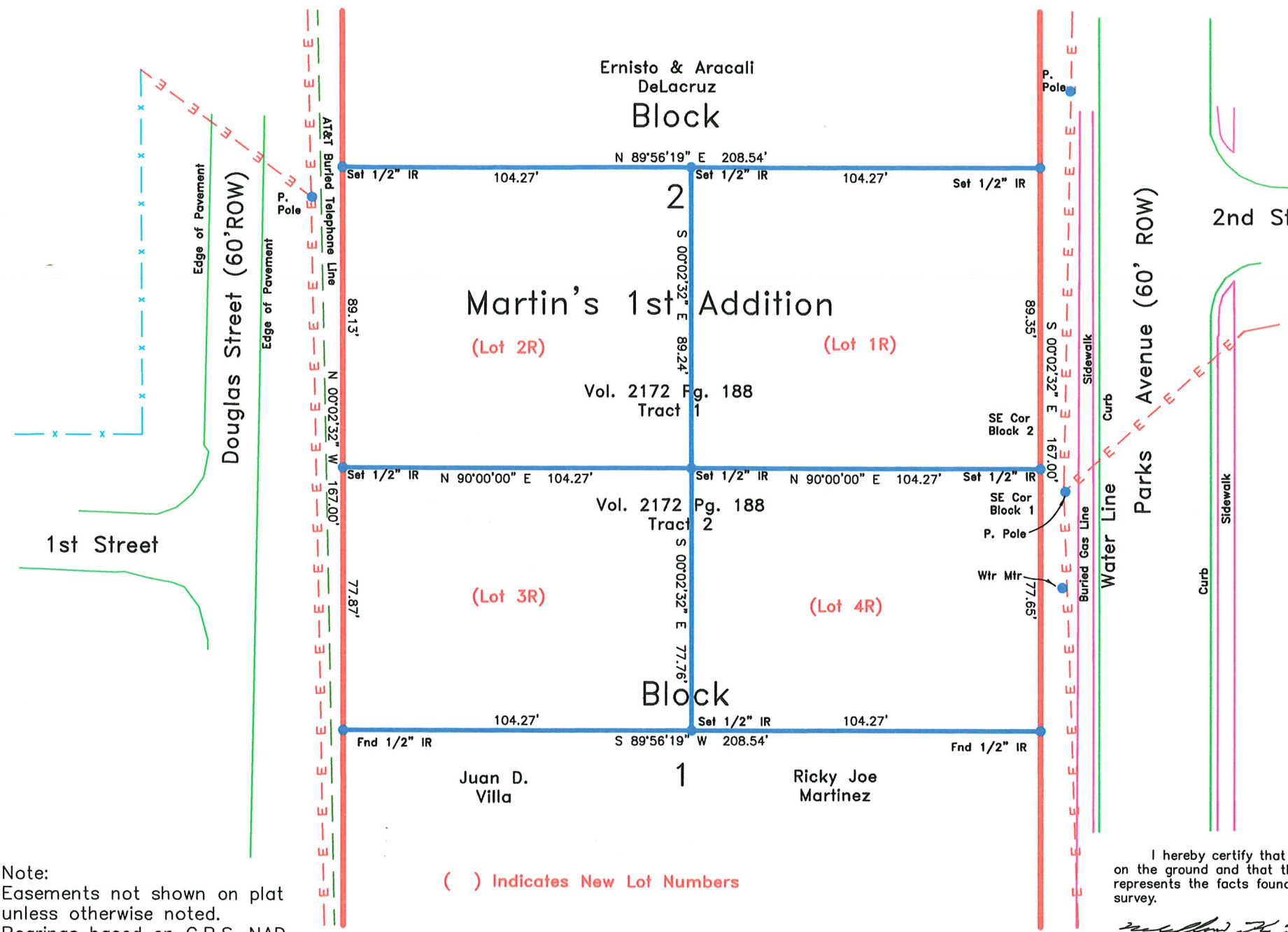
-  Extra-territorial Jurisdiction
-  City Limits
-  Local Road Labels
-  Local Roads
-  Stephens CAD Parcels



Data displayed were gathered by the City of Breckenridge for municipal purposes.
 No guarantee is made regarding suitability for any other use or purpose.



0 0.01 0.02 0.03 mi



Plat showing Proposed Lots 1R, and 2R, Block 2 and Lots 3R and 4R Block 1 Martin's Addition to the City of Breckenridge, Stephens County, Texas



**SURVEY PLAT IN
STEPHENS COUNTY
TEXAS**
HEATLEY SURVEYING
P.O. BOX 1
BRECKENRIDGE, TX 76424

I hereby certify that this survey was made on the ground and that this plat correctly represents the facts found at the time of the survey.

William K. Heatley

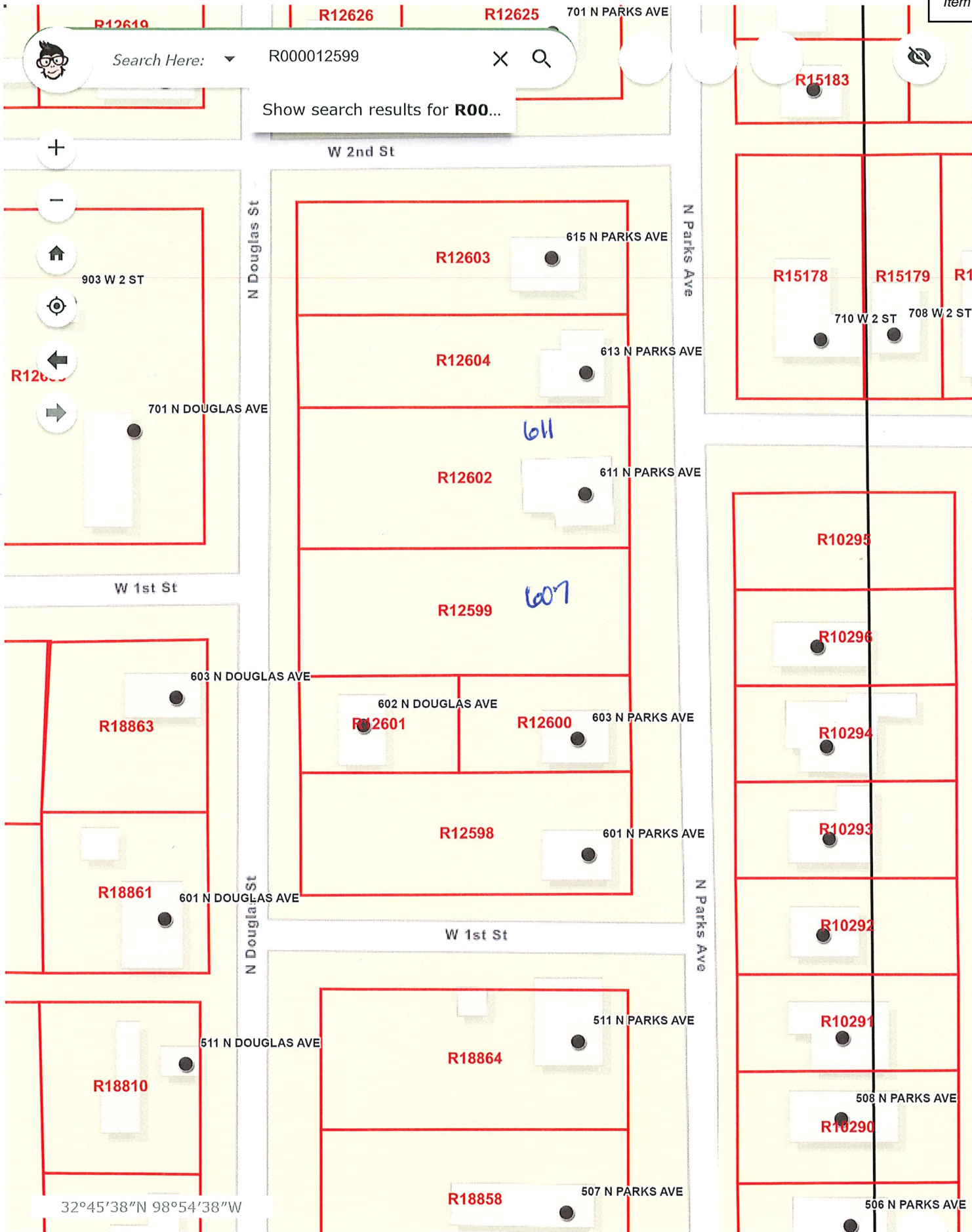
William K. Heatley
Registered Professional Land Surveyor #4015
Firm #10079500

(254) 559-8914
Print Number: S-2169

Note:
Easements not shown on plat unless otherwise noted.
Bearings based on G.P.S. NAD 1983 coordinates

SCALE: 1" = 40'
DATE: 02-10-2021
FILE: CADDO CREEK INVEST(6)

() Indicates New Lot Numbers



0 50 100ft



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Discussion and any necessary action to award a construction contract related to the TXDCBG #CDM22-0020 Downtown Revitalization Project

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City applied for and was awarded (2022-2023) a Community Development Block Grant for the Downtown Revitalization Project. The project information is below, and a map is included as well.

Project Description: The project will reconstruct inadequate and deteriorated pedestrian infrastructure that results in a threat to public safety; specifically includes reconstruction and installation of approximately eight hundred eighty linear feet (880 LF) of concrete sidewalks, seven hundred linear feet (700 LF) of curb and gutter, twelve (12) sidewalk ramps, pavement repair, and all associated appurtenances.

Start date: 8.1.2023

End date: 7.31.2025

City Match: \$75,000

Grant Fund Total: \$500,000

Activity	Recommended Amount	Recommended Match
Project	\$399,600	\$35,000
Engineering	\$65,000 (EHT)	\$40,000
Grant Admin	\$35,000 (Public Management)	\$0

Project plans were advertised in the local newspaper, online at CivCast.com and the City of Breckenridge's website. Advertisement dates were April 17 & 24, 2023. Bid opening date was May 2 at 11 am. We received three bids (included in the packet):

AAJ Concrete - \$304,353.00

JH Strain & Sons, Inc. - \$465,235.00

Raydon, Inc. - \$388,839.00

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider award of bid for 2022 TXCDBG (No. CDM22-0020) Downtown Revitalization Program – Sidewalk Improvements to lowest and best bid



SCALE IN FEET
0 10 20 30

REFER TO SHEET 08

REFER TO SHEET 09

US HWY. 180 / W. WALKER STREET

REFER TO SHEET 10

N. McAMIS STREET

N. ROSE STREET

N. COURT STREET

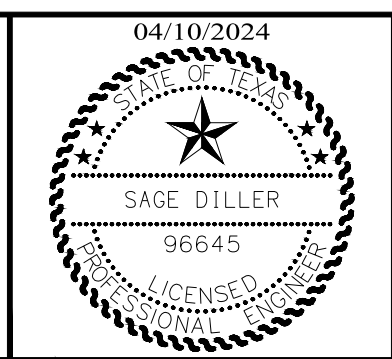
W. ELM STREET

LEGEND

- MH MANHOLE - SANITARY SEWER
- MH-TEL MANHOLE - TELEPHONE
- ⊕ FH FIRE HYDRANT
- WM WATER METER
- WV WATER VALVE
- GM GAS METER
- EM ELECTRIC METER
- LP LIGHT POLE
- PP POWER POLE
- PB PULL-BOX - TELEPHONE
- SN SIGN
- SN-TRF SIGN - TRAFFIC
- SN-HC SIGN - HANDICAP PARKING
- SN-TEL SIGN - BURIED TELEPHONE
- MB MAIL BOX
- TL TRAFFIC LIGHT
- GUY GUY ANCHOR
- OU OVERHEAD UTILITY LINE
- ▨ PROPOSED 4" CONCRETE SIDEWALK (ADA COMPLIANT ROUTE)
- ▨ PROPOSED 4" CONCRETE SIDEWALK
- ▨ PROPOSED CONCRETE ROADWAY SURFACE
- SN-YLD PD PROPOSED SIGN "YIELD TO PEDESTRIANS"
- SN-TRF RELOCATED SIGN (VARIES)
- SN-HC RELOCATED SIGN "HANDICAPPED PARKING"
- SN-STOP RELOCATED SIGN "STOP"
- FH RELOCATED FIRE HYDRANT

NO.	REVISION	DATE
0	RELEASED FOR BID	04/10/2024

Sage Diller, P.E.



Enprotec | Hibbs & Todd
 402 Cedar Street • Abilene, Texas 79601 • T: (325) 698-5560 • F: (325) 690-3240 • www.e-h-t.com
 PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

BAR IS ONE INCH ON ORIGINAL DRAWING
 IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DISCLAIMER:
 THIS DRAWING IS INTENDED TO BE PRINTED IN COLOR!

DESIGNED BY
W. SMITH
 DRAWN BY
D. BORCIK
 CHECKED BY
S. DILLER

SCALE
1" = 30'

**DOWNTOWN REVITALIZATION PROJECT
 SIDEWALK IMPROVEMENTS
 BRECKENRIDGE, STEPHENS COUNTY, TEXAS**

OVERALL SITE IMPROVEMENTS

PROJECT NO.:
8699

SHEET No.
7

Project: Breckenridge, City of 8699 Downtown Sidewalk Improvements, CAD: CONSET4, SHEETS: 8699-07, TITLE: 10.dwg



May 6, 2024

City of Breckenridge
105 N Rose Ave.
Breckenridge, Texas 76424
Attn: Mr. Bob Sims, Mayor

**Re: Recommendation of Bid Award
2022 TXCDBG No. CDM-0020 Downtown Revitalization Program
Sidewalk Improvements
City of Breckenridge, Stephens County, Texas**

Dear Mayor Sims:

Bids for the referenced project were opened and read aloud on May 2, 2024. Three (3) bids were received and are summarized in the attached bid tabulation. The apparent low bidder is AAJ Concrete, based out of Plainview, Texas.

The responsiveness and responsibility of the low bidder has been evaluated for conformity with all material conditions of the Advertisement to Bid and the Information for Bidders. Additionally, the contractor's ability to perform the project successfully and the qualifications submitted by the low bidder have been evaluated in accordance with the Contract Documents. The contractor's bid meets requirements of the Contract Documents and therefore no informalities of the bid process were required to be waived.

Based upon the information provided, it is recommended that award of the construction contract for the 2022 TXCDBG No. CDM-0020 Downtown Revitalization Program – Sidewalk Improvements be made to AAJ Concrete, as the lowest, responsible, responsive bidder, for the total Base Bid amount of **\$304,353.00** (Base Bid).

The amount of agency funding available for construction is \$434,600.00. Options for adding additional work to the contract will be discussed with the grant consultant to ensure program eligibility. Any additional work must be approved by the funding agency (TDA) prior to implementation.

We look forward to working with the City of Breckenridge as this project moves into the construction phase.

Sincerely,

Enprotec / Hibbs & Todd

Sage Diller, P.E.

SD/jd

Encl: Bid Tabulation

c: Cynthia Northrop, City Manager
Ken Coignet, Public Management
Project File 8699

P:\Projects\Breckenridge, City of\8699 DTR Sidewalk Improvements\5. Bidding Phase\Bidder Evaluation\050624 Recommendation of Award.doc



Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: TXCDBG #CDM22-0020 Downtown Revitalization Program Sidewalk Improvements, City of Breckenridge, Texas

BIDS RECEIVED: 5/2/2024

PE Firm Registration No. 1151

Item No.	Quantity	Unit	Item	BASE BID		AAJ Concrete		Raydon		JH Strain & Sons	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		
1	1	LS	Mobilization, bonds & insurance	\$ 14,000.00	\$ 14,000.00	\$ 15,000.00	\$ 15,000.00	\$ 22,000.00	\$ 22,000.00		
2	1	LS	Traffic Control Plan	\$ 16,000.00	\$ 16,000.00	\$ 9,350.00	\$ 9,350.00	\$ 30,000.00	\$ 30,000.00		
3	1	LS	Implement Stormwater Pollution Prevention Plan	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00		
4	1	LS	Implement Trench and Excavation Safety Plan	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00		
5	1	LS	Site Demolition	\$ 42,000.00	\$ 42,000.00	\$ 94,480.00	\$ 94,480.00	\$ 75,000.00	\$ 75,000.00		
6	448	SY	4" Thick Class "A" Concrete Sidewalk (ADA Compliant Route)	\$ 103.50	\$ 46,368.00	\$ 115.50	\$ 51,744.00	\$ 120.00	\$ 53,760.00		
7	390	SY	4" Thick Concrete Sidewalk	\$ 103.50	\$ 40,365.00	\$ 115.50	\$ 45,045.00	\$ 120.00	\$ 46,800.00		
8	14	EA	Standard Handicap Curb Ramp	\$ 2,200.00	\$ 30,800.00	\$ 1,650.00	\$ 23,100.00	\$ 3,500.00	\$ 49,000.00		
9	515	LF	Standard Curb and Gutter	\$ 24.00	\$ 12,360.00	\$ 25.00	\$ 12,875.00	\$ 45.00	\$ 23,175.00		
10	295	SY	Standard Concrete Driveway Apron	\$ 117.00	\$ 34,515.00	\$ 120.00	\$ 35,400.00	\$ 170.00	\$ 50,150.00		
11	155	SY	Standard Concrete Paving	\$ 119.00	\$ 18,445.00	\$ 120.00	\$ 18,600.00	\$ 170.00	\$ 26,350.00		
12	1	LS	Standard Pavement Markings and Associated Signage	\$ 14,500.00	\$ 14,500.00	\$ 25,645.00	\$ 25,645.00	\$ 35,000.00	\$ 35,000.00		
13	1	LS	Relocated Utilities	\$ 16,000.00	\$ 16,000.00	\$ 49,100.00	\$ 49,100.00	\$ 20,000.00	\$ 20,000.00		
14	1	LS	Temporary Project Signage	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00		
TOTAL BASE BID PRICE (Items 1 thru 14)					\$ 304,353.00		\$ 388,839.00		\$ 465,235.00		

I, SAGE DILLER, P.E. #96645, DO HEREBY CERTIFY THAT THE ABOVE REFERENCED BIDS WERE RECEIVED, IN ACCORDANCE WITH THE ADVERTISED PROCEDURES, OPENED, AND READ ALOUD. THE BID TABULATION HEREIN IS A TRUE AND ACCURATE REPRESENTATION OF THE BIDS READ ALOUD.

Sage Diller
 SAGE DILLER, P.E., #96645



5/3/2024



Enprotec | Hibbs & Todd

Project: City of Breckenridge, TXCDBG Downtown Revitalization Program Sidewalk Improvements Project #: 8699
Project Manager: Sage Diller, P.E.
Date/Place/Time: Thursday, May 2, 2024, Breckenridge City Hall, 105 N. Rose Ave., Breckenridge, Texas 76424 / 11:00 A.M.

CONTRACTOR NAME	BASE BID
AAJ Concrete	\$304,353. ⁰⁰
JH Strain & Sons Inc.	\$465,235. ⁰⁰
Raydon, Inc.	\$388,839. ⁰⁰

Enprotec / Hibbs & Todd, Inc., 402 Cedar Street, Abilene, Texas 79601

TABULATION OF BIDS FOR: TXCDBG #CDM22-0020 Downtown Revitalization Program Sidewalk Improvements, City of Breckenridge, Texas

BIDS RECEIVED: 5/2/2024

PE Firm Registration No. 1151

Item No.	Quantity	Unit	Item	BASE BID		AAJ Concrete		Raydon		JH Strain & Sons	
				Unit Cost	Amount	Unit Cost	Amount	Unit Cost	Amount		
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3	1	LS	Implement Stormwater Pollution Prevention Plan	\$ 9,000.00	\$ 9,000.00	\$ 6,000.00	\$ 6,000.00	\$ 12,000.00	\$ 12,000.00		
4	1	LS	Implement Trench and Excavation Safety Plan	\$ 6,000.00	\$ 6,000.00	\$ 2,000.00	\$ 2,000.00	\$ 12,000.00	\$ 12,000.00		
5	1	LS	Site Demolition	\$ 42,000.00	\$ 42,000.00	\$ 94,480.00	\$ 94,480.00	\$ 75,000.00	\$ 75,000.00		
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14	1	LS	Temporary Project Signage	\$ 4,000.00	\$ 4,000.00	\$ 500.00	\$ 500.00	\$ 10,000.00	\$ 10,000.00		
TOTAL BASE BID PRICE (Items 1 thru 14)					\$ 304,353.00		\$ 388,839.00		\$ 465,235.00		

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Sage Diller

SAGE DILLER, P.E., #96645



5/3/2024

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

AAJ Concrete LLC 7207 W 12th St Plainview, Tx, 79072

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER (Please type)

Damin Aviles / Owner

4/30/24

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient)	DATE 4/30/24
City of Breckenridge	PROJECT NUMBER (if any) TS (TXCDBG - CDM22-
C/O AAJ Concrete LLC	PROJECT NAME City of Breckenridge Downtown Revitalization

1. The undersigned, having executed a contract with _____
 for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that: _____

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that: _____

(a) The legal name and the business address of the undersigned are:

AAJ Concrete LLC 7807 W 12th St Plainview, Tx, 79072

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(Handwritten checkmark next to option 1)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Jamin Aviles	Owner	2604 Quinny St Plainview, Tx, 79072
Lizett Aviles	Owner	7207 W 12th St Plainview, Tx, 79072
Adan Aviles	Owner	7207 W 12th St Plainview, Tx, 79072

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST
N/A		

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION
N/A		

Date 4/30/24

AAJ Concrete LLC
(Contractor)

By Jamin Aviles

**Texas House Bill 89
VERIFICATION**

Texas Government Code, Section 2270.001
CHAPTER 2270. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

I, Jamin Aviles, (Company Representative Name) the undersigned representative of AAS Concrete LLC, (Company or Business name) hereinafter referred to as "Company", verify that the Company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

a) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

b) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Jamin Aviles
Name of Company Representative (Print)

Jamin Aviles
Signature of Company Representative

4/30/24
DATE

**Texas Senate Bill 252
CERTIFICATION**

**Texas Government Code, Chapter 2252
SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

I, Jamin Aviles, (Company Representative) the undersigned representative of AAJ Concrete LLC (Company or business name), pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is:

1. not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
2. does not have contracts with, provide supplies or services to or are doing business with Iran, Sudan, or a foreign terrorist organization.

Pursuant to Section 2252, 0.001, Texas Government Code

- a) *"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.*
- b) *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Jamin Aviles
Name of Company Representative (Print)

Jamin Aviles
Signature of Company Representative

4/30/24
Date

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The AAJ Concrete LLC does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Jamin Aviles

(Address) 2604 Quincy, Plainview,

Tx, 79072
City State Zip

Telephone Number (806) 587 - 4606 Voice
(806) 587 - 4606 TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8, dated June 2, 1988).

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Hale)

Jamin Aviles, being first duly sworn, deposes and says that:

(1) He/She is owner of AAS Concrete, the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Breckenridge or any person interested in the proposed Contract; and

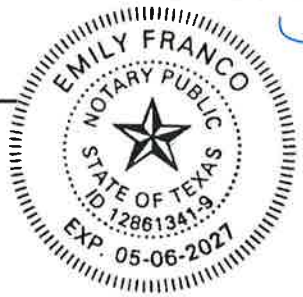
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Jamin Aviles
owner
Title

Subscribed and sworn to me this 30th day of April, 2024.

By: [Signature]
Notary Public

My commission expires May 6, 2027



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, AAS Concrete 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.

Jamin Aviles
Signature of Contractor's Authorized Official

Jamin Aviles / Owner
Printed Name and Title of Contractor's Authorized Official

4/30/24
Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <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	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency: Congressional District, if known: _____	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known: _____	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by 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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: <u>Jamin Aviles</u> Print Name: <u>Jamin Aviles</u> Title: <u>Owner</u> Telephone No.: <u>(806) 587-4606</u> Date: <u>04-30-2024</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

AAS Concrete LLC agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Breckenridge.

- A. To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of AAS Concrete LLC, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Jamin Aviles
Signature

Jamin Aviles
Printed Name

Owner
Title

4/30/24
Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business
0				

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/Residents
Labourer	3	3	0	0
Finisher	3	3	0	0
machine Operator	2	2	0	0
Totals				

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 2

PROPOSAL
 for
2022 Texas Community Development Block Grant
TxCDBG No.: CDM22-0020
Downtown Revitalization Program Sidewalk Improvements
Breckenridge, Stephens County, Texas

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds, and insurance (not to exceed 5% of total base bid), for fourteen <u>fourteen thousand</u> Dollars and <u>zero</u> Cents per lump sum.	\$14,000.00	\$14,000.00
2	1 LS	Furnish and install Traffic Control Plan, and all related work, as shown and as specified, for sixteen thousand <u>sixteen thousand</u> Dollars and <u>zero</u> Cents per lump sum.	\$16,000.00	\$16,000.00
3	1 LS	Prepare, Obtain applicable approvals(s) for, and Implement Stormwater Pollution Prevention Plan and related work as shown and specified, for <u>nine thousand</u> Dollars and <u>zero</u> Cents per lump sum.	\$9,000	\$9,000.00
4	1 LS	Prepare, Obtain applicable approval(s) for, and Implement Trench and Excavation Safety Plan and related work as specified, for <u>six thousand</u> Dollars and <u>zero</u> Cents per lump sum.	\$6,000.00	\$6,000.00
5	1 LS	Site Demolition, including all saw cutting, removal of bricks, concrete and asphalt pavement, sidewalks, driveways, curb and gutter, landscaping, all related appurtenances, for <u>forty two thousand</u> Dollars and <u>zero</u> Cents per lump sum.	\$42,000.00	\$42,000.00
6	448 SY	Furnish and install 4" Thick Class "A" Concrete Sidewalk (ADA Compliant Route), and all related work, as shown and as specified, for <u>one hundred and three</u> Dollars and <u>fifty</u> Cents per square yard.	\$103.50 /SY	\$46,368.00

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 3

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
7	390 SY	Furnish and install 4" Thick Concrete Sidewalk, and all related work, as shown and as specified, for <u>one hundred and three</u> Dollars and <u>fifty</u> Cents per square yard.	\$ 103.50 /SY	\$ 40,365.00
8	14 EA	Furnish and install Standard Handicap Curb Ramp, and all related work, as shown and as specified, for <u>two thousand two hundred</u> Dollars and <u>zero</u> Cents per each.	\$ 2,200.00 /EA	\$ 30,800.00
9	515 LF	Furnish and install Standard Curb and Gutter, and all related work, as shown and as specified, for <u>twenty four</u> Dollars and <u>zero</u> Cents per linear foot.	\$ 24.00 /LF	\$ 12,360.00
10	295 SY	Furnish and install Standard Concrete Driveway Apron, and all related work, as shown and as specified, for <u>one hundred and seventeen</u> Dollars and <u>zero</u> Cents per square yard.	\$ 117.00 /SY	\$ 34,515.00
11	155 SY	Furnish and install Standard Concrete Paving, and all related work, as shown and as specified, for <u>one hundred and nineteen</u> Dollars and <u>zero</u> Cents per square yard.	\$ 119.00 /SY	\$ 18,445.00
12	1 LS	Furnish and install Standard Pavement Markings and Associated Signage, including Relocated Signage, and all related work, as shown and as specified, for <u>fourteen thousand five hundred</u> Dollars and <u>zero</u> Cents per lump sum.	\$ 14,500.00	\$ 14,500.00
13	1 LS	Relocated Utilities, including Fire Hydrant, Adjust Storm Inlet, and all related work, as shown and as specified, for <u>sixteen thousand</u> Dollars and <u>zero</u> Cents per lump sum.	\$ 16,000.00	\$ 16,000.00

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 4

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
14	1 LS	Provide and install Temporary Project Sign (Section 01500), for <u>four thousand</u> _____ Dollars and <u>zero</u> Cents per lump sum.	\$4,000.00	\$ 4,000.00
TOTAL BASE BID (Items 1 thru 14)			\$ <u>304,353.00</u>	

Bids may be held by the City of Breckenridge for a period not to exceed _____ days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

The undersigned bidder agrees that he will furnish and install all materials within 150 () days after the date of the "Notice to Proceed".

The undersigned bidder estimates that he will be able to start work on this project on or about 5/24/24.

The materials shall be accepted when delivered to the Owner in accordance with the specifications, to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

NOTE: The prices must be shown in words and figures in the proposal and in the event of discrepancy, the words shall control.

Receipt is hereby acknowledged of addenda to the contract documents number 0.

*
 * Mailing Address and Zip Code BIDDER: AAT Concrete LLC
 *
 * 7207 W 12th Jamin Aviles
 * By
 * Plainview TX 79072 Jamin Aviles
 * Signature
 * 806 587 4606 Jamin Aviles
 * Area Code and Telephone Number Name of Person Signing Bid
 *
 * 921087658 Owner
 * Federal I.D. Number/Social Security Title

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 4/30/24

Bidder (Legal Name of Firm): AAS Concrete LLC

Date Organized: 1/2004

Address: 1207 W 12th
Plainview TX 79072

Date Incorporated 1/2004

Federal ID Number: 921087658

Number of Years in contracting business under present name 20

List all other names under which your business has operated in the last 10 years:

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>Plainview golfcourse Rehabilitation</u>	<u>336,000</u>	<u>5/20/24</u>

Type of work performed by your company: concrete construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):

3 finishers
3 laborers
2 machine operators
Supervisor: Jamiro Aviles/owner

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
City Littlefield downtown imp	\$375,000	3/2022
City of Lamesa downtown imp	\$428,000	2/2023

Major equipment available for this contract: skid loader, dump truck, concrete finishing machine, semi-truck, front end loader

Are you in compliance with all applicable EEO requirements? Yes No
 (If no, please attach summary of details on a separate sheet.)

Bank References

Address: 3301 Olton Rd Contact Name: Brandon Arhens
 City & State: Plainview TX Zip: 79072 Phone Number: 806 291 6811
 Credit available: \$ 80,000

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
 (If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 30 day of April, 2024

Jamin Aviles
Signature

Jamin Aviles
Printed Name and Title

AAS Concrete LLC
Company Name

Notary Statement:

Jamin Aviles being duly sworn, says that he/she is the owner Position/Title of AAJ Concrete (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Hale in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 30th day of April, 2024

Notary Public

[Signature]

Signature

Emily Franco

Printed Name



My Commission Expires: May 6, 2027

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

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

OFFICE USE ONLY

Date Received

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

N

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 Jamin Aviles
Signature of vendor doing business with the governmental entity

4/30/24
Date

Debarment / Suspension Certification

I, Jamin Aviles, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)

System for Award Management (www.sam.gov) website and determined that

AAJ Concrete Llc is not shown as an "excluded party" that is debarred,
(Name of entity)

suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for additional information on the federal governmentwide debarment and suspension system for nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state laws relating to filing false statements and other relevant statutes.

Jamin Aviles
Signature

4/30/24
Date

Owner
Title

Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.



Phone: 877 816 2800 | PO Box 32577
Waco, Texas 76703-4200

BID BOND

Bond No. CNB-43409-00

KNOW ALL MEN BY THESE PRESENTS:

THAT we, Adan Aviles dba AAJ Concrete Company, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto City of Breckenridge, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed 5% of the Greatest Amount Bid Dollars (\$ 5% of G.A.B), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for DOWNTOWN,UPDATE DOWNTOWN CONCRETE SIDEWALK WORK

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 2nd day of May, 2024.

Principal:
Adan Aviles dba AAJ Concrete Company
(Seal)

By: Adan Aviles
(title)

Surety:
INSURORS INDEMNITY COMPANY
(Seal)

By: J.B. Walker, Jr.
J.B. Walker, Jr., Attorney-in-Fact

**POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas**

KNOW ALL PERSONS BY THESE PRESENTS:

Number: CNB-43409-00

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

J.B. Walker, Jr. of the City of Plainview, State of TX

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

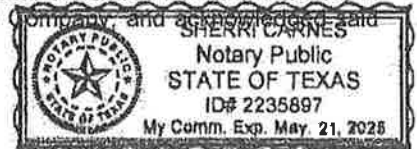
Attest: Tammy Tieperman
Tammy Tieperman, Secretary

By: Dave E. Talbert
Dave E. Talbert, President

State of Texas
County of McLennan

On the 11th day of November, 2014, before me a Notary Public in the State of Texas, personally appeared Dave E. Talbert and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as President, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

Sherril Carnes
Notary Public, State of Texas



Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on November 11, 2014:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on November 11, 2014, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 2nd day of May, 2024.

Tammy Tieperman
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 32577, WACO, TEXAS 76703 OR EMAIL US AT BONDDEPT@INSURORSINDEMNITY.COM.

Phone: 877 816 2800

PO Box 32577
Waco, Texas 76703-4200**IMPORTANT NOTICE - AVISO IMPORTANTE**

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-877-816-2800

You may also write to Insurors Indemnity Company at:

P.O. Box 32577
Waco, TX 76703-4200

Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-877-816-2800

Usted tambien puede escribir a Insurors Indemnity Company:

P.O. Box 32577
Waco, TX 76703-4200

O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

Consumer Protection (111-1A)
P.O. Box 149091
Austin, TX 78714-9091
Fax: 512-490-1007

Web: <http://www.tdi.texas.gov>

E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned, _____ as PRINCIPAL, and _____, as SURETY are held and firmly bound unto City of Breckenridge hereinafter called the "Local Public Agency", in the penal sum of _____ Dollars, (\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the Accompanying Bid, dated _____, for _____

NOW, THEREFORE, the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or, if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefor, or if no period be specified, within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the Local Public Agency in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the Local Public Agency the difference between the amount specified in said Bid and the amount for which the local Public Agency may procure the required work or supplies or both, if the latter be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS THEREOF, the above parties have executed this instrument this _____ day of _____, the name and corporate seal of each corporate party being hereto affixed and these present signed by its undersigned representative, pursuant to authority of its governing body.

(SEAL)

(SEAL)

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Affix
Corporate
Seal

Attest:

By: _____

Countersigned

By _____

* Attorney-in-Fact, State of Texas

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the Corporation named as Principal in the bid bond; that _____, who signed the said bond on behalf of the Principal was then _____ of said corporation; that I know his/her signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed, and attested to, on behalf of said corporation by authority of its governing body.

Corporate
Seal

Title: _____

* Power-of-attorney for person signing for Surety Company must be attached to bond.

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

Raydon, Inc
PO Box 671
Breckenridge, TX 76424

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes No

The undersigned hereby certifies that:

- The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.
- The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes No

NAME AND TITLE OF SIGNER (Please type)

Seth Shortes, Vice President


SIGNATURE

5/2/2024

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient) City of Breckenridge 105 N Rose Ave. Breckenridge, TX 76424	DATE 5/2/2024
	PROJECT NUMBER (if any) 2022 TxCDBG No. CDM22-0020
C/O	PROJECT NAME Downtown Revitalization Program Sidewalk Improvements

1. The undersigned, having executed a contract with City of Breckenridge
 for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

(a) The legal name and the business address of the undersigned are:

Raydon, Inc.
 PO Box 671
 Breckenridge, TX 76424

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF TEXAS
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Darrell Shortes	President	PO Box 671 Breckenridge, TX 76424
Seth Shortes	Vice President	PO Box 671 Breckenridge, TX 76424
Marsee Shortes Fuller	Corporate Secretary	PO Box 671 Breckenridge, TX 76424

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

Date 5/2/2024

Raydon, Inc.
(Contractor)

By 
Seth Shortes, Vice President

**Texas House Bill 89
VERIFICATION**

Texas Government Code, Section 2270.001
CHAPTER 2270. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

I, Seth Shortes, (Company Representative Name) the undersigned representative of Raydon, Inc., (Company or Business name) hereinafter referred to as "Company", verify that the Company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

a) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

b) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Seth Shortes
Name of Company Representative (Print)


Signature of Company Representative

5/2/2024
DATE

**Texas Senate Bill 252
CERTIFICATION**

**Texas Government Code, Chapter 2252
SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

I, Seth Shortes, (Company Representative) the undersigned representative of Raydon, Inc. (Company or business name), pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is:

- 1. not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
- 2. does not have contracts with, provide supplies or services to or are doing business with Iran, Sudan, or a foreign terrorist organization.

Pursuant to Section 2252, 0.001, Texas Government Code

a) *"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.*

b) *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Seth Shortes

Name of Company Representative (Print)



Signature of Company Representative

5/2/2024

Date

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The _____ does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Raydon, Inc.

(Address) PO Box 671

Breckenridge, TX 76424

City State Zip

Telephone Number (254) 559 - 5012 Voice
 () _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)

County of Stephens)

Seth Shortes, being first duly sworn, deposes and says that:

(1) He/She is Vice President of Raydon, Inc., the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Breckenridge or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) [Signature]
Vice President
Title

Subscribed and sworn to me this 2 day of May, 2024.

My commission expires 01/20/2028
[Signature]
Notary Public


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, Raydon, 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

Seth Shortes, Vice President

 Printed Name and Title of Contractor's Authorized Official

5/2/2024

 Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> N/A a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by 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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Seth Shortes</u> Title: <u>Vice President</u> Telephone No.: <u>254-559-5012</u> Date: <u>5/2/2024</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

Raydon, Inc. _____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Breckenridge.

- A. To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
- F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
- G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
- J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
- K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of Raydon, Inc., we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.



Signature

Seth Shortes

Printed Name

Vice President

Title

5/2/2024

Date

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business
Prime	1	\$388,839.00	1	\$388,839.00

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/Residents
5220	15	15	0	0
Totals				

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 2

PROPOSAL
 for
2022 Texas Community Development Block Grant
TxCDBG No.: CDM22-0020
Downtown Revitalization Program Sidewalk Improvements
Breckenridge, Stephens County, Texas

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds, and insurance (not to exceed 5% of total base bid), for _____ FIFTEEN THOUSAND Dollars and NO Cents per lump sum.		\$ 15,000.00
2	1 LS	Furnish and install Traffic Control Plan, and all related work, as shown and as specified, for NINE THOUSAND THREE HUNDRED FIFTY Dollars and NO Cents per lump sum.		\$ 9,350.00
3	1 LS	Prepare, Obtain applicable approvals(s) for, and Implement Stormwater Pollution Prevention Plan and related work as shown and specified, for _____ SIX THOUSAND Dollars and NO Cents per lump sum.		\$ 6,000.00
4	1 LS	Prepare, Obtain applicable approval(s) for, and Implement Trench and Excavation Safety Plan and related work as specified, for _____ TWO THOUSAND Dollars and NO Cents per lump sum.		\$ 2,000.00
5	1 LS	Site Demolition, including all saw cutting, removal of bricks, concrete and asphalt pavement, sidewalks, driveways, curb and gutter, landscaping, all related appurtenances, for _____ NINETY FOUR THOUSAND FOUR HUNDRED EIGHTY Dollars and NO Cents per lump sum.		\$ 94,480.00
6	448 SY	Furnish and install 4" Thick Class "A" Concrete Sidewalk (ADA Compliant Route), and all related work, as shown and as specified, for _____ ONE HUNDRED FIFTEEN Dollars and FIFTY Cents per square yard.	\$ 115.50 /SY	\$ 51,744.00

Downtown Revitalization Program Sidewalk Improvements
City of Breckenridge, Texas
Proposal Page # 3

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
7	390 SY	Furnish and install 4" Thick Concrete Sidewalk, and all related work, as shown and as specified, for _____ ONE HUNDRED FIFTEEN Dollars and FIFTY Cents per square yard.	\$ 115.50 /SY	\$ 45,045.00
8	14 EA	Furnish and install Standard Handicap Curb Ramp, and all related work, as shown and as specified, for _____ ONE THOUSAND SIX HUNDRED FIFTY Dollars and NO Cents per each.	\$ 1,650.00 /EA	\$ 23,100.00
9	515 LF	Furnish and install Standard Curb and Gutter, and all related work, as shown and as specified, for _____ TWENTY FIVE Dollars and NO Cents per linear foot.	\$ 25.00 /LF	\$ 12,875.00
10	295 SY	Furnish and install Standard Concrete Driveway Apron, and all related work, as shown and as specified, for _____ ONE HUNDRED TWENTY Dollars and NO Cents per square yard.	\$ 120.00 /SY	\$ 35,400.00
11	155 SY	Furnish and install Standard Concrete Paving, and all related work, as shown and as specified, for _____ ONE HUNDRED TWENTY Dollars and NO Cents per square yard.	\$ 120.00 /SY	\$ 18,600.00
12	1 LS	Furnish and install Standard Pavement Markings and Associated Signage, including Relocated Signage, and all related work, as shown and as specified, for TWENTY FIVE THOUSAND SIX HUNDRED FORTY FIVE Dollars and NO Cents per lump sum.		\$ 25,645.00
13	1 LS	Relocated Utilities, including Fire Hydrant, Adjust Storm Inlet, and all related work, as shown and as specified, for FORTY NINE THOUSAND ONE HUNDRED Dollars and NO Cents per lump sum.		\$ 49,100.00

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 4

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
14	1 LS	Provide and install Temporary Project Sign (Section 01500), for _____ FIVE HUNDRED _____ Dollars and _____ Cents per lump sum.		\$ 500.00
TOTAL BASE BID (Items 1 thru 14)			\$ 388,839.00	

Bids may be held by the City of Breckenridge for a period not to exceed 90 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

The undersigned bidder agrees that he will furnish and install all materials within 120 () days after the date of the "Notice to Proceed".


The undersigned bidder estimates that he will be able to start work on this project on or about _____.

The materials shall be accepted when delivered to the Owner in accordance with the specifications, to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

NOTE: The prices must be shown in words and figures in the proposal and in the event of discrepancy, the words shall control.

Receipt is hereby acknowledged of addenda to the contract documents number _____.

Mailing Address and Zip Code	BIDDER: <u>Raydon, Inc.</u>
<u>PO Box 671</u>	_____
<u>Breckenridge, TX 76424</u>	By _____
	 Signature
<u>254-559-5012</u>	<u>Seth Shortes</u>
Area Code and Telephone Number	Name of Person Signing Bid
<u>75-2235384</u>	<u>Vice President</u>
Federal I.D. Number/Social Security	Title

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:
2024-1155696

Date Filed:
05/02/2024

Date Acknowledged:

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

Raydon, Inc.
Breckenridge, 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.

2022 TxCDBG No. CDM22-0020
Downtown Revitalization Program Sidewalk Improvements

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 Seth Shortes, and my date of birth is 05/19/1981.

My address is PO Box 671 Breckenridge TX 76424 USA
(street) (city) (state) (zip code) (country)

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

Executed in Stephens County, State of Texas, on the 2 day of May, 2024.
(month) (year)



Signature of authorized agent of contracting business entity (Declarant)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 5/2/2024

Bidder (Legal Name of Firm): Raydon, Inc.

Date Organized: 1981

Address : PO Box 671, Breckenridge, TX 76424

Date Incorporated 06/17/1988

Federal ID Number: 75-2235384

Number of Years in contracting business under present name 43

List all other names under which your business has operated in the last 10 years:

N/A

Work Presently Under Contract:

Contract	Amount \$	Completion Date
See Attached		

Type of work performed by your company: Earthwork, Site Utilities, Demolition, Asphalt Paving

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
65

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
See Attached		

Major equipment available for this contract: See Attached

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: 101 E. Walker St. Contact Name: Kevin Simmons
 City & State: Breckenridge, TX Zip: 76424 Phone Number: 254-559-2222
 Credit available: \$ 1,000,000.00

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 2 day of May, 2024.


Signature

Seth Shortes, Vice President
Printed Name and Title

Raydon, Inc.
Company Name

Notary Statement:

Seth Shortes, being duly sworn, says that he/she is the Vice President Position/Title of Raydon, Inc. (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of Stephens in verification of the recitals comprising this Statement of Bidder's Qualifications.

Subscribed and sworn before me this 2 day of May, 2024.

Notary Public

Shelley Jackson
Signature

Shelley Jackson
Printed Name



My Commission Expires: 01/20/2028

The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

5:36 PM

04/04/24

Raydon, Inc.
Total Equipment List
April 4, 2024

Customer	Make-Model	Serial #	License
026-1985 Utility Trailer	1985 Utility Enclosed Trailer	TR159613	40229F
031-'84 International Water Truck	1984 International	1HTLDTVN8EHA61487	1E89452
075-1981 Atoka Trailer	1981 Atoka Trailer	AT48169	74610Y
081-1988 Poly Pipe String Trailer	1988 Poly Pipe String Trailer	TR13161	20YTWB
082-1988 30' Pipe Trailer	1988 30' Pipe Trailer	TR164946	98327J
089-1978 Fontain Drop Deck Trailer	1978 Fontain 40' Trlr	30159	Y15423
090-BJ Power Tongs	BJ Power Tongs		
095-1978 Load Trailer	1978 Load Trailer	CB781890	Y15404
104-1990 Belshe Backhoe Trailer	1990 Belshe Trailer	16JF01425L1021425	792452J
112-1990 Flat Utility Trailer	1990 Flat Utility Trailer	44ZFM1629LT053548	24043C
113-1979 General Trailer	1979 General Trailer	18HA7945	98365J
116-Falcon Air Compressor on utility trlr	Falcon Air Compressor	1M9US1229RA452050	98366J
124-1986 40' Pipe Trailer	1986 Pipe Trailer	007321J	85ZNNX
135-Leased Equipment	Leased Equipment		
139-1994 Service Trailer	1994 Service Trailer	TBD139	360472H
145-1994 Tilt Poly Trailer	1994 Tilt Poly Trlr.	TBD	50TWKD
189-1986 Great Dane Trailer	1986 Great Dane	1GRDM9027GM017401	Y15375
197-185 Ingersoll Rand Air Compressor	1994 185 Ingersoll Compressor	241952UKE308	489M66
198-Boring Equipment	Stegemoller Boring Equip.		
231-Rex Mixer	Rex Mixer D-S247	SP2888	
234-1995 Shopmade Trailer	1995 Shopmade Trailer	08683666	23822C
263-1989 Trail King 3-Axle RGN Trailer	1989 Trail King 3-Axle	1TKH05133KM112655	Y15392
265-1995 Western Star Dump Truck	1995 Western Star Dump Truck	2WKPDCXH3SK939470	NWN4726
266-1995 Western Star Dump Truck	1995 Western Star Dump Truck	2WKPDCXH2SK939556	KCW8088
267-1995 Western Star Dump Truck	1995 Western Star Dump Truck	2WKPDCXH8SK939187	1M28189
268-John Deere 624G Loader	John Deere Loader 624G	DW624GB552938	
269-2000 Ditch Witch Vactron F30/Trailer	Ditch Witch Vac. F30/Trl	1DSB202S2117V2503	40197F
275-Broce Broom RJ 300	Broce Broom RJ300	87745	
284-1999 International Mechanic Truck	1999 International	1HSSDAAN3XH614119	BN60054
288-2005 Kobelco Excavator	Kobelco Excavator	SNYQ8U1986	MODEL SK210
295-2005 C & M Trailer	2005 C & M Trailer	1CACH182X57032793	725850H
296-2002 Ranco End Dump Trailer	2002 Ranco End Dump Trailer	1R9ESB5012L008593	Y77577
300-RG140 New Holland Motorgrader	RG140 New Holland Motor Grader	N5AF00067	
307-Kobelco SK 210LC Excavator	Kobelco SK 210 Excavator	TQY008U2171	
312-JD 310G Loader Backhoe	John Deere 310G Loader Backhoe	T0310GX897387	
313-1994 Thacker Gooseneck Trailer	1994 Thacker	1T9FH3223RL404001	563749H
315-1993 Ingersoll Rand DD90 Roller	1993 Ingersoll Rand	6063	
316-1993 International Water Truck	1993 International Water Truck	2HSFMA7R0PC063862	CFZ4250
318-John Deere 624 Wheel Loader	John Deere 624 Wheel Loader	DW624EB535935	
324-Kubota 4WD Tractor	Kubota M1055SDSC1 4WD Tractor	52758	w/Loader Bucket/Cutter
326-2006 Shopmade Flatbed Trailer	2006 Shopmade Flatbed Trailer	TR197144	174406H
327-Pemberton Material Densifier Grapple	#327-Material Densifier Grappl	182-3-0107	
328-NH G140 Motorgrader	NH G140 Motorgrader	N6AF00334	
329-Asphalt Trailer	2000 Asphalt Trailer	3826215	X36339
332-Ingersoll-Rand Smooth Drum Roller	Ingersoll-Rand Smooth Drum	141092	
333-Bomag MPH100R Reclaimer	Bomag MPH100R Reclaimer	85729	
344-C-12 Jaw Crusher w/Screen	Jaw Crusher w/Screen	8195 (JC)/ 7641(Screen)	Model C-12 (JC)
348-1992 TCM Forklift	1992 TCM Forklift	23H42305	Model #FG20N3
350-1994 Freightliner Water Truck	1994 Freightliner Water Truck	1FUYYDSEB2RH564379	BFG0852
351-2006 Belshe BF9T Trailer	2006 Belshe BF9T Trailer	16JF0162161042355	02756N
353-2008 Ranco 32' Round End Dump Trlr	2008 Ranco 32' End Dump Trlr	1R9ESB5048L008953	X69872
354-2008 Carry-On Cargo Trailer	2008 Carry-On Cargo Trailer	4YMCL12168T003427	726039H
355-2006 IR XP185 Air Compressor	2006 IR XP185 Air Compressor	366131UAQ222	312M88
356-Air Compressor IR XP185AW	Air Compressor IR XP185AW	384972UDR821	23M741
361-JD 310G Wheel Loader Backhoe	JD 310G Wheel Loader Backhoe	T0310GX961162	
362-ANH Kobelco Excavator	Kobelco Excavator w/Buckets	YQ09U3599	Model #SK210LC
366-135H Cat Motor Grader	Cat Motorgrader	CBC00191	
367-Maxey 20' Utility Trailer	Maxey 20' Utility Trailer (red)	5R8SL20288M010074	935895K
369-1998 Freightliner Straight Truck	1998 FRHT	1FV6HFB7WH943397	1J71793
371-Bitelli C-100 Roller	Bitelli C-100 Roller 84"	115011506	
372-Concrete Saw	Concrete Saw	FS 400 Lv	
375-Etnyre Chipspreader	Etnyre Chipspreader	K4535	
377-2009 Seal Rite Trailer	2009 Seal Coat Trailer	M1561970	180019M
381-1999 Western Star (TTT)	1999 Western Star	2WKPDDXH4XK955853	PVV0752
384-Topsoil Screen	Topsoil Screen		
386-Kawasaki Wheel Loader	Kawasaki Wheel Loader	97C4-5334	TAG 14372
397-Sakai SW900 Roller	Sakai SW900 Roller	VSW27-30145	
404-2006 3/4 Ton Pickup	2006 Chevrolet 3/4 Ton Pickup	1GCHC29U06E128200	BWO9802
407-2005 JD 310G Loader Backhoe	2005 JD 310G Loader Backhoe	T0310GX953758	
409-1992 Etnyre Asphalt Trailer 6000 G	1992 Etnyre Heated Asphalt Trl	1E9T4420XNE007053	Y77515
410-Cat Trachoe	Cat Trachoe	CJC01962	
413-2005 JD Loader Backhoe	2005 JD Loader Backhoe	T0310GX954216	
416-1982 Trailmaster Gooseneck Trailer	1982 Trailmaster Goosencck Trlr	11428420	98177J
417-Cat 140G Motorgrader	Cat 140G Motorgrader	72V04829	
418-JD 310G Loader Backhoe	310 JD Loader Backhoe	T0310GX957634	
421-Storage Trailer	Storage Trailer	1GRAA9625GS105703	Z47483
422-Plate Tamper	Vib. Plate Tamper	V-5222/Multiquip	Model V-5222
424-2011 Ford F-550	2011 Ford F-550 Pickup	1FD0W5HT2BEC64736	BH76431

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426- 2012 Welding Trailer		11WEC1222CW308226	85079N
427- 2000 Chevrolet Pickup		1GCGK24R3YR137292	BW09741
430- 2004 Dump Trailer	2004 Dump Trailer	5257	
432- 2003 Big Tex Goosneck Flatbed	Big Tex Gooseneck Flatbed	4KS8FX202731310478	563859H
434- Sakai Roller SW320	Sakai SW 320	VSW36-20159C	
437- 2007 Cat D6RXL Dozer	2007 Cat D6RXL Dozer	GJB01048	
439- 2008 John Deere 310J Backhoe		T0310JX155984	
440- 2013 Hull Fuel Tank Trailer	2013 Hull Fuel Tank Trailer	1H9BT1127DR572007	54762P
441- 2006 140M Cat Motorgrader	Cat 140M Motor Grader	M9D00778	
442- 2006 140H Cat Motor Grader	2006 140H Cat Motor Grader	OCCA02123	
444- 1998 Ford Van	1998 Ford Van	1FBSS31L1WHB54115	CJY5401
446- 2005 Ford F-150	2005 Ford F-150	1FTRF12205KE14419	KCW8062
447- 2014 Big Tex Flatbed Trailer	Big Tex Flatbed 25GN285	16VGX2820E2605311	430007K
448- John Deere 310G Loader Backhoe	John Deere 310 G Backhoe	T0310GX962710	
449- John Deere 310J Loader Backhoe	John Deere 310J Backhoe	T0310SJ138503	
450- Pump Trailer			
451- 2011 Ford F-250 Ext Cab 4x4	2011 Ford F-250	1FT7X2B65BEC57961	CTZ8777
452- 2014 Big Tex Trailer	2014 Big Tex	16VGX3525E2615360	179953M
456- 2002 Sterling Water Truck	2002 Sterling	2FZAASAK82AJ51093	CNN7724
457- 2014 Carry-On Utility Trailer	2014 Carry-On Trailer	4YMUL0811ET015194	725932H
458- Cat 299D XHP Compact Track Loader	299D XHP Compact Track Loader	JST00647	
459- John Deere 310J Loader Backhoe	John Deere 310J Loader Backhoe	T0310JX174201	
460- 1998 Western Star	1998 Western Star	2WKPDD2G0WK953000	1M28160
461- Fuel Trailer (750 gallon)	Hull Fuel Trailer	1H9BT0825ER572019	
462- Ingersoll Rand Pneumatic Roller	PT-125R	187795	
463- 2015 GMC 2500 Pickup	2015 GMC 2500 Pickup	1GT22YEG8FZ135321	DWV8002
464- 2015 GMC 2500 Pickup	2015 GMC 2500 Pickup	1GT21XEG2FZ137868	FBV8410
465- 2012 Ford F-350	2012 Ford F-350	1FT8W3BTXCEA28602	DVM4749
466- Broce Broom w/Cab		89224	
468- 2008 Chevrolet Pickup	2008 Chevrolet Pickup	1GBHK23KX8F217154	FMS 6492
469- Wakisha Centrifugal Pump Gooseneck			
470- 2000 Sterling 8500 Water Truck	2000 Sterling Water Truck	2FZNRJBB4YAB70545	FMS6707
472- 2007 Mack Dump Truck	2007 Mack Dump Truck	1M1AJ06Y497N08593	FPV2724
473- 2007 Mack Dump Truck	2007 Mack Dump Truck	1M1AJ06Y47N007898	SMH7861
474- Sakai Roller 66" SV400 Slick/Pad	Sakai Roller 66" SV400	VSV15-30217	
475- 2004 Mack Dump Truck	2004 Mack	1M1AA18Y24N156986	GCW4575
476- 2007 Mack Dump Truck	2007 Mack Dump Truck	1M1AJ06Y57N008591	NCW9164
480- 2003 Ford Van	2003 Ford Van	1FBSS31S23HA49392	GCW4441
481- 2011 Hyundai HL780-9 Wheel Loader	Hyundai HL780-9 Loader 6 yd	AA0000028	
482-2002 Kenworth Truck	2002 Kenworth	1XKWBDB9X52J889809	1L71661
483-1998 Freightliner FL70 Asphalt Distr	Freightliner Asphalt Distribut	1FV6HFBAXWH965734	HGW6810
486-2015 Chevrolet 3500 Pickup	Chevrolet 3500	1GC4KYCG7FF550773	HZY7219
487-2017 GMC 3500 Pickup	GMC 3500 Pickup	1GT42VCG2HF102071	JGC1762
488-Weiler P385B Asphalt Paver		P35B-2230	
489-Ingersoll Rand DD24 Roller	Ingersoll Rand DD24	197356	MFG No. SC5
490-2002 GMC Sierra 2500HD	GMC Sierra 2500 HD	1GTHC29U92E115763	JJM6004
491-2007 Interstate Triaxle RGN Trailer	International	1JKDGN5007P008266	Y15487
495- Nealco ESSP-1500EIF Seal Tank			
498-2017 Ford F-350 Pickup	2017 Ford F-350	1FT8X3BT0HEB28194	JZB7816
502- 2003 Caterpillar 140H Motor Grader	2003 Caterpillar	CAT0140HCAPM00808	
503-1000 Gallon Water Trailer		022-365-100	
504- Wacker 6" Trash Pump	Trailer PT6 Tier 4	5XFPB0513EM000189	792653J
505- 2018 Kobelco SK210 Excavator	2018 Kobelco SK210LC-10 Excava	UQ15S00226	TAG201516
507- 2013 Chevrolet Pickup	2013	1GC1CVCG0DF199619	RYL2817
508-VacTron Flatbed VT-16	TRA/REM Flatbed VT-16	5HZBF16245LH51148	430023K
509 - 2014 J&B Utility Trailer	2014	1J9EH182XE1287475	498153M
510 - CAT 314 LCR Excavator		P0A00344	
511- 2010 Ford F-250 Pickup	2010 Ford	1FTSW2B50AEA77578	LSC5825
512-2019 Chevrolet 5500 HD	Chevrolet 5500HD	1HTKJPVK0KH811703	PVV0824
513- 2015 John Deere 624K Loader	2015 John Deere	1DW624KZVFF668437	
514 - Sakai Roller SV505t-1	Sakai	VSV16-50696	Eng. Ser #73158224 Cummins
515 - CAT 938 Loader	CAT	4YS01396	
516 - CAT 930 Loader	CAT	04479	
517 - 2011 Chevrolet 2500	Chevrolet	1GC2KXCG5BZ437124	MPM2015
518 - 2003 Ford E350 Cargo Van	Ford	1FBSS31S03HA69804	U22360
519 - 2013 Western Star	2013 Western Star	5KJJAEDV3DPFA3332	1M28166
520 - 2004 Ford Utility Truck	2004 Ford Utility Truck	1FDXF46514ED75719	BF53368
521 - 2002 Chevrolet Silverado Pickup	Chevrolet	1GCHC29U22E111621	MPC2572
522 - Ingersoll Rand DD90 Roller		173L99	
523 - 2007 Kenworth Distributor	2007 Kenworth	1NKDXBTX57J179298	GZY4084
524 - 2012 Western Star Truck	2012 Western Star	5KJJAEDV9CPBN1196	1M28177
525 - 2012 Western Star Truck	2012 Western Star	5KJJAEDV0CPBN1197	1M28178
526 - 2020 Weiler P385B Asphalt Paver	2020 Weiler	P385B-3041	
527 - 2013 Chevrolet Silverado Pickup	2013 Chevrolet Silverado	1GC5KZCG4DZ174913	RNG7660
528 - Etnyre Chipsreader	Etnyre	K5746	
529 - CAT D6N Dozer	CAT D6N	ALY03183	
530 - 2006 CAT D6R II Dozer	2006 CAT D6R II	MRT00214	
531 - Road Widener FHR		3096	

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Customer	Make-Model	Serial #	License
532 - 2014 Freightliner Water Truck	Freightliner	1FVACXDT0EHFU5866	DCF6937
533 - 2019 Ford F-250 Pickup	2019 Ford	1FT7W2B73KED10276	NWN4906
534 - 2017 Dynapac CP2700 Pneumatic Roller	2017 Dynapac	10000512KHB005153	
535 - 2011 Western Star Truck	Western Star	5KJJAEDR6BPPD9973	1M99795
536 - 2003 Chevrolet Van	2003 Chevrolet	1GAHG39U331137432	7CCF69
537 - Sakai SW354 Roller	Sakai SW354	1SW73-30509	
538 - John Deere 310K Backhoe	John Deere	240860	
539 - 2022 PJ Low-Pro Trailer	2022 PJ	4P53H4527N1364771	008343M
540 - 2022 Ranco End Dump Trailer	2022 Ranco End Dump	1UNSD3426NL191048	157B760
541 - 2013 Western Star Truck	2013 Western Star	5KJJAEDV5DPPFA3333	1N04964
542 - 2001 CAT 315cl Excavator	2001 CAT 315cl	CFT00425	
543 - 2014 Kobelco SK350 Excavator	2014 Kobelco	YC1210206	
544 - 2015 Chevrolet Silverado Pickup	2015 Chevrolet Silverado	1GC2KUEG5FZ108280	PVV0739
545 - Kubota KX057 Excavator	Kubota KX057	29037	
546 - 2017 IROCK TC-20 Crusher	2017 IROCK	10044400	
547 - JLG 943 Forklift (Skytrack)	JLG 943 Forklift	010070021	
548 - Kubota Excavator KX033	Kubota Excavator KX033	11820	
549 - Kubota Compact Track Loader	Kubota SVL97-2HFC	KBCZ064CVM1J65381	
550-2015 Chevrolet Silverado	Chevrolet Silverado	1GCVKPEC3FZ289553	PVV0973
551-2015 Chevrolet Silverado	Chevrolet Silverado	1GCVKPEC3FZ348835	PVV0974
552 - Sakai SV505D Compactor Roller	Sakai SV505D	VSV16-50593	
553 - 2017 CAT 623K Scraper	Caterpillar 623K	0WTB00223	Stock No.C79161
554 - 1998 CAT 143H Motor Grader	1998 CAT 143H	1AL00505	Machine ID 1AL0505T
555 - 2022 GMC Sierra 3500HD	2022 GMC Sierra 3500HD	1GT49TEY6NF248684	RLH9406
556 - 2022 Chevrolet Silverado 3500 HD	2022 Chevrolet Silverado	1GC4YTEY6NF255752	RPT-2685
557 - 2022 GMC Sierra 3500HD	2022 GMC Sierra	1GT49TEY6NF218990	RPT-2684
558 - 2011 Western Star Truck	2011 Western Star	5KJJAEDR1BPPD5863	1N08690
559 - 2022 CPS Belly Dump Trailer	2022 CPS	5MC424019N3212428	187C520
560 - 2023 CPS Belly Dump Trailer	2023 CPS	5MC424012P3213357	187C521
561 - 2023 CPS Belly Dump Trailer	2023 CPS	5MC424012P3213360	187C522
562 - 2023 CPS Belly Dump Trailer	2023 CPS	5MC424014P3213361	187C523
563 - 2023 CPS Belly Dump Trailer	2023 CPS	5MC424018P3213363	187C524
564 - Case 570 LXT Front End Loader	CASE 570 LXT	JJ60225631	
565 - 2021 Chevrolet Silverado 3500HD	2021 Chevrolet Silverado	1GC4YTEYXMF200123	RXG7053
566 - 2016 CAT 966M Loader	2016 Caterpillar	KJP01641	Stock #A2809
567 - John Deere 310G Backhoe	John Deere 310G	938497	
568 - 2014 Kobelco SK350 Excavator	2014 Kobelco	YC13-13005	
569 - 2017 Ford F250	2017 Ford F-250	1FTX2BT4HEC53589	
570 - Landa HW Pressure Washer	Landa HW Pressure Washer	PDHW5-35624E	
571 - Sakai SV414 Roller 66"	Sakai SV414	3SV59-60104	
572 - 2020 Ledwell Water Truck 4000	2019 Ledwell 4000WT	1FVHCYFE9LHLJ1156	SMH7807
573 - Big Tex 16TL-22 Tilt Trailer	Big Tex	16V1C2723P2268803	498 217M
574 - Big Tex 16TL-22 Tilt Trailer	Big Tex	16V1C2726P2260792	498165M
575 - 2014 Freightliner Truck	2014 Freightliner	3AKJGEDV4ESFP1547	1M8215
576 - 2014 Freightliner Truck	2014 Freightliner	3AKJGEDV6ESFP1548	1M28214
577 - CAT 120G Motor Grader	CAT 120G Motor Grader	87V08060	
578 - Kubota Compact Track Loader	Kubota SVL97-2HFC	73652	
579 - 2015 John Deere 310L Backhoe Loader	2015 John Deere 310L	1T0310ELJFG285389	
580 - 1997 CAT Vibratory Compactor	1997 CAT CP-563C	5JN00489	
582 - 2019 Ford F-250 Pickup	2019 Ford F-250 Pickup	1FT7W2B66KEG54646	
583 - 2018 Chevrolet Silverado Pickup	Chevrolet	3GCUKNEC3JG189591	KBW8927
584 - 2023 CPS Bottom Dump Trailer	CPS Bottom Dump LTWT	5MC424014P3213344	74655Y
585 - 2019 Bomag Trench Roller	Bomag BMP8500 Trench Compactor	101720141144	Stock #C101623
586 - 2008 CAT 938G Wheel Loader	2008 CAT 938G	CAT0938GVCRD02582	
587 - 2008 CAT 140M Motor Grader	2008 CAT 140M	CAT0140MAB9D00216	
588 - 2002 Peterbilt Water Truck	2002 Peterbilt	1NPFRLR9X02D573894	
589 - 2017 Ford F250 XL	2017 Ford	1FT7X2B67HEF39818	
590 - 2014 Freightliner Truck	2014 Freightliner	3AKJGEDV0ESFP1562	1M28221
591 - 2014 Freightliner Truck	2014 Freightliner	3AKJGEDV8ESFP1549	1M28220
592 - 2014 Freightliner Truck	2014 Freightliner Truck	3AKJGEDV0ESFP1545	1M2 8224
593 - 2023 Ford F350 SD Pickup	2023 Ford F-350	1FT8W3BT6PEC99582	TCG8622
594 - 2013 Freightliner M2 Truck	2013 Freightliner M2	1FUBC4CY7DHBY1268	TDK1736
595 - 2014 Wirtgen Soil Recycler	2014 Wirtgen	03WR0528	TKR14006
596 - 2013 Ford F-150 Pickup	2013 Ford F-150	1FTMF1CM5DKF05918	WKC0140
597 - 2001 Chevrolet Suburban	2001 Chevrolet Suburban	3GNEC16T11G116980	
598 - 2023 Kubota SVL97 Skid Steer	2023 Kubota SVL97 Skid Steer	KBCZ064CCP1G78409	Bucket 2076247 AP-HD80LLC
599 - 2014 CAT 336E Excavator	2014 CAT 336E	CAT0336ECFJH01621	
600 - 2012 CPS Belly Dump Trailer	2012 CPS Belly Dump	5MC114027CP013544	220B265
601 - 2014 Freightliner Truck	2014 Freightliner	3AKJGEDV4ESFP1550	1M28229
602 - 2019 JD 310L EP Backhoe	2019 John Deere 310L EP	1T0310ELLKG357093	
603 - 2014 Ford F250 Pickup	Ford F250	1FTBF2B69EEA54749	
604 - 2013 Ford F-150 Pickup	Ford F-150	1FTMF1CM9DKF05923	1146181
605 - 1997 Mack Dump Truck	Mack 1997 CH612 Dump Truck	1M1AA07Y7WW013301	
606 - 2005 Chevrolet Astro Van	2005 Chevrolet Astro Van	1GNDM19X55B117281	
607 - 2019 Chevrolet Silverado HD	2019 Chevrolet Silverado HD	2GC2KREG1K1192369	
608 - 2014 Ford F-150 Pickup	2014 Ford F-150	1FTMF1CM8EKE41004	

Current/Previous Major Projects – Raydon, Inc

Name	Address	General	Amount	Scope of Work
AYSA Flat Fields	Abilene, TX	Collier	\$1,042,227.00	Utilities/Paving-Current
Tributes at Double Eagle	Abilene, TX	Stockard Investments	\$597,305.00	Site Work-Pending
Sweetwater ISD CTE/Gym/Tennis	Sweetwater, TX	Teinert	\$621,191.00	Site Work-Current
TSTC CCAP	Abilene, TX	Imperial	\$1,144,234.00	Site Work/Utilities-Current
Graham ISD Band Hall	Graham, TX	Teinert	\$172,832.00	Site Work/Utilities-Current
Braum's	Abilene, TX	Advance Electric	\$1,056,810.43	Site Work/Utilities-Current
S5 Street Resurfacing	Abilene, TX	City of Abilene	\$4,370,641.84	Paving-Current
Frontier Texas	Abilene, TX	Crowe	\$89,652.00	Site Work-Current
Carriage Hills, 4B	Abilene, TX	Jacob & Martin	\$2,497,462.14	Site Work-Current
Ranger Plant	Abilene, TX	Collier	\$312,669.91	Site Work/Utilities-Current
Summit View Estates	Abilene, TX	Adam Zapletal	\$1,048,559.63	Site Work/Utilities-Current
Heritage at Abilene	Abilene, TX	The MCP Group	\$172,317.00	Utilities-2024
Abilene Food Bank	Abilene, TX	Crowe	\$319,620.00	Site Work-Current
Beltway Service Center	Abilene, TX	Southwind Group	\$260,271.00	Site Work-Current
Parking Additions	Tuscola, TX	Jim Ned ISD	\$242,755.00	Site Work-2024
Arrow Ford	Abilene, TX	Harris Acoustics	\$948,729.14	Site Work-Current
Gebo's	Abilene, TX	Teinert	\$849,725.00	Site Work-Current
Wynrush & Rio Mesa Alley Resurfacing	Abilene, TX	City of Abilene	\$245,759.64	Paving-2023
Street Improvements	Albany, TX	City of Albany	\$319,791.55	Paving-2023
Heritage Parks, Sect 13	Abilene, TX	Jacob & Martin	\$824,075.00	Site Work-Current
Clear Fork Bank	Mineral Wells, TX	Teinert	\$519,120.00	Site Work/Utilities-Current
Paving Phase 1	Breckenridge, TX	City of Breckenridge	\$1,090,512.00	Paving-2023
Pet Adoption Resource Center	Abilene, TX	Teinert	\$158,696.00	Site Work-Current
Southeastern Freight	Abilene, TX	Schwob	\$3,028,099.07	Site Work/Utilities-2024
Street Rehab Petite, N Reynolds, Richards	Throckmorton, TX	City of Throckmorton	\$105,027.00	Paving-2024
CEFCO #2089	Abilene, TX	EBCO	\$3,369,506.00	Site Work/Utilities-2023
S9C Street Resurfacing	Abilene, TX	City of Abilene	\$1,640,456.00	Paving-2023
AEP Service Center	Cisco, TX	Crowe	\$129,640.00	Site Work-2023

Bridgestone Bandag	Abilene, TX	Evans	\$3,131,201.00	Site Work/Utilities-2024
Throckmorton ISD New School	Throckmorton, TX	Gallagher	\$2,438,960.00	Site Work/Utilities-Current
Forrest Meadows	Abilene, TX	Jacob & Martin	\$1,361,708.00	Site Work-Current
Kingwood Estates	Clyde, TX	Jacob & Martin	\$527,289.69	Site Work-2023
New Hope Church	Abilene, TX	New Hope Church	\$234,904.00	Paving-2022
AISD Indoor Turf Facility	Abilene, TX	Teinert	\$532,819.00	Site Work/Utilities-2023
Carriage Hills, Sect 4	Abilene, TX	Jacob & Martin	\$658,865.07	Site Work-2023
Shearer Supply	Abilene, TX	Harris Acoustics	\$279,631.85	Site Work-2023
Fisher Co Hospital New Clinic	Rotan, TX	Teinert	\$479,143.00	Site Work/Utilities-2023
AEP Telecom Office	Abilene, TX	AEP	\$252,356.00	Paving-2023
Hamlin ISD Parking	Hamlin, TX	Jacob & Martin	\$378,881.39	Paving-2022
FBC City Lights/GLO	Abilene, TX	Crowe	\$239,935.00	Site Work-2023
Home2 Suites	Abilene, TX	EBCO	\$475,264.00	Site Work/Utilities-2024
TownePlace Suites	Abilene, TX	EBCO	\$421,394.00	Site Work/Utilities-2023
Bowie's	Tuscola, TX	Allen Construction	\$408,359.00	Paving-2023
Oak Point Estates	Abilene, TX	Dan Nasser	\$112,848.00	Site Work-2022
Oldham Oaks, Sect 2	Abilene, TX	Jacob & Martin	\$531,873.00	Site Work-Current
Lumber Liquidators	Abilene, TX	ACI	\$103,358.00	Paving-2022
Sentinel Dr Paving	Abilene, TX	McMurry University	\$113,599.00	Paving-2022
Heritage Parks, Sect 12	Abilene, TX	Jacob & Martin	\$1,025,842.06	Site Work-2023
HSU Batting Cages	Abilene, TX	Crowe	\$77,083.00	Site Work-2023
Warren Cat	Abilene, TX	FEHRS	\$617,409.08	Utilities-2023
Warren Ranch Paving	Brownwood, TX	FEHRS	\$1,060,624.69	Paving-2023
Wesley Court Addition	Abilene, TX	ER PropCo WC	\$535,925.69	Site Work/Utilities-2023
Allsup's	San Angelo, TX	MSCS	\$339,729.00	Utilities-2022
HSU Abilene Hall	Abilene, TX	Crowe	\$56,718.00	Site Work-2023
Hagan Subdivision	Clyde, TX	One Shot	\$607,180.00	Site Work-2023
ACU SERC	Abilene, TX	Linbeck	\$471,149.00	Site Work-2023
Allsup's	Colorado City, TX	MSCS	\$490,963.00	Site/Utilities-2022

Throckmorton CISD Ag Building	Throckmorton, TX	Gallagher	\$197,339.00	Site Work-2022
Allsup's	Breckenridge, TX	MSCS	\$273,535.20	Site Work/Utilities-2022
ACU New Hall 2	Abilene, TX	Core	\$584,953.00	Site Work -2023
Bowie St.	Eastland, TX	Eastland EDC	\$353,670.00	Site Work/Utilities-2021
Heritage Park, Sect 11	Abilene, TX	Jacob & Martin	\$565,237.00	Site Work/Utilities-2022
Baird Washateria	Baird, TX	Jack-Bilt	\$170,921.00	Site Work-2022
Jim Ned CISD Multisport Complex	Tuscola, TX	Collier	\$296,749.00	Site Work-2022
Elm Creek Phase 3	Abilene, TX	ECW Development	\$1,387,860.50	Site Work -2022
Benjamin ISD	Benjamin, TX	Eaton Construction	\$164,203.00	Site Work-2022
The Lofts at Allen Ridge	Abilene, TX	NE Construction	\$584,683.00	Site Work-2023
TLCA Campus Paving	Abilene, TX	TLCA	\$219,096.00	Paving-2021
Mister Carwash	Abilene, TX	Teinert	\$112,300.00	Site Work-2021
TSU Neebo Food Truck	Stephenville, TX	Harendt	\$123,663.00	Paving-2021
Cimarron Meadows	Abilene, TX	Jacob & Martin	\$738,178.00	Site Work -2021
HSU Moody	Abilene, TX	Crowe	\$101,584.00	Site Work-2023
ACU Moody Coliseum	Abilene, TX	Hoar	\$1,096,064.00	Site Work/Utilities-2022
PK Ambulance Station	Graford, TX	Teinert	\$132,599.00	Site Work-2021
S10, S17 Rehab	Abilene, TX	City of Abilene	\$1,725,159.31	Paving-2021
N3, N5, N8, N14 Rehab	Abilene, TX	City of Abilene	\$1,271,253.07	Paving-2021
Irion Co. ISD Gym	Mertzson, TX	WB Kibler	\$586,628.00	Site Work-2022
Coleman Co. State Bank	Abilene, TX	Collier	\$108,017.65	Site Work-2021
Abilene Regional Airport Aircraft Rescue & FF Station	Abilene, TX	Collier	\$190,209.00	Site Work-2022
Mitchell Co. Hospital	Colorado City, TX	Teinert	\$518,786.50	Site Work -2022
Wylie Intermediate School	Abilene, TX	WB Kibler	\$1,179,598.00	Site Work -2022
Broadwind Towers	Abilene, TX	Harris Acoustics	\$60,353.00	Site Work-2020
Fire Training Facility	Abilene, TX	Crowe	\$85,587.00	Site Work-2022
Petey's RV	Graford, TX	Jordan-Anderson	\$314,348.50	Site Work-2022
Clyde Travel Center	Clyde, TX	MAC Construction	\$700,000.00	Site Work-2021
Advanced Eye Care	Abilene, TX	Faulkner	\$63,318.00	Site Work-2021
Water Ridge Estates	Graford, TX	Barndo	\$494,830.00	Site Work-2021

N3rd & Briarwood Alley	Abilene, TX	City of Abilene	\$84,838.28	Paving-2020
HSU Student Housing Phase II	Abilene, TX	Crowe Group	\$602,391.00	Site Work-2022
ACU New Residence Hall	Abilene, TX	CORE Construction	\$304,682.00	Site Work-2021
Floyd 6 Guest House	Albany, TX	Jeff Luther	\$104,223.00	Site Work-2020
The LIFT Center	Abilene, TX	Sedalco	\$299,068.00	Paving- 2021
HS & Intermediate School	Clyde, TX	Clyde ISD	\$115,444.00	Paving- 2020
Dyess Elementary	Abilene, TX	Collier	\$1,361,211.00	Site Work-2022
Irion Co. Fire Facility	Mertzon, TX	WB Kibler	\$137,044.00	Site Work-2020
N10 & N3 Street Rehab	Abilene, TX	City of Abilene	\$1,618,441.00	Paving- 2020
Panera Bread	Abilene, TX	Crowe	\$113,956.00	Site Work- 2020
WTRC Hospice	San Angelo, TX	RHS	\$221,211.00	Site Work- 2021
Abilene ISD MS Weight Rooms	Abilene, TX	Crowe	\$92,693.00	Site Work- 2020
Taylor Elementary	Abilene, TX	Sedalco	\$154,637.00	Paving- 2020
Abilene Zoo-Madagascar	Abilene, TX	Faulkner Construction	\$90,309.00	Site Work- 2021
Resource Care	Cross Plains, TX	Collier	\$52,247.00	Site Work- 2020
Super Suds Carwash	Abilene, TX	Teinert	\$74,738.00	Site Work- 2020
McCoy's Building Supply	Abilene, TX	McCoy's Building Supply	\$81,866.25	Site Work- 2019
Cordova Place	Abilene, TX	BR Forest Enterprises	\$340,987.00	Site Work- 2020
Day Nursery	Abilene, TX	Collier	\$64,888.00	Site Work- 2019
Urgent Care Clinic	Abilene, TX	Southwind Group	\$133,304.47	Site Work- 2020
Eastland Clinic	Eastland, TX	Trinity Hughes	\$175,797.00	Site/Utilities- 2020
Austin Elementary	Abilene, TX	Crowe Group	\$1,086,953.00	Site Work- 2020
Haskell Elementary	Haskell, TX	WB Kibler	\$173,131.00	Site Work- 2020
Lake Worth ISD	Lake Worth, TX	Carter	\$64,147.00	Site Work- 2019
Lampasas ISD	Lampasas, TX	Carter	\$69,725.00	Site Work- 2019
Golden Chick	Abilene, TX	Harris Acoustics	\$67,633.98	Site Work- 2019
Hendrick Home For Children	Abilene, TX	Teinert Construction	\$490,351.00	Site Work- 2021
Taco Casa	Abilene, TX	Rifcon	\$59,588.00	Site Work- 2019
First National Bank	Abilene, TX	Scott Olson Homes	\$114,947.00	Site Work- 2020

Jim Ned HS-Baseball	Tuscola, TX	Jim Ned ISD	\$63,000.00	Paving- 2019
Haskell ISD	Haskell, TX	WB Kibler	\$751,314.00	Site Work-2020
BWJ New Offices	Abilene, TX	RHS Construction	\$281,842.34	Site Work- 2019
Hendrick Dialysis	Abilene, TX	Collier Construction	\$164,025.00	Site Work- 2019
Goodfellow AFB	San Angelo, TX	Milcon	\$466,273.57	Paving- 2019
Weatherford ISD	Weatherford, TX	Carter Construction	\$672,111.00	Site Work- 2019
Elmcreek Phase II	Abilene, TX	Miller Custom Homes	\$810,205.00	Site Work- 2020
ABC Supply	Abilene, TX	ABC Supply	\$118,620.00	Site Work- 2019
Disability Resources Site Package (Homes)	Abilene, TX	Crowe Group	\$170,182.00	Site Work- 2020
Fuel Masters	Abilene, TX	Southwind Group	\$94,098.00	Site Work- 2019
Disability Resources Site Package (Roads)	Abilene, TX	Disability Resources	\$493,668.15	Site Work- 2020
The Village at Cisco	Cisco, TX	Sechrest	\$143,270.00	Paving- 2019
HSU Houston-Lantrip	Abilene, TX	Crowe Group	\$368,945.00	Site Work- 2019
Home2 by Hilton	Abilene, TX	EBCO	\$203,086.47	Site Work- 2019
Vision of Hope	Abilene, TX	Ben Richey Boys Ranch	\$258,545.00	Site Work- 2019
Pet Supply Plus	Weatherford, TX	Harris Acoustics	\$115,326.00	Site Work- 2019
Wylie Junior High	Abilene, TX	WB Kibler	\$1,556,898.48	Site Work- 2019
Paving Improvements	Baird, TX	Hanner	\$127,126.00	Site Work- 2018
Orange Theory Fitness	Abilene, TX	Teinert Const	\$131,810.00	Site Work- 2018
HSU Student Housing	Abilene, TX	Imperial Const	\$489,354.00	Site Work- 2018
Wylie East Elementary	Abilene, TX	WB Kibler Const	\$2,307,162.55	Site Work- 2019
Street Rehab	Breckenridge, TX	City of Breckenridge	\$3,650,059.85	Paving/Utilities-2019
Lyndale Memory Care	Abilene, TX	CGI Const	\$170,568.00	Utilities- 2017
The Tributes at Double Eagle Subdivision	Abilene, TX	Perry Stockard	\$96,588.00	Site- 2018
HSU Fitness Center	Abilene, TX	Crowe Group	\$138,557.00	Site Work- 2018
Profrac	Cisco, TX	City of Cisco	\$527,300.00	Site/Utilities- 2018
City of Cisco	Cisco, TX	Hibbs & Todd	\$517,192.00	Site/Utilities- 2018
Resource Care	Breckenridge, TX	Teinert Const	\$112,027.00	Site Work- 2018
Hendrick Surgery Center	Brownwood, TX	Erdman Const	\$90,457.00	Site Work- 2017

Weatherford ISD	Weatherford, TX	Carter Const	\$393,000.00	Site Work- 2017
Abilene Village	Abilene, TX	CR Crawford	\$357,965.00	Site/Asphalt- 2017
TSTC	Abilene, TX	Imperial Const	\$420,663.00	Site Work- 2018
Albany Street Repairs	Albany, TX	Raydon, Inc	\$68,533.00	Site/Utilities- 2017
City of Rotan	Rotan, TX	Jacob & Martin	\$233,920.00	Utilities- 2017
Elmcreek Subdivision	Abilene, TX	Starks Const	\$447,000.00	Site- 2017
Street Repairs	Breckenridge, TX	City of Breckenridge	\$578,551.00	Site- 2017
Street Repairs	Baird, TX	City of Baird	\$68,500.00	Utilities- 2017
Community Foundation	Abilene, TX	Faulkner Construction	\$117,504.50	Site Work-2018
Jim Ned Middle School	Tuscola, TX	Jim Ned ISD	\$367,608.77	Paving- 2017
Trinity Park	Fort Worth, TX	City of Fort Worth	\$425,181.00	Rec & Parks- 2019
City of Breckenridge	Breckenridge, TX	Hibbs & Todd	\$542,572.05	Site Work- 2017
Rentech-Frontier Paving Improvements	Abilene, TX	CS Adventures	\$300,000.00	Site Work- 2017
Oldham Lane Church	Abilene, TX	Collier Construction	\$686,258.00	Site Work- 2018
Abilene Zoo	Abilene, TX	Crowe Group	\$287,876.41	Site Work- 2018
Fire Maintenance Facility	Abilene, TX	Hasen Construction	\$134,856.00	Site Work- 2017 Utilities
Seymour ISD Auditorium	Seymour, TX	M&F Litteken	\$254,924.00	Site Work- 2018
Parking Lot	Breckenridge, TX	Woodland Village Apts	\$148,000.00	Asphalt- 2017
City of Lake Worth	Lake Worth, TX	Kimley Horn	\$172,000.00	Rec & Parks- 2017
Clyde Jr High	Clyde, TX	Gallagher Const	\$378,134.00	Site Work- 2017 Utilities
Colorado City ISD	Colorado City, TX	Compass Builders	\$824,789.20	Site Work- 2017
Broadwind- Tower Tech	Abilene, TX	Harris Acoustics	\$215,000.00	Site Work- 2017
Hanner RV Supercenter	Baird, TX	Hanner	\$370,142.00	Site Work- 2017
Baird ISD	Baird, TX	Gallagher Const	\$88,366.00	Site Work - 2016
ACU Football Stadium	Abilene, TX	Hoar Construction	\$837,601.00	Site Work - 2017
Stanley Ford	Abilene, TX	Pharr Construction	\$805,664.00	Site Work - 2017
Hendrick Hospice	Abilene, TX	Imperial Construction	\$518,158.00	Site Work - 2016
Texas Tech HSC	Abilene, TX	Imperial Construction	\$305,000.00	Site Work - 2016
Abilene Walmart	Abilene, TX	MW Builders	\$999,401.00	Site Work - 2016 Utilities

Bonham Elementary	Abilene, TX	Crowe Group	\$952,301.00	Site Work - 2016
Bowie Elementary	Abilene, TX	Crowe Group	\$666,414.37	Site Work - 2015
New Facility	Abilene, TX	BWJ	\$2,139,741.00	New Construction - 2015
Southlake Estates	Abilene, TX	McLeod Property Development	\$385,570.00	Site Work - 2016
Maddux Road Parker County	Mineral Wells, TX	Parker County	\$998,581.70	Site Work - 2015
Breckenridge WWTP	Breckenridge, TX	Pepper Lawson	\$1,000,341.56	Site Work - 2015
Hamby WWTP	Abilene, TX	Pepper Lawson	\$4,346,889.00	Site Work - 2015
Hendrick Medical Plaza	Abilene, TX	Imperial Construction	\$368,722.00	Site Work - 2015
Eastland Municipal Airport	Eastland, TX	TXDOT Aviation Division	\$1,086,676.00	Site Work - 2015
Hardin Simmons Tennis Facility	Abilene, TX	Crowe	\$198,930.00	Site Work - 2015
New Hangar/ New Paint Facility	Breckenridge, TX	Ezell Aviation	\$1,095,187.99	New Construction - 2014
Wylie Kindergarten	Abilene, TX	Crowe Group	\$537,180.00	Site Work - 2014
Breckenridge Walmart	Breckenridge, TX	Crossland Const	\$686,390.00	Site Work - 2014
Stamford Walmart	Stamford, TX	Crossland Const	\$545,000.00	Site Work - 2014
Street Improvements	Merkel, TX	Jacob & Martin	\$1,135,110.00	Site Work - 2012
ACU Student Center	Abilene, TX	Hoar Construction	\$369,065.00	Site Work - 2012
School of Nursing	Abilene, TX	Hoar Construction	\$620,136.00	Site Work - 2012
Abilene Bone & Joint	Abilene, TX	Crowe Group	\$530,872.00	Site Work - 2013
City Park Improvements	Albany, TX	City of Albany	\$654,895.24	Site Work - 2012
Sam's Club 8226-7	Abilene, TX	S & P Construction	\$1,750,000.00	Site Work - 2013
Gardendale LMP	Gardendale, TX	Lyness Construction	\$760,760.00	Site Work - 2012
Haskell ISD Additions	Haskell, TX	W.B. Kibler	\$176,458.00	Site Work - 2011
McMurry University Stadium Addition	Abilene, TX	Raydon, Inc.	\$1,099,135.00	Site Work - 2012

References:

Jeff Luther Construction
Teinert Construction

Contact: Don Mark Nickson
Contact: JD Coffee

(325) 676-8294
(325) 704-1211

The Crowe Group
Hoar Construction
Jacob & Martin
City of Abilene
City of Abilene
EHT

Contact: Jed Crowe	(325) 676-0132
Contact: Sean Cagle	(512) 439-5069
Contact: Ken Martin	(325) 695-1070
Contact: Scott Chandler	(325) 676-6282
Contact: George Votaw	(325) 627-5158
Contact: Sage Diller	(325) 698-5560

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.**

N/A

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.**

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.**

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

5/2/2024 _____

Date

Debarment / Suspension Certification

I, Seth Shortes, hereby certify that I have checked on the federal
(Authorized Representative of Recipient)
 System for Award Management (www.sam.gov) website and determined that
Raydon, Inc. is not shown as an “excluded party” that is debarred,
(Name of entity)
 suspended or otherwise excluded from or ineligible for participation in federal assistance
 programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for
 additional information on the federal governmentwide debarment and suspension system for
 nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state
 laws relating to filing false statements and other relevant statutes.


 Signature

5/2/2024
 Date

Vice President
 Title

Raydon, Inc.
 Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an “excluded party” that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an “excluded party” prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.

Bid Bond

Surety Department

KNOW ALL MEN BY THESE PRESENTS,

That we, Raydon, Inc., as Principal, hereinafter called the Principal, and the Swiss Re Corporate Solutions Premier Insurance Corporation, a Corporation created and existing under the laws of the State of Missouri, whose principal office is in Kansas City, MO, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Breckenridge, Texas, as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of the Greatest Amount Bid (\$-----5%-----), for the payment of which sum, well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid for

**2022 Texas Community Development Block Grant Program TX CDBG No.: CDM22-0020,
Downtown Revitalization Program Sidewalk Improvements**

NOW THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of May, 2024.

Attest:

Raydon, Inc.
(Principal)

By: Mary Snow Fuller

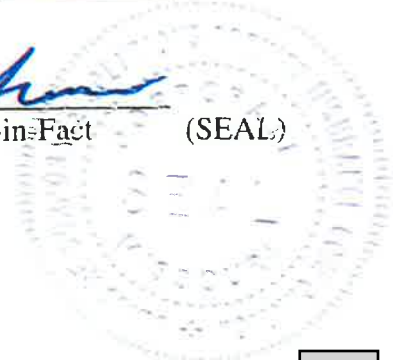
By: [Signature] (SEAL)

Witness:

Swiss Re Corporate Solutions
Premier Insurance Corporation

Abby Jones

By: [Signature]
Kevin J. Dunn, Attorney-in-Fact (SEAL)



SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, ROBERTA H. ERB,

and DOUGLASS A. REED

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE- MILLION (\$125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation: and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

[Signature of Erik Janssens]

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 6TH day of MARCH, 20 24

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 6TH day of MARCH, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature of Christina Manisco]

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 2nd day of May, 20 24.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

CITY OF BRECKENRIDGE
TEXAS

PROJECT MANUAL

FOR

2022 TEXAS COMMUNITY DEVELOPMENT
BLOCK GRANT PROGRAM
TX CDBG NO.: CDM22-0020

DOWNTOWN REVITALIZATION PROGRAM
SIDEWALK IMPROVEMENTS

APRIL 2024



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Abilene | Lubbock | Granbury • PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 10011900

CITY OF BRECKENRIDGE
TEXAS

PROJECT MANUAL

FOR

2022 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM

TX CDBG CONTRACT NO.: CDM22-0020

DOWNTOWN REVITALIZATION PROGRAM
SIDEWALK IMPROVEMENTS

APRIL 2024



4/11/2024

Sage Diller



Enprotec | Hibbs & Todd

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Invitation for Bids

The City of Breckenridge will receive bids for the 2022 TxCDBG No. CDM22-0020 Downtown Revitalization Program Sidewalk Improvements project until **11:00 a.m.** on **Thursday, May 2, 2024** at the Breckenridge City Hall, located at 105 N. Rose Avenue, Breckenridge, Texas 76424, at which time the Bids received will be publically opened and read aloud.

Bids are invited for several items and quantities of work as follows: ADA Sidewalk improvements to include approximately 850 SY of concrete sidewalk. Additional improvements include site demolition, handicap ramps, utility relocation, striping and other miscellaneous items.

The Bidding Documents, including Drawings and Technical Specifications may be obtained from Civcast at www.civcastusa.com. Prospective Bidders may examine the Bidding Documents, Drawings and Technical Specifications at the Engineer's Office on Monday through Thursday between the hours of 7:30 a.m. and 5:30 p.m., and the City of Breckenridge's office, on Mondays through Fridays between the hours of 8:00 a.m. and 5:00 p.m.

A bid bond in the amount of 5 percent of the bid issued by an acceptable surety shall be submitted with each bid [for those contracts that exceed \$100,000]. A certified check or bank draft payable to the City of Breckenridge or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.

Attention is called to the fact that not less than, the federally determined prevailing (Davis-Bacon and Related Acts) wage rate, as issued by the Texas Department of Agriculture Office of Rural Affairs and contained in the contract documents, must be paid on this project. In addition, the successful bidder must ensure that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin.

The City of Breckenridge reserves the right to reject any or all bids or to waive any informalities in the bidding.

Bids may be held by City of Breckenridge for a period not to exceed 60 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidder's qualifications prior to the contract award.

All contractors/subcontractors who's System for Award Management ([SAM.gov](https://www.sam.gov)) registration is not active or that are debarred, suspended or otherwise excluded from or ineligible for participation on federal assistance programs may not undertake any activity in part or in full under this project

City of Breckenridge
Cynthia Northrop, City Manager
April 17, 2024

INSTRUCTION TO BIDDERS FOR CONSTRUCTION

1. Use of Separate Bid Forms

These contract documents include a complete set of bid and contract forms which are for the convenience of the bidders and are not to be detached from the contract document, completed or executed.

2. Interpretations or Addenda

No oral interpretations will be made to any bidder. Each request for clarification shall be made in writing to the Grant Recipient or engineer no less than seven (7) days prior to the bid opening. Each interpretation made will be in the form of an Addendum to the contract documents and will be distributed to all parties holding contract documents no less than seven (7) days prior to the bid opening. It is, however, the bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the contract documents and all bidders shall be bound by such addenda, whether or not received by the bidders.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week). If adequate time is not available, the bid opening date must be extended and the Grant Recipient must republish the invitation for bids containing the place, time, and date for the new bid opening. Note that any change to the original bid opening date will require republication of the invitation for bids at least once in a locally published newspaper. The republished notice will include the place, time and date for the new bid opening and must be published at least seven days prior to the new bid opening date.

3. Inspection of Site

Each bidder should visit the site of the proposed work and should become acquainted with the existing conditions and facilities, the difficulties and restrictions pertaining to the performance of the contract. The bidder should thoroughly examine and become familiar with the drawings, technical specifications and all other contract documents. The contractor by the execution of the contract shall in no way be relieved of any obligation under it due to failure to receive or examine any form or legal document or to visit the site or the conditions existing at the site. The City will be justified in rejecting any claim based on lack of inspection of the site prior to the bid.

4. Alternate bid items

No alternate bids or bid items will be considered unless they are specifically requested by the technical specifications.

5. Bids

- a. All bids must be submitted on the forms provided and are subject to all requirements of the Contract Documents, including the Drawings.

- b. All bids must be regular in every respect and no interlineation, excisions or special conditions may be made or included by the bidder.
- c. Bid documents, including but not limited to the bid, the bid bond(s), the contractor's certifications, local opportunity plan, and the statement of the bidder's qualifications, shall be sealed in an envelope and clearly labeled with the words "Bid Documents", the project number, name of bidder and the date and time of bid opening.
- d. The City may consider as irregular any bid on which there is an alteration of or departure from the bid form and, at its option, may reject any irregular bid.
- e. If a contract is awarded, it will be awarded to a responsible bidder on the basis of the lowest/best bid and the selected alternate bid items, if any. The contract will require the completion of the work in accordance with the contract documents.

6. Bid Modifications Prior to Bid Opening

- a. Any bidder may modify its bid by submitting a modification or supplemental bid at any time prior to the scheduled closing time for receipt of bids, provided such modification or supplemental bid is received by the locality prior to the closing time. The modification or supplemental bid should not reveal the original bid price but should provide the addition, subtractions or other modifications to the original bid so that the final prices or terms will not be known by the locality until the sealed bid is open.

7. Bid Bond

- a. A bid bond in the amount of 5% of the bid issued by an acceptable surety shall be submitted with each bid [for contracts greater than \$100,000.]. A certified check or bank draft payable to the locality or negotiable U.S. Government Bonds (as par value) may be submitted in lieu of the Bid Bond.
- b. The bid bond or its comparable, will be returned to the bidder as soon as practical after the opening of the bids.

8. Statement of Bidders Qualifications

Each bidder shall submit on the form furnished for that purpose a statement of the bidder's qualifications. The Grant Recipient shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform its obligations under the contract, and the bidder shall furnish the Grant Recipient all such information and data for this purpose as it may request. The right is reserved to reject any bid where an investigation of the available data does not satisfy the Grant Recipient that the bidder is qualified to carry out properly the terms of the contract.

9. Unit Price

The unit price for each of the several items in the bid shall include its pro rata share of overhead so that the sum of the products obtained by multiplying the quantity shown for each item by the unit price bid represents the total bid. Any bid not conforming to this requirement may be rejected as informal. Special attention is drawn to this condition, as the unit prices will be used to determine the total bid price and the amount of any change orders resulting from an increase or decrease in quantities.

10. Corrections:

Erasures or other corrections in the bid must be noted over the signature of the bidder.

11. Time for Receiving Bids

Bids received prior to the advertised hour of opening shall be kept securely sealed. The officer appointed to open the bids shall decide when the specified time has arrived and no bid received thereafter will be considered; except that when a bid arrives by mail after the time fixed for opening, but before the reading of all other bids is completed, and it is shown to the satisfaction of the Grant Recipient that the late arrival of the bid was solely due to delay in the mail for which the bidder was not responsible, such bid will be received and considered.

12. Opening of Bids

The City shall, at the time and place fixed for the opening of bids, open each bid and publicly read it aloud, irrespective of any irregularities therein. Bidders and other interested individuals may be present.

13. Withdrawal of Bids

Bidder may withdraw the bid before the time fixed for the opening of bids, by communicating its purpose in writing to the Grant Recipient. Upon receipt of such notice, the unopened bid will be returned to the bidder. The bid guaranty of any bidder withdrawing his bid will be returned promptly.

14. Award of Contract/Rejection of Bids

- a. The contract will be awarded to the responsive, responsible Bidder submitting the lowest/best bid. The bidder selected will be notified at the earliest possible date. The locality reserves the right to reject any or all bids and to waive any informality in bids received where such rejection or waiver is in its interest.
- b. The Grant Recipient reserves the right to consider as unqualified to do the work any bidder who does not habitually perform with his own forces the major portions of the work involved in construction of the improvements embraced in this contract.
- c. **Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Effective January 1, 2016, pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the Owner may not award the contract to a bidder unless the bidder has provided to the Owner a completed, signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed and provided to the Owner. The TEC Form 1295 may accompany the bid or may be submitted separately, but must be provided to the Owner prior to the award of the contract. For purposes of completing the TEC Form 1295, the entity's name is the City of Breckenridge; the contract ID number is 8699 (Engineers Project No.); and the description of goods and services is Downtown Revitalization Program Sidewalk Improvements. Neither the Owner nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake**

responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295.

15. Execution of Agreement/Performance and Payment Bonds

- a. Performance Bonds - Requires all prime contractors which enter into a formal contract in excess of \$100,000 with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to obtain a Performance Bond in the amount of the contract before commencing with work
- b. Payment Bonds- Requires all prime contractors which enter into a formal contract with the State, a county, or a municipality; a department, board, or agency of the state, a county, or a municipality; and a school district or a subdivision thereof, to furnish to the governmental entity a payment bond in the amount of the contract. The payment bond must be filed within 30 days from the date of the Notice of Award:
 - o Municipalities: If the contract is in excess of \$50,000, a payment bond is required.
 - o Counties: If the contract is in excess of \$25,000, a payment bond is required.
- c. The failure of the successful bidder to execute the agreement and supply the required bonds within thirty (30) days from the date of the notice of award-or within such extended period as the locality may grant, shall constitute a default and the locality may, at its option, either award the contract to the next lowest responsible bidder, or re-advertise for bids. In either case, the locality may charge against the bidder the difference between the amount of the bid, and the amount for which a contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the locality for a refund.

16. Wages and Salaries

Attention is particularly called to the requirement of paying not less than the prevailing Davis Bacon Related Acts (DBRA) wage rates specified in the Contract Documents. These rates are minimums to be paid during the life of the contract. It is therefore the responsibility of the Bidder to inform themselves as to local labor conditions.

17. Equal Employment Opportunity

Attention is called to the requirements for ensuring that employees and applicants for employment are not discriminated against because of race, color, religion, sex, sexual identity, gender identity, or national origin, and other civil rights requirements.

18. Certification Regarding Lobbying

Contractors who apply or bid for an award of \$100,000 or more shall provide the required certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC § 1352.

U.S. Department of Housing and Urban Development

CERTIFICATION OF BIDDER REGARDING CIVIL RIGHTS LAWS AND REGULATIONS

INSTRUCTIONS

CERTIFICATION OF BIDDER REGARDING Executive Order 11246 and Federal Laws Requiring Federal Contractor to adopt and abide by equal employment opportunity and affirmative action in their hiring, firing, and promotion practices. This includes practices related to race, color, gender, religion, national origin, disability, and veterans' rights.

NAME AND ADDRESS OF BIDDER (include ZIP Code)

J.H Strain & Sons, Inc PO Box 277 Tye, TX 79563

CERTIFICATION BY BIDDER

Bidder has participated in a previous contract or subcontract subject to Civil Rights Laws and Regulations.

Yes

No

The undersigned hereby certifies that:

The Provision of Local Training, Employment, and Business Opportunities clause (Section 3 provision) is included in the Contract.

The Equal Opportunity clause is included in the Contract (if bid equals or exceeds \$10,000).

Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?

Yes

No

NAME AND TITLE OF SIGNER (Please type)



Kent Strain, Vice President

4/30/2024

SIGNATURE

DATE

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
 CONTRACTOR'S CERTIFICATION

CONCERNING LABOR STANDARDS AND PREVAILING WAGE REQUIREMENTS

TO (appropriate recipient) <i>City of Breckenridge Breckenridge, TX 79421</i>	DATE <i>05-02-2024</i>
C/O <i>Cynthia Northrop</i>	PROJECT NUMBER (if any) <i>CDM22-0020</i>
	PROJECT NAME <i>2022 TxCDBG</i>

1. The undersigned, having executed a contract with *City of Breckenridge* for the construction of the above-identified project, acknowledges that:

- (a) The Labor Standards provisions are included in the aforesaid contract,
- (b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractors, is Contractor's responsibility.

2. Certifies that:

- (a) Neither Contractor nor any firm, partnership or association in which it has substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended.
- (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. Contractor agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by subcontractors and any lower tier subcontractors, a Subcontractor's Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. Certifies that:

- (a) The legal name and the business address of the undersigned are:

J.H. Strain & Sons, Inc. PO Box 277 Tye, TX 79563

(b) The undersigned is (choose one):

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF <i>Texas</i>
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners or officers of the undersigned are:

NAME	TITLE	ADDRESS
Steve Strain	President	
Kent Strain	Vice President	
Ross Strain	Secretary	

(d) The names and addresses of all other persons having a substantial interest in the undersigned, and the nature of the interest are:

NAME	ADDRESS	NATURE OF INTEREST

(e) The names, addresses and trade classifications of all other building construction contractors in which the undersigned has a substantial interest are:

NAME	ADDRESS	TRADE CLASSIFICATION

J.H. Strain & Sons, Inc
(Contractor)

Date 4-30-24

By [Signature]

**Texas House Bill 89
VERIFICATION**

Texas Government Code, Section 2270.001

CHAPTER 2270. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL

I, Kent Strain, (Company Representative Name) the undersigned representative of S.H. Strain & Sons, Inc., (Company or Business name) hereinafter referred to as "Company", verify that the Company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

a) "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

b) "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Kent Strain, Vice President
Name of Company Representative (Print)


Signature of Company Representative

4-30-24
DATE

**Texas Senate Bill 252
CERTIFICATION**

Texas Government Code, Chapter 2252

SUBCHAPTER F. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES

I, Kent Strain, (Company Representative) the undersigned representative of J.H. Strain & Sons, Inc. (Company or business name), pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that the company named above is:

1. not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.
2. does not have contracts with, provide supplies or services to or are doing business with Iran, Sudan, or a foreign terrorist organization.

Pursuant to Section 2252, 0.001, Texas Government Code

a) *"Foreign terrorist organization" means an organization designated as a foreign terrorist organization by the United States secretary of state as authorized by 8 U.S.C. Section 1189.*

b) *"Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Kent Strain, Vice President

Name of Company Representative (Print)

Ks

Signature of Company Representative

4-30-24 ^{K.S.}

Date

POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

The Corporation does not discriminate on the basis of disability status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.

(Name) Kent Strain

(Address) J. H. Strain & Sons, Inc
PO Box 277
Tye, TX 79563
City State Zip

Telephone Number 325) 692 - 0067 Voice
() _____ - _____ TDD

has been designated to coordinate compliance with the nondiscrimination requirements contained in the Department of Housing and Urban Development's (HUD) regulations implementing Section 504 (24 CFR Part 8. dated June 2, 1988).

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas)
County of Taylor)

Kent Strain, being first duly sworn, deposes and says that:

(1) He/She is Vice President of J.H. Strain & Sons, Inc. the Bidder that has submitted the attached Bid;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Breckenridge or any person interested in the proposed Contract; and

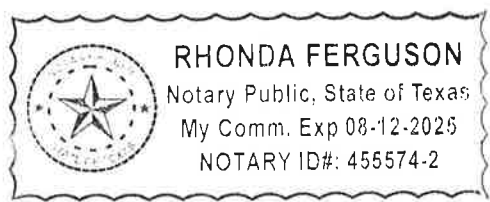
(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) K+D
Vice President
Title

Subscribed and sworn to me this 24th day of April, 2024

By, Rhonda Ferguson
Notary Public

My commission expires 8-12-2025



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).

J.H. Strain & Sons, Inc

The Contractor, _____, 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.

Kent

Signature of Contractor's Authorized Official

Kent Strain Vice President

Printed Name and Title of Contractor's Authorized Official

9-30-24

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See Reverse for public burden disclosure.)

1. Type of Federal Action: <input 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	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known:		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency: <div style="text-align: center; font-size: 2em; color: blue;">N/A</div>		7. Federal Program Name/Description: CFDA Number, if applicable:
8. Federal Action Number, if known:	9. Award Amount, if known: <div style="text-align: center;">\$</div>	
10. a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(Including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by 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 reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less that \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Kent Strain</u> Title: <u>V.P.</u> Telephone No.: <u>225-623-0667</u> Date: <u>4-20-14</u>	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred, Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward receipt. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g. "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (MI).
11. Certifying official shall sign and date the form, print his/her name, title and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CONTRACTOR'S LOCAL OPPORTUNITY PLAN

J.H. Strain & Sons, Inc

agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Breckenridge.

- A. To ascertain from the City's CDBG program official the exact boundaries of the project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
D. To insert this plan in all bid documents and to require all bidders on subcontracts to submit an affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
E. To ensure that subcontracts (greater than \$10,000), which are typically let on a negotiated rather than a bid basis in areas other than the covered project area, are also let on a negotiated basis, whenever feasible, in a covered project area.
F. To formally contact unions, subcontractors, and trade associations to secure their cooperation in this effort.
G. To ensure that all appropriate project area business concerns are notified of pending sub-contractual opportunities.
H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this plan.
J. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to objectives.
K. To maintain records of all projected work force needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets these Local Opportunity objectives.

As officers and representatives of J.H. Strain & Sons, Inc, we the undersigned have read and fully agree to this Plan, and become a party to the full implementation of the program and its provisions.

Signature [Handwritten Signature]

Printed Name Kent Strain

Title Vice President

Date 4-30-24

PROPOSED CONTRACTS BREAKDOWN

Type of Contracts	No. of Contracts	Approx. Total Dollar Amount	Estimated No. to local Business	Estimated \$ Amount Local Business
TxDot	10	105,280,000	65%	1,000,000

ESTIMATED PROJECT WORKFORCE BREAKDOWN

Work Classifications	Total Estimated Positions	No. of Positions Currently Filled	No. of Positions not Filled	No. of Positions to fill with LM/Residents
1124	6	4	2	2
1172	5	3	2	2
1175	1	1	0	0
Totals				

Instructions for Proposed Contracts Breakdown and Estimated Project Workforce Breakdown

Proposed Contracts Breakdown

Type of Contracts – construction, materials, or types of subcontracts. (for example: electrical, plumbing, concrete, boring, etc.)

Approximate Total Dollar Amount – Total amount of each contract.

Estimated Percentage of Contract to Local Business – What percentage of each type of contract will be spent locally? (for example: will you hire any local employees or subcontractors?)

Estimated \$ Amount to Local Business – How many dollars will be spent locally for each type of contract? (for example: will you hire any local employees or subcontractors?)

Estimated Project Workforce Breakdown

Work Classifications – Classification of project employees as defined on Wage Rate.

Total Estimated Positions – List the number of employees for each work classification you will need on this project.

Number of Positions Currently Filled – List the number of estimated positions you currently have filled.

Number of Positions Not Filled – List the number of estimated positions you currently do not have filled.

Number of Positions to Fill with Low to Moderate Residents – List the number of local residents you plan to employ to fill the estimated positions not filled.

CODE OF CONDUCT

CONFLICT OF INTEREST POLICY PERTAINING TO PROCUREMENT PROCEDURES

As a Grant Recipient of a TxCDBG contract, the City of Breckenridge shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

For procurement of goods and services, no employee, officer, or agent of the City of Breckenridge shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the City of Breckenridge shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements.

For all other cases, no employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any grant-related function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the federal or state grant activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under TxCDBG contract or award, or that is required to complete some or all work under a TxCDBG contract in order to meet any National Program Objectives.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the City of Breckenridge's Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.



Bob Sims, Mayor
City of Breckenridge

10-11-22

Date

CÓDIGO DE CONDUCTA
POLÍTICA DE CONFLICTO DE INTERESES RELATIVA A LOS PROCEDIMIENTOS DE
CONTRATACIÓN

Como Beneficiario de una Subvención de un contrato de TxCDBG, la Ciudad de Breckenridge evitará, neutralizará o mitigará los conflictos de intereses reales o potenciales para evitar una ventaja competitiva injusta o la existencia de roles conflictivos que puedan perjudicar el cumplimiento del contrato de TxCDBG o afectar la integridad del proceso de adquisición.

Para la adquisición de bienes y servicios, ningún empleado, funcionario o agente de la Ciudad de Breckenridge participará en la selección, adjudicación o administración de un contrato respaldado por fondos de TxCDBG si él o ella tiene un conflicto de intereses real o aparente. Tal conflicto podría surgir si el empleado, funcionario o agente; cualquier miembro de su familia inmediata; su pareja; o una organización que emplee o esté a punto de emplear a cualquiera de las partes indicadas en este documento, tenga un interés financiero o de otro tipo o un beneficio personal tangible de una empresa considerada para un contrato.

Ningún funcionario, empleado o agente de la Ciudad de Breckenridge solicitará o aceptará propinas, favores o cualquier cosa de valor monetario de contratistas o empresas, contratistas o empresas potenciales, o partes en subacuerdos, excepto cuando el interés financiero no sea sustancial o el regalo sea un artículo no solicitado de valor intrínseco nominal.


Los contratistas que elaboren o redacten especificaciones, requisitos, declaraciones de trabajo o invitaciones a licitar o solicitar propuestas deben quedar excluidos de competir por dichas adquisiciones.

Para todos los demás casos, ningún empleado, agente, consultor, funcionario o funcionario electo o designado del estado, o de una unidad del gobierno local general, o de cualquier agencia pública designada, o subbencipiantes que estén recibiendo fondos de TxCDBG, que tenga alguna función / responsabilidad relacionada con la subvención, o esté en condiciones de participar en un proceso de toma de decisiones u obtener información privilegiada, puede obtener un interés financiero o beneficiarse de la actividad de subvención federal o estatal.

Las restricciones de conflicto de intereses y los requisitos de adquisición identificados en este documento se aplicarán a una empresa beneficiaria, proveedor de servicios públicos u otra entidad de terceros que esté recibiendo asistencia, directa o indirectamente, bajo el contrato o adjudicación de TxCDBG, o que se requiera completar parte o todo el trabajo bajo un contrato de TxCDBG para cumplir con los Objetivos del Programa Nacional.

Cualquier persona o entidad, incluida cualquier empresa beneficiaria, proveedor de servicios públicos u otra entidad de terceros que esté recibiendo asistencia, directa o indirectamente, en virtud de un contrato o adjudicación de TxCDBG, o que deba completar parte o todo el trabajo bajo el contrato de TxCDBG para cumplir con un Objetivo del Programa Nacional, que potencialmente podría recibir beneficios de las adjudicaciones de TxCDBG no puede participar en la selección, adjudicación o administración de un contrato respaldado por fondos de CDBG.

Cualquier presunta violación de estas normas de conducta se remitirá al Abogado de la Ciudad de Breckenridge. Cuando parezca que se han producido violaciones, el empleado, funcionario o agente infractor estará sujeto a medidas disciplinarias, que incluyen, entre otras, el despido o la transferencia; cuando las violaciones o infracciones parezcan ser de naturaleza sustancial, el asunto podrá remitirse a los funcionarios competentes para su investigación penal y posible enjuiciamiento.


 Bob Sims, alcalde
 Ciudad de Breckenridge

10-11-22

City of Breckenridge
105 N. Rose Avenue
Breckenridge, Texas 76424

Gentlemen:

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm, or corporation; that he has carefully examined the form of contract, notice to bidders, specifications, and has carefully examined classes of materials of the proposed work; and agrees that he will furnish all the materials called for in the contract and specifications in the manner prescribed therein and according to the requirements of the Engineer as therein set forth.

It is understood that the following quantities of work to be done at unit prices are approximate only, and are intended principally to serve as a guide in evaluating bids.

It is further agreed that the quantities of materials to be furnished may be increased or diminished as may be considered necessary, in the opinion of the Engineer, to complete the work fully as planned and contemplated and that all quantities of materials whether increased or decreased are to be furnished at the unit prices set forth as follows:

Accompanying this proposal is a certified or cashier's check or bidders bond payable to the Owner in an amount of not less than five percent of the maximum amount bid. The bid security accompanying this proposal shall be returned to the bidder, unless in case of the proposal the bidder shall fail to execute a contract, in which case the bid security shall become the property of the Owner, and shall be considered as payment for damages due to delay and other inconveniences suffered by the Owner on account of such failure of the bidder. It is understood that the Owner reserves the right to reject any and all bids. It is also understood that the Owner reserves the right to reject informalities in the bid proposal.

The undersigned bidder hereby proposes to perform the following work at the following unit prices to wit:

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 2

PROPOSAL
 for
2022 Texas Community Development Block Grant
TxCDBG No.: CDM22-0020
Downtown Revitalization Program Sidewalk Improvements
Breckenridge, Stephens County, Texas

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
1	1 LS	Mobilization, bonds, and insurance (not to exceed 5% of total base bid), for <u>twenty two thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 22,000. ⁰⁰ / _{FF}	\$ 22,000. ⁰⁰ / _{FF}
2	1 LS	Furnish and install Traffic Control Plan, and all related work, as shown and as specified, for <u>thirty thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 30,000. ⁰⁰ / _{FF}	\$ 30,000. ⁰⁰ / _{FF}
3	1 LS	Prepare, Obtain applicable approvals(s) for, and Implement Stormwater Pollution Prevention Plan and related work as shown and specified, for <u>twelve thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 12,000. ⁰⁰ / _{FF}	\$ 12,000. ⁰⁰ / _{FF}
4	1 LS	Prepare, Obtain applicable approval(s) for, and Implement Trench and Excavation Safety Plan and related work as specified, for <u>twelve thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 12,000. ⁰⁰ / _{FF}	\$ 12,000. ⁰⁰ / _{FF}
5	1 LS	Site Demolition, including all saw cutting, removal of bricks, concrete and asphalt pavement, sidewalks, driveways, curb and gutter, landscaping, all related appurtenances, for <u>Seventy five thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 75,000. ⁰⁰ / _{FF}	\$ 75,000. ⁰⁰ / _{FF}
6	448 SY	Furnish and install 4" Thick Class "A" Concrete Sidewalk (ADA Compliant Route), and all related work, as shown and as specified, for <u>one hundred twenty</u> Dollars and <u>no</u> Cents per square yard.	\$ 120. ⁰⁰ / _{FF} /SY	\$ 53,760. ⁰⁰ / _{FF}

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 3

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
7	390 SY	Furnish and install 4" Thick Concrete Sidewalk, and all related work, as shown and as specified, for <u>one hundred twenty</u> Dollars and <u>no</u> Cents per square yard.	\$ <u>120⁰⁰</u> /SY	\$ <u>46,800⁰⁰</u>
8	14 EA	Furnish and install Standard Handicap Curb Ramp, and all related work, as shown and as specified, for <u>thirty five hundred</u> Dollars and <u>no</u> Cents per each.	\$ <u>3,500⁰⁰</u> /EA	\$ <u>49,000⁰⁰</u>
9	515 LF	Furnish and install Standard Curb and Gutter, and all related work, as shown and as specified, for <u>forty five</u> Dollars and <u>no</u> Cents per linear foot.	\$ <u>45⁰⁰</u> /LF	\$ <u>23,175⁰⁰</u>
10	295 SY	Furnish and install Standard Concrete Driveway Apron, and all related work, as shown and as specified, for <u>one hundred seventy</u> Dollars and <u>no</u> Cents per square yard.	\$ <u>170⁰⁰</u> /SY	\$ <u>50,150⁰⁰</u>
11	155 SY	Furnish and install Standard Concrete Paving, and all related work, as shown and as specified, for <u>one hundred seventy</u> Dollars and <u>no</u> Cents per square yard.	\$ <u>170⁰⁰</u> /SY	\$ <u>26,350⁰⁰</u>
12	1 LS	Furnish and install Standard Pavement Markings and Associated Signage, including Relocated Signage, and all related work, as shown and as specified, for <u>thirty five thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ <u>35,000⁰⁰</u>	\$ <u>35,000⁰⁰</u>
13	1 LS	Relocated Utilities, including Fire Hydrant, Adjust Storm Inlet, and all related work, as shown and as specified, for <u>twenty thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ <u>20,000⁰⁰</u>	\$ <u>20,000</u>

Downtown Revitalization Program Sidewalk Improvements
 City of Breckenridge, Texas
 Proposal Page # 4

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION AND UNIT PRICE (Price to be written in words)	UNIT PRICE	TOTAL PRICE
14	1 LS	Provide and install Temporary Project Sign (Section 01500), for <u>ten thousand</u> Dollars and <u>no</u> Cents per lump sum.	\$ 10,000	\$ 10,000. ⁰⁰ / ₁₀₀
TOTAL BASE BID (Items 1 thru 14)			\$ 465,235. ⁰⁰ / ₁₀₀	

Bids may be held by the City of Breckenridge for a period not to exceed 30 days from the date of the bid opening for the purpose of reviewing the bids and investigating the bidders qualifications prior to the contract award.

The undersigned bidder agrees that he will furnish and install all materials within 120 () days after the date of the "Notice to Proceed".

The undersigned bidder estimates that he will be able to start work on this project on or about middle of May

The materials shall be accepted when delivered to the Owner in accordance with the specifications, to the satisfaction of the Engineer.

The undersigned certifies that the bid prices contained in the proposal have been carefully checked and are submitted as correct and final.

NOTE: The prices must be shown in words and figures in the proposal and in the event of discrepancy, the words shall control.

Receipt is hereby acknowledged of addenda to the contract documents number N/A.

* Mailing Address and Zip Code BIDDER: J.H. Strain & Sons, Inc

* PO Box 277 Kent Strain

* Tye, TX 79563 By K+DA

* 325-692-0067 Signature Kent Strain

* Area Code and Telephone Number Name of Person Signing Bid

* 75-1038129 Title Vice President

* Federal I.D. Number/Social Security

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:
2024-1151086

Date Filed:
04/23/2024

Date Acknowledged:

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

J H STRAIN AND SONS, INC.
Tye, 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 TEXAS

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.

TX CDBG NO.: CDM22-0020
DOWNTOWN REVITALIZATION PROGRAM SIDEWALK IMPROVEMENTS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	STRAIN, KENT	TYE, TX United States	X	
	STRAIN, STEVE	TYE, TX United States	X	
	STRAIN, ROSS	TYE, TX United States		X

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Kent Strain, and my date of birth is 2-18-66.

My address is 614 Scott St. (street), Tye (city), TX (state), 79563 (zip code), USA (country).

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

Executed in Taylor County, State of Texas, on the 23rd day of April, 2024.
(month) (year)

Kent Strain
Signature of authorized agent of contracting business entity (Declarant)

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. **This statement must be notarized.** If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information it desires.

Date: 4-23-2021

Bidder (Legal Name of Firm): J.H. Strain & Sons, Inc

Date Organized: January 1960

Address: PO Box 277
Tye, TX 79563

Date Incorporated: 10-1-1959

Federal ID Number: 75-1038129

See Attached

Number of Years in contracting business under present name 64

List all other names under which your business has operated in the last 10 years:
None

Work Presently Under Contract:

Contract	Amount \$	Completion Date
<u>See attached</u>		

Type of work performed by your company: Highway construction

Total Staff employed by Firm (Break down by Managers and Trades on separate sheet):
112 total

Have you ever failed to complete any work awarded to you? Yes No
(If yes, please attach summary of details on a separate sheet. Include brief explanation of cause and resolution)

Have you ever defaulted on a contract? Yes No
(If yes, please attach summary of details on a separate sheet.)

Has your organization had any disbarments or suspensions that have been imposed in the past five years or that was still in effect during the five year period or is still in effect? Yes No

(If yes, list and explain; such list must include disbarments and suspensions of officers, principals, partners, members, and employees of your organization.)

List the projects most recently completed by your firm (include project of similar importance):

Project	Amount \$	Mo/Yr Completed
See Attached		

Major equipment available for this contract: _____

Are you in compliance with all applicable EEO requirements? Yes No
(If no, please attach summary of details on a separate sheet.)

Bank References

Address: Western Bank 2550 Buffalo Gap Contact Name: Sim Richmond
 City & State: Abilene, TX Zip: 79605 Phone Number: 325 695-9297
 Credit available: \$ 10,000,000.00

Has the firm or predecessor firm been involved in a bankruptcy or reorganization? Yes No
(If yes, please attach summary of details on a separate sheet.)

List on a sheet attached hereto all judgements, claims, arbitration proceedings, or suits pending or outstanding against bidder over the last five (5) years with amount of claim and brief description.

List on a sheet attached hereto all lawsuits or requested arbitration with regard to construction contracts which bidder has initiated within the last five (5) years and brief explanation of claim and outcome.

Attach resume(s) for the principal member(s) of your organization, including the officers as well as the proposed superintendent for the project.

Signed this 30 day of April, 2024.

K. Strain
Signature

Kent Strain VP
Printed Name and Title

J. H. Strain + Sons Inc.
Company Name

- 8. List of similar projects successfully completed, including but not limited to projects successfully completed with the City of Abilene. Include amount of contract, type of work, date completed and name and address of owner. Attach additional page if needed.

\$1,769,216.48 Street Maintenance Aug 2023 City of Abilene COA S11B
\$1,936,364.62 Street maintenance Aug 2023 City of Abilene COA N2A N2B
\$4,326,479.13 Hwy Construction Nov 2022 TxDOT Nolan SH 70
\$4,411,589.17 Hwy Construction Nov 2022 TxDOT Taylor FM 3438

- 9. List of current projects under contract. Include amount of contract, type of work, date completed and name and address of owner. Attach additional page if needed.

See attached

- 10. Information regarding your company being a historically underutilized business within Taylor or Jones counties.

not applicable

- 11. If you have ever had safety issues with any work awarded to you, including but not limited to work with the City of Abilene, state project location and reason(s), and give name and address of project owner and Engineer.

none

- 12. Provide total number of current employees and/or subcontractors which you intend to use to complete this project if you are awarded the bid.

Approximately:

J.H. Strain & Sons, Inc. Employees: 20

Subcontractor Employees: 5

J. H. STRAIN & SONS, INC.
HIGHWAY / HEAVY CONSTRUCTION



P.O. BOX 277 TYE, TEXAS 79563 325/692-0067 FAX 325/698-8301

Attachment: List of Current Projects Under Contract

Project:	Owner:	Work:	Contract Value:
Callahan SH 206	TxDOT	Highway Construction	\$1,595,477.54
COA S13	City of Abilene	Street Maintenance	\$1,318,167.79
Coke US 277	TxDOT	Highway Construction	\$42,744,150.71
Coleman US 84	TxDOT	Highway Construction	\$833,790.00
Coleman US 84	TxDOT	Highway Construction	\$3,071,275.54
Taylor CS	TxDOT	Highway Construction	\$1,322,532.40
Taylor US 83	TxDOT	Highway Construction	\$1,841,744.02
Nolan FM 1170	TxDOT	Highway Construction	\$12,466,121.62
Runnels US 83	TxDOT	Highway Construction	\$26,293,074.95
Stonewall US 83	TxDOT	Highway Construction	\$14,737,371.41

Signed this 30th day of April, 2024

Kent Strain
Signature

Kent Strain, Vice President

J.H. Strain & Sons, Inc.

Notary Statement:

Kerit Strain
Vice President Position/Title _____ of J.H. Strain & Sons, Inc. (Firm Name), and hereby swears that the answers to the foregoing questions and all statements therein contained are true and correct. He/she hereby authorizes and requests any person, firm, or corporation to furnish any information requested City/County of _____ in verification of the recitals comprising this Statement of Bidder's Qualifications.

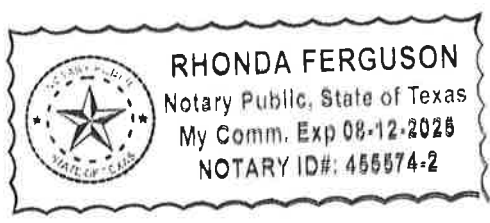
Subscribed and sworn before me this 30th day of April, 2021.

Notary Public

Rhonda Ferguson
Signature

Rhonda Ferguson
Printed Name

My Commission Expires: 8-12-2025



The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

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.

J.H. Strain & Sons, 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.

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.

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 *K.S.* *Kent Strain, Vice President* *4/23/2024*
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.

Debarment / Suspension Certification

I, J.H. Strain & Sons, Inc.
Kent Strain, hereby certify that I have checked on the federal
 (Authorized Representative of Recipient)
 System for Award Management (www.sam.gov) website and determined that
J.H. Strain & Sons, Inc. is not shown as an "excluded party" that is debarred,
 (Name of entity)
 suspended or otherwise excluded from or ineligible for participation in federal assistance
 programs under Executive Order 12549. (See 2 CFR Part 180 and 2 CFR Part 1532 for
 additional information on the federal governmentwide debarment and suspension system for
 nonprocurement programs and activities.)

I understand that a false statement herein may subject me to penalties under federal and state
 laws relating to filing false statements and other relevant statutes.

K+D
 Signature

4-30-24
 Date

V.P.
 Title

Kent Strain
 Name of Recipient

Verifying prime contractors and subcontractors for construction, equipment, supplies and services: Using the www.sam.gov website, the recipient must verify prior to awarding the contract that the prime contractor is not listed as an "excluded party" that is debarred, suspended or otherwise excluded from or ineligible. Once any subcontractors are known, they also must be verified as not listed as an "excluded party" prior to award of a subcontract. The recipient must print a dated record of the verification from the www.sam.gov website and retain a copy that is available for review by TWDB. The prime contractors and subcontractors must be verified prior to the contract award or the costs may be disallowed.



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8206926-974143

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies") pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Courtney J. Goulding

all of the city of Austin state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of December, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 13th day of December, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23 day of April 2021



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

and/or Power of Attorney (POA) verification es, please call 610-832-8240 or email



**TEXAS
IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

**TEXAS
AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

SPECIAL PROVISION –
SALES TAX NOTICE TO CONTRACTORS

The City of Breckenridge is an exempt organization in accordance with Section 151.309 of Chapter 151, Subchapter E, Tax Code, also known as the Limited Sales, Excise, and Use Tax Act. Any contract awarded for this project shall meet the criteria in Chapter 151, Subchapter E, Tax Code for an exempt contract.

Contractor's should be knowledgeable of Chapter 151, Subchapter E, Tax Code and the applicable rules of the Comptroller of Public Accounts, specifically 34 TAC 3.291 (Contractors) and 34 TAC 3.287 (Exemption Certificates) and shall assure that the City of Breckenridge receives all tax exemptions provided by State law.

Contractor's may obtain additional information, including sample exemption certificates, by contracting the Comptroller of Public Accounts, Tax Policy Division, 111 West 6th Street, Austin, Texas 78701-2913. The Comptroller of Public Accounts can be reached by calling their toll-free number 1-800-252-5555 or in Austin 512-463-4600.



125 EAST 11TH STREET | AUSTIN, TEXAS 78701-2483 | (512) 463-8588 | WWW.TXDOT.GOV

October 17, 2023

J. H. STRAIN & SONS, INC.
PO BOX 277
TYE, TX. 79563

RE: TxDOT Vendor Number 02032

Dear Contractor:

Your Confidential Questionnaire is satisfactory and qualifies you to bid on Projects let by the Texas Department of Transportation (TxDOT) from the date of this letter through July 31, 2024.

Your bidding capacity has been set at \$87,939,000.00. You may request and receive bidding proposals for projects on which the engineer's estimate does not exceed your bidding capacity less any uncompleted work currently under contract with TxDOT.

If we may be of further assistance, please contact our Pre-qualification Branch at 512/416-2584.

Sincerely,

A handwritten signature in black ink that reads "Greg Williams". The signature is written in a cursive, flowing style.

Greg Williams
Director, Letting Management Section
Construction Division



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and consideration of Section 3 policy information for the City's TXCDBG Contract #CDM122-0020 Downtown Revitalization Project

Department: Administration

Staff Contact: Cynthia Northrop

Title: City manager

BACKGROUND INFORMATION:

As a part of the grant requirements for the Downtown Revitalization Project, the City Commission must review/discuss the Section 3 presentation (attached) which includes employment opportunities for Section 3 works, contractor outreach, and tracking work hours for all CDBG grants and contracts. Our grant consultant, Public Management, will provide the presentation.

The purpose of this presentation is to discuss the Section 3 goals of the CDBG program and facilitate employment opportunities for Section 3 workers. The awarded construction contractor may have job opportunities for local residents. If they do need to make new hires for this job, they will post job listings on WorkInTexas.com.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

No action required.

SECTION 3 PRESENTATION

The overall purpose of Section 3 is to facilitate contract and employment opportunities for low and very low-income workers, specifically those that live close to the project location. To report on these efforts, this presentation details new reporting requirements and other efforts to increase Section 3 participation in the CDBG program.

HUD instituted new Section 3 policy requirements, effective November 30, 2020.

On July 1, 2021, TDA implemented the final rule for all existing and future CDBG grants. As part of these requirements, each grant recipient is required to review and discuss a Section 3 Presentation during a meeting of its governing body.

The additional pages dive deeper into Section 3 concepts, definitions for Section 3 businesses and workers, contractor outreach recommendations for new hires, and recordkeeping requirements pertaining to the grant.

Going forward, the grant administrator (Public Management, Inc) will coordinate with all parties to:

- Monitor public postings and contractor requirements pertaining to Section 3 provisions
- Track the number of hours of anyone who works on the grant project, including
 - Local government employees (i.e., City secretary, City Administrator, Public Works, Judge, WSC Operators, etc)
 - Construction contractor's laborers and staff
 - Grant administration employees.
 - *Engineers, surveyors, and other professionals are exempt for hourly reporting requirements

Please reach out to your grant administrator with any questions on these changes.

Section 3 Policy Updates - Effective July 1, 2021 Presentation

The City of Breckenridge recently received a Grant Contract #CDM22-0020, for the amount of \$500,000 funded through the Community Development Block Grant, via the U.S. Department of Housing and Urban Development and Texas Department of Agriculture, for the purpose of street reconstruction.

SECTION 3 CONCEPTS

As a condition of funding, the City of Breckenridge must comply with Section 3 of the Housing and Urban Development Act of 1968. To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.

In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

The purpose of this presentation is to discuss the Section 3 goals of the CDBG program and facilitate employment opportunities for Section 3 workers.

The awarded construction contractor may have job opportunities for local residents. If they do need to make new hires for this job, they will post job listings on WorkInTexas.com.

SECTION 3 BUSINESSES

A company may qualify as a Section 3 Business if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3 month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website: <https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>
- Any Local/Regional registry for disadvantaged businesses

This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Prime Contractor for street improvements
 - Subcontractors

SECTION 3 WORKERS

You may qualify as a Section 3 Worker if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent Youthbuild participant

Register your information and search for opportunities at:

- WorkInTexas.gov
- HUD's Section 3 Opportunity Portal <https://hudapps.hud.gov/OpportunityPortal/>

- Local/regional job board

TARGETED SECTION 3 WORKERS

Section 3 Workers that reside near the project location also qualify as Targeted Section 3 Workers. For this project, that service area is defined by the attached map:

[Service Area Map attached]

RECORDKEEPING

The City of Breckenridge is required to track ALL hours worked on the project based on the three categories of workers (All, Section, 3 and Targeted Section 3). This requirement applies to all City of Breckenridge staff that works on this grant, including the contracted grant administrator, and all employees of the prime and subcontractors. Engineers, surveyors, and similar professions are exempt from this time tracking requirement.

This will require collection of certain income information.



For More Info...

TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf \(texasagriculture.gov\)](#)

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

TDA Representative: Suzanne Barnard, Director.(suzanne.barnard@texasagriculture.gov)

Grant Project Manager: Kristen Boswell (kboswell@publicmgt.com)

About

Neighborhood Service Area Definition Tool

This tool allows Housing and Community Development Section 3 Recipients to identify Targeted Section 3 Workers in accordance with [24 C.F.R. § 75.19](#).

Targeted Section 3 Workers are Section 3 Workers located within a one-mile radius of a Section 3 Project. If fewer than 5,000 people live within a one-mile radius of the project, then the radius is expanded until it is sufficient to encompass a population of 5,000 people according to the most recent census.

To use the tool type in the address of the Section 3 Project and it will provide a sum of the populations of each census tract that are included - in full or in part - within the default 1 mile radius. Use the slider bar to expand the radius of the circle until a population greater than 5,000 is reached. Population numbers are from ESRI's U.S. Census Tract Area Layer and are based on 2020 estimates. New U.S. Census data will be uploaded as soon as it is available.

If you would like a report of the census tracts shown on the map click the up arrow on the bottom of the screen, select the Options dropdown, then click Export all to CSV.

Ref: [24 C.F.R. Part 75](#)

Section 3 Neighborhood Service Area

Search for an address or locate on map

Show results within 1 Miles

0 15

Select filters to apply

USA Census Tract Areas

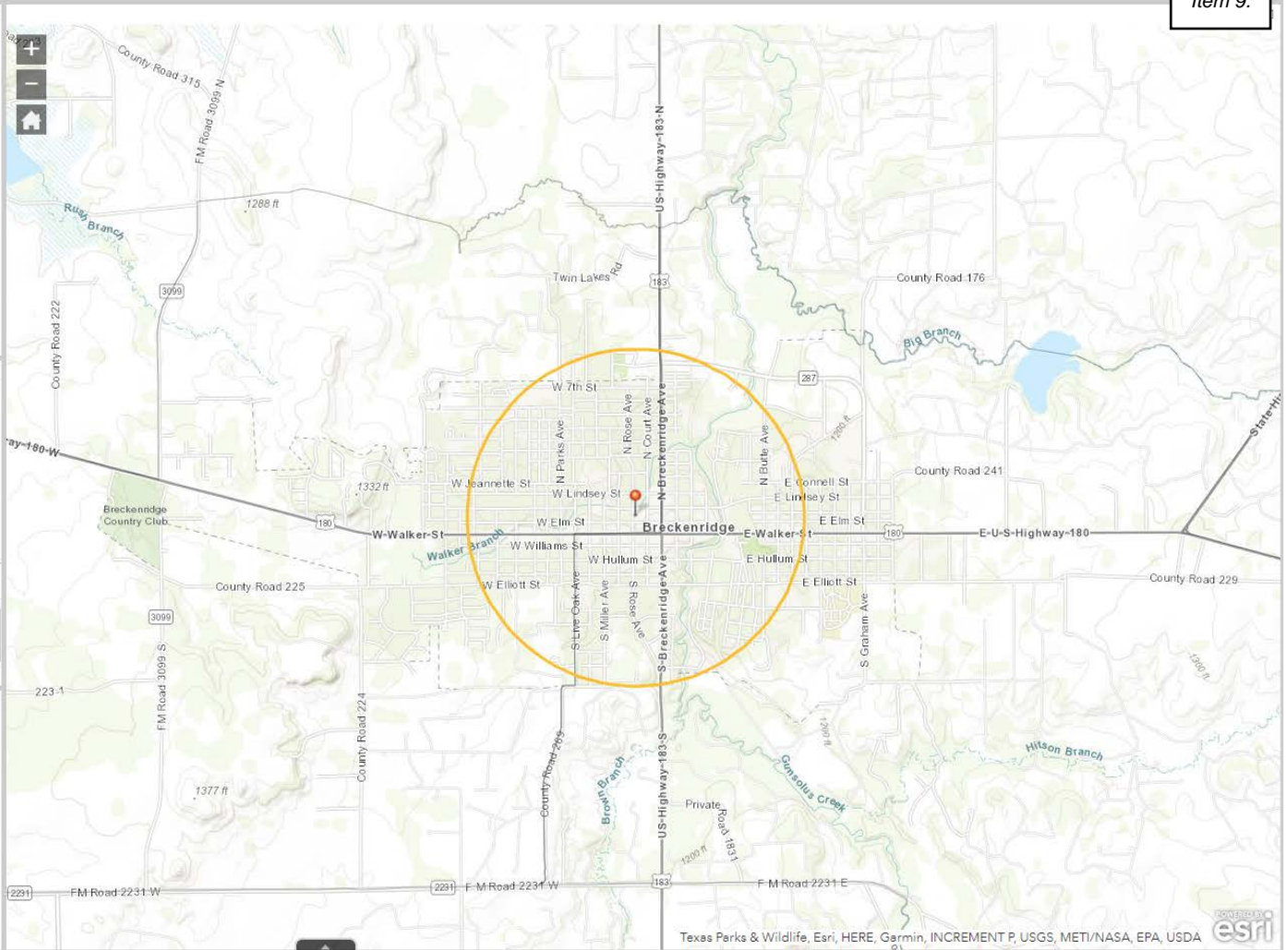
USA Census Tract Area 0 mi

USA Census Tract Area 0.09 mi

Population

✓ 6,561

Population of Selected Area





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary award of professional service contracts for Engineer, Bond Counsel and Financial Advisor related to the Texas Water Development Board (TWDB) – Lead Service Line Replacement Program

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

In accordance with the regulations set forth by the Texas Commission on Environmental Quality (TCEQ) in its revised Lead and Copper Rules, the City is required to develop an inventory of the materials of construction for all water service lines in the distribution system. The City currently provides potable water service to 2,835 connections within its distribution system. Based upon the age of the distribution system and insights provided by Staff, there is likely a significant portion of the distribution system which have water services that utilize lead or galvanized materials. As such, the City is requesting financial assistance available from the Texas Water Development Board to determine the exact number and location as well as the replacement of the lead and galvanized service lines within the distribution system.

Once the city completes the inventory, we will be required to replace these lead service lines on both the city side and the owner side within 10 years. Because this is a nationwide mandate, funding (loan forgiveness and low-interest loans) is being made available to those who meet the criteria. The city does meet the criteria. The City has already submitted our Intent to Apply, and we have been invited to apply.

A Resolution authorizing the City’s application for financial assistance from the Texas Water Development Board through Certificates of Obligation at an amount not to exceed \$500,000 (current engineering estimates for the inventory project is \$379,000) for the inventory phase only was passed by Commissioners at a Special Meeting on April 15, 2024.

Advertising for the Request for Qualifications for Engineering, Bond Counsel and Financial Services was advertised on April 17 and April 24, 2024, with statements due by May 3, 2024, at 11 am.

We received the following:

Engineering Services

- Enprotec, Hibbs & Todd

Financial Advisor:

- Hilltop Securities Inc.

Bond Counsel:

- McCall, Parkhurst & Horton

FINANCIAL IMPACT:

STAFF RECOMMENDATION:

Consider award of professional service contract for Engineer, Bond Counsel and Financial Advisor related to the TWDB Lead Service Line Replacement Program

**FINANCIAL ADVISOR
REQUEST FOR PROPOSALS
AND
STATEMENT OF QUALIFICATIONS**

To provide advice and professional recommendations to the City of Breckenridge (the “City”) for various capital financing projects and provide assistance with possible loan, grant, or disadvantaged funding through the Texas Water Development Board (“TWDB”). The contract term will be a maximum of three (3) years from the date of execution.

A. INTENT OF PROPOSAL

The City is soliciting Request for Proposals (“RFP”) and Statement of Qualifications from interested qualified professionals to provide: strategic financial planning; analysis of market conditions; recommended investments of bond proceeds; and provide recommendations to the City for financing through programs established by TWDB. The City reserves the right to accept or reject any or all proposals for any reason it finds to be in the best interest of the City. This solicitation is intended to cover any financial assistance received by the City from the TWDB for a period of three years following the date of award of any contracts pursuant hereto, whether from the Drinking Water State Revolving Fund, Clean Water State Revolving Fund, Economically Distressed Areas Program or any other financial assistance program administered by the TWDB during said three-year period.

The City seeks to afford the opportunity for qualified SBE, MBE, and WBE firms to propose to provide the services described herein.

B. SCOPE OF SERVICES

The services to be provided by the Financial Advisor shall include, but are not limited to, the following listed below.

- Direction and coordination of all programs of financing, specifically including preparation and coordination of filing an application with the TWDB for loan or grant assistance.
- Advise the City of current bond market conditions.
- Recommend method of sale of debt instruments.
- Advise publications of forthcoming sales.
- Arrange for reports of independent consultants.
- Recommend as to the advisability of obtaining credit ratings and coordinate preparation and submission of information to rating agencies.
- Coordinate, prepare and submit required information to recognized bond insurance companies for insurance qualification, including for a TWDB loan.
- Coordinate efforts for delivery of debt instruments and preparation and verification of closing figures.
- Maintain liaison with Bond Counsel in preparation of all legal documents.
- Counsel in selection of paying agent/registrar.
- Print all debt instruments.
- Deliver schedule of annual debt requirements on debt instruments.
- Attend meetings as requested.
- Advise of changes in Federal and State laws and regulations.
- Advise on investment of funds as requested.
- Advise and assist in exercising any call and/or refunding.
- Advise and assist in the development of long-range financing plan.
- Provide all financing planning services as requested.
- Testify in litigation as requested.
- Make recommendation on matters of credit enhancement.

C. STATEMENT OF QUALIFICATIONS

The Proposer shall provide a description of the history and background of the firm, identification of the services currently being provided to municipalities in Texas and other information relevant to the provision of Financial Advisory services. The following information shall be included in your proposal:

- 1. General information about the firm.
 - A. Name, address, and phone number of the firm.
 - B. History of the firm.
 - C. List names and titles of the firm who are directly responsible for financial advisory services.
 - D. Information pertaining to the firm's compliance with licensing and other requirements of the Securities Exchange Commission, the National Association of Securities Dealers, and the Municipal Securities Rule Making Board.
- 2. References.

Lists of three (3) references for which similar services have been provided.
- 3. Identify personnel to be assigned responsibility for administering the account (provide resume and location for the individual representatives that the firm will assign to the account).
- 4. List the experience of the individuals assigned to the account and placement of debt instruments with the TWDB. Please list the work performed, including the dollar amount of the debt issue or other financing. Please include the names, addresses, and phone numbers of contact persons.
- 5. Additional services - describe any other service or experiences of the firm which you deem beneficial in acting as Financial Advisor to the City.
- 6. Attach a copy of financial advisory services contract proposed by your firm without fee information.

D. RECEIPT OF PROPOSALS

If your firm is interested in being considered as Financial Advisor for the City, proposals must be received no later than 4:00 PM (local time) May 3, 2024, at the office of the City. One (1) copy of the proposal must be sealed and clearly marked on the face of the shipping material "FINANCIAL ADVISOR RFP".

**CONFIDENTIAL: STATEMENT OF QUALIFICATIONS ENCLOSED
FINANCIAL ADVISOR SERVICES
ATTENTION: CYNTHIA NORTHRUP, CITY MANAGER
CITY OF BRECKENRIDGE
105 N. ROSE AVENUE
BRECKENRIDGE, TEXAS 76424**

E. SELECTION CRITERIA

The City shall use the following selection criteria and point system to evaluate and score each proposal.

<u>Criteria</u>	<u>Points</u>
Experience	40
Capacity to perform	40
Familiarity with the TWDB	10
Affirmative Action	10

F. ADDITIONAL INFORMATION

1. This contract is contingent upon the release of funds from the Texas Water Development Board (TWDB).
2. Any contract or contracts awarded under this Invitation for Bid (IFB), or Request for Proposal (RFP) are expected to be funded in part by a loan from the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this IFB, RFP, or any resulting contract.
3. This contract is subject to the Environmental Protection Agency’s (EPA) “fair share This contract is subject to the Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) businesses. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.
4. Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap of national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11.375, and as supplemented in Department of labor regulations 41 CFR; Part 60. Small, minority and women-owned firms are encouraged to submit proposals.

Qualifications to Provide Financial Advisory Services

City of Breckenridge, Texas

May 3, 2024

City of Breckenridge, Texas



CONTACT:

Erick Macha, Managing Director, Erick.Macha@hilltopsecurities.com

717 N. Harwood Street, Suite 3400, Dallas, TX 75201

Phone: 214.953.4033

May 3, 2024
Qualifications to Provide
Financial Advisory Services



Erick Macha
 Managing Director
 214.953.4033 --- Direct

717 N. Harwood Street, Suite 3400
 Dallas, TX 75201
 erick.macha@hilltopsecurities.com

May 3, 2024

Cynthia Northrup
 City Secretary
 City of Breckenridge
 105 N. Rose Avenue
 Breckenridge, Texas 76424

Dear Ms. Northrup:

HilltopSecurities is pleased to submit our qualifications to serve as financial advisor to the City of Breckenridge, Texas (the "City") and to provide strategic financial planning; analysis of market conditions; recommended investments of bond proceeds; and recommendations to the City for financing through programs established by the Texas Water Development Board ("TWDB"). We understand that this solicitation is intended to cover any financial assistance received by the City from the TWDB for a period of three years following the date of award of any contracts pursuant hereto, whether from the Drinking Water State Revolving Fund, Clean Water State Revolving Fund, Economically Distressed Areas Program or any other financial assistance program administered by the TWDB. HilltopSecurities believes our extensive overall financial advisory experience, and in particular, our expertise advising Texas entities enables us to provide the City with high-quality financial advisory services and sound financial advice.

Strong Texas Experience. *We are ranked as the #1 financial advisory firm in the State of Texas* based on number of issues and par amount, with 1,498 transactions totaling \$82.19 billion par amount (according to Ipreo MuniAnalytics), for the five-year period ending March 31, 2024. *Our level of participation as financial advisor in Texas is almost double that of our nearest competitor for overall issues. With a 31% market share (by par amount), HilltopSecurities serves as financial advisor on one third of all bond issues completed in Texas.*

Experience with Texas Water Development Board Financings. We understand the City requires a financial advisor with experience accessing financing programs through the Texas Water Development Board ("TWDB"). **According to our internal records, HilltopSecurities assisted with 145 projects that were financed through the TWDB, totaling approximately \$3.77 billion par amount for the period January 1, 2017 through December 31, 2023.** We continually maintain a thorough working knowledge of existing loan programs and application requirements.

Water and Wastewater Experience. According to Ipreo MuniAnalytics, for the five-year period ending March 31, 2024, we are the **number-two financial advisor** in the nation for par amount of water and sewer issues completed, having provided financial advisory services on 358 transactions totaling \$20.95 billion par. For the same time period, Ipreo MuniAnalytics ranks the firm as the **number-one financial advisory firm** for par amount of water and sewer issues completed in the State of Texas – 226 transactions totaling \$13.80 billion.

Experience with Similar Cities and Entities. HilltopSecurities has extensive experience serving governmental entities in the State of Texas. Some of the cities and entities for which we have and are currently providing financial advisory services related to Texas Water Development financings include, but are not limited to: Abilene, Aledo,



Ballinger, Bangs, Barton WSC, Brady, **Breckenridge**, Bronte, Brownwood, Buckholts, Canadian River MWA, Carbon, Cisco, Coleman, Comanche, Goldthwaite, Gordon, Gorman, Henrietta, Eastland County WSC, Lawn, Lueders, Melvin, Midland, New Deal, North Central TX MWA, Odessa, Parker County SUD, Ranger, San Saba, Seymour, Smyer, Stephenville, Troy, Vernon, Willow Park and Winters, among others. **For the five-year period ending March 31, 2024, Ipreo MuniAnalytics ranks us as the number-one financial advisory firm in Texas for par amount of transactions completed for water and sewer projects in Texas.**

Extensive Market Knowledge. In our role as financial advisor, we believe maintaining a trading and underwriting desk is essential to properly advising the City about market conditions. The firm's underwriting and trading desks routinely provide recommendations based on their active market involvement and extensive institutional investor relationships. These capabilities provide a significant advantage to the City and differentiate our team from other advisory firms that do not have actual and active market involvement and capabilities.

Comprehensive Financial Advisory Services

With public finance and specifically financial advisory services as the core business of our firm, our 78-year foundation has enabled our firm to establish a stable presence in Texas and beyond. We offer highly qualified bankers working as a team to perform the services and duties deserved and expected by the City. This team approach maintains the integrity of our advice to the City and ensures that institutional knowledge resides in the team.

HilltopSecurities is the only financial advisor to offer fully staffed continuing disclosure services, comprehensive arbitrage rebate services, asset management services, and derivative services such as fuel hedging, power hedging, interest rate swaps, and other similar services in house. Our professionals, resources, and integrity are an excellent match for the City's municipal advisory needs.

We are fully prepared to assist the City with developing and analyzing financial goals and plans, debt management strategies, rating strategies, and the communication of financial impacts to the board, administration, and the community. The ultimate goal is to achieve the most effective way for the City to implement and finance its strategies and projects. Because we participate daily and directly in the market rather than view it from the sidelines, the City will benefit from our commitment to providing fresh and current market information.

As a registered broker-dealer, HilltopSecurities bankers and analysts are held to a much higher degree of professionalism than independent firms. Our additional regulatory oversight insures the highest level of professionalism. We must operate with all required securities licenses, plus many of us maintain additional licenses which all require annual continuing education.

A Firm Commitment to Service

Our municipal advisory business is our most important business and our first corporate priority. We pride ourselves in our corporate culture, our attentive service to our clients, and our individual accountability for the quality of our service, and transparency in the reasons for the financial advice we provide. If we can answer any questions or provide further assistance, please feel free to contact us.

Sincerely yours,



Erick Macha
Managing Director

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- Appendix A List of Representative TWDB Transactions by Lead Banker – October 1, 2006 – current
- Exhibit B List of TWDB Transactions by HilltopSecurities – January 1, 2017 – current
- Appendix C Sample Financial Advisory Contract without fee information



Hilltop Securities Inc. ("HilltopSecurities") is honored to have the opportunity to present our proposal to provide financial advisory services to the City of Breckenridge, Texas (the "City"). Among our other qualities, HilltopSecurities' strong commitment to Texas issuers such as the City, ensures our ability to deliver innovative ideas, creative financing techniques, and sound financial advice tailored to the City's needs.

1. General Information about the Firm

A. Name, address and phone number of the firm.

Hilltop Securities Inc.
Dallas Headquarters

717 N. Harwood Street, Suite 3400
Dallas, Texas 75201
Phone: 214.953.4000
Fax: 214.953.4050
www.hilltopsecurities.com

B. History of the firm

Southwest Securities, Inc., first organized as a corporation in 1972, recently merged with First Southwest Company, LLC, which was formed in 1946. The combined entity is Hilltop Securities Inc., a Delaware corporation and a wholly owned subsidiary of Hilltop Securities Holdings LLC, which is wholly owned by Hilltop Holdings Inc.

One of our top priorities is providing superior financial advisory and related services to public entities in Texas and nationwide. HilltopSecurities is confident that our 78 years of experience with providing financial advisory services to issuers will provide the full scope of financial advisory services the City needs.

Our Firm at a Glance

39 Offices in 16 States
780 Employees Firm-Wide (approximately)
31 "Deal of the Year" Awards
Reliable, Firsthand Market Information
#1 Financial Advisor in the State of Texas for Number
and Par Amount of Issues
#2 Financial Advisor in the Nation for Number of Issues*

*Source: Ipreo MuniAnalytics 4/1/2019 – 3/31/2024

History of HilltopSecurities as Financial Advisor

Since the founding of our predecessor firm in 1946, HilltopSecurities has played a pivotal role in shaping the landscape of public finance.

The onset of our role as a financial advisor began early in a relationship with a Texas city when we advised the city's leaders that, rather than offering their issue to only one underwriting firm, which was the only method then used, they instead should accept competitive bids from multiple underwriting firms. Our advice and assistance with the competitive bid process resulted in a far lower cost of financing for our client. Soon thereafter, the concept of a financial advisor adding value to issuers' financings expanded across the State of Texas and eventually nationwide.

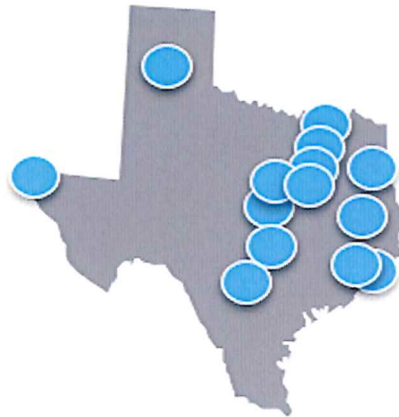
Since then, HilltopSecurities has earned a national reputation as a trustworthy firm committed to unparalleled excellence. We take seriously the trust our clients place in our abilities, as we help meet the financial objectives of a third of all issues completed in the State of Texas.

Commitment to Texas and Texas Cities

Although a national firm, we emphasize client service at the regional level to provide customized solutions for our clients. We are deeply rooted in the State of Texas, with more than 14 public finance, capital markets and retail locations throughout the state, including our headquarters in Dallas.

HilltopSecurities is a market leader as financial advisor for a broad range of transactions. Our close proximity to Texas issuers and strong presence in the state facilitate long-term relationships with Texas clients, some extending longer than 40 years. **Because we are Texas-based, we are able to commit a vast array of resources in an expeditious manner in that our many Texas office locations make our resources readily accessible to the City.**

The following map illustrates the firm’s eight public finance office locations throughout the State of Texas.



Texas Offices / Employees by Department

Office Location	Public Finance	Fixed Income Capital Markets	Wealth Mgmt	Other	Total
Dallas HQ	90	25	41	203	358
Amarillo				9	9
Austin*	20	2	12		34
Clifton	2				2
El Paso	3				3
Fort Worth	7		4		11
Houston	11	8	5		24
Lufkin			1		1
Park Cities			22	7	29
Plano			11		11
San Antonio	6		1	1	8
Sherman			4		4
The Woodlands			2		2
Total	138	35	103	220	496

*Two office locations in the City of Austin

Some of the noteworthy characteristics about our achievements in the financial advisory sphere include:

- Acts as financial advisor or underwriter to more than 1,450 clients that include cities, counties, states and state agencies, school districts, special districts, utility districts, tax increment zones, and other governmental entities nationwide.
- Relationship bankers work closely with the trading desk to provide clients with accurate and real-time market information for relevant securities to structure financings.
- **Nationally ranked as the #2 financial advisor based on total number of issues for the five-year period from April 1, 2019 through March 31, 2024.**

In addition to the cornerstone of public finance, HilltopSecurities offers a broad range of related services, all of which are accessible at all times during our engagements as financial advisor. A detailed list of these services is provided in **Additional Services**.

C. List names and titles of the firm who are directly responsible for financial advisory services.

In line with HilltopSecurities “team philosophy,” **Mr. Erick Macha, Managing Director**, will serve as Project Manager for our engagement with the City, relying upon the most qualified personnel within our firm to see that the City receives expert guidance throughout all phases of our engagement. **Mr. Bernard Aguilar, Associate**, will provide quantitative and analytical support.



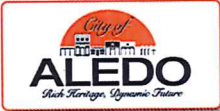
D. Information pertaining to the firm's compliance with licensing and other requirements of the Securities Exchange Commission, the National Association of Securities Dealers and the Municipal Securities Rule Making Board.

HilltopSecurities believes that when an issuer is selecting a financial advisor, accountability and transparency are paramount. As a broker/dealer, HilltopSecurities is subject to and remains in full compliance with the rules and regulations of various governmental bodies such as the U.S. Securities and Exchange Commission (“SEC”) and the Financial Industry Regulatory Authority (“FINRA”), among others, and we adhere to the rules of the Municipal Securities Rule Making Board (“MSRB”). HilltopSecurities is also a registered securities dealer under the SEC Act of 1934 and functions as a member of the Depository Trust Company and the National Clearing Corporation. Such heightened level of accountability and transparency behind all of our advice and actions distinguish us from most other firms that propose to provide financial advisory services without being subject to such oversight and the capital requirements that go along with such regulation.

2. References

List of three (3) references for which similar services have been provided.

HilltopSecurities believes that strong recommendations from our clients are the most accurate indications of our firm’s level of service and expertise. The following are selected client references on Texas Water Development Board transactions for which we have provided services that will be helpful in assessing our ability to represent the City.

City of Willow Park	
	<p>Bryan Grimes <i>City Manager</i> 516 Ranch House Road Willow Park, TX 76087 Phone: 817.441.7108 Email: bgrimes@willowpark.org</p>
Town of Sunnyvale	
	<p>Jeff Jones <i>Town Manager</i> 127 N. Collins Road Sunnyvale, TX 75182 Phone: 972.226.1804 Email: jeff.jones@townofsunnyvale.org</p>
City of Aledo	
	<p>Noah A. Simon <i>City Manager</i> 200 Old Annetta Road Aledo, TX 76008 Phone: 817.441.7016 Email: citymanager@aledotx.gov</p>

3. Proposed Financing Team

Identify personnel to be assigned responsibility for administering the account (provide resume and location for the individual representatives that the firm will assign to the account).

For our engagement with the City, HilltopSecurities offers a committed staff of experienced and skilled professionals. The specializations of our professionals are diverse such that our internal resources alone meet the complete financial needs of our clients.

Project Manager, **Mr. Erick Macha** will oversee and expedite the work effort required of HilltopSecurities on the City's behalf. He will meet with the City and finance team and will make presentations required by the City. **Mr. Bernard Aguilar** will provide quantitative and analytical support. The following resumes detail the qualifications of our team.



Erick Macha
Managing Director
717 N. Harwood Street, Suite 3400
Dallas, Texas 75201
Telephone: 214.953.4033
erick.macha@hilltopsecurities.com

Profile

- Joined the firm in 2005 as an Analyst
- Provides refunding analysis, debt structuring, cash flow models, credit analysis, and continuing disclosure for cities, counties, utilities, school districts, economic development districts, and water supply corporations
- Experienced with financing of water and sewer programs through the Texas Water Development Board
- Works with numerous entities including Abilene, Aledo, Ballinger, Bangs, Barton WSC, Big Lake, Brady, Breckenridge, Bronte, Brownwood, Carbon, Coleman, Comanche, Early, Goldthwaite, Kansas City MO, Melvin, Midland, Miles, Odessa, Parker, Parker Co SUD, Roscoe, Santo SUD, Stephenville, Sunnyvale, Willow Park, Winters, and Wolfe City
- Involved in the structuring and sale of over 700 transactions for over \$15 billion of fixed and variable rate municipal bonds

Education

- Bachelor of Business Administration, Texas Christian University

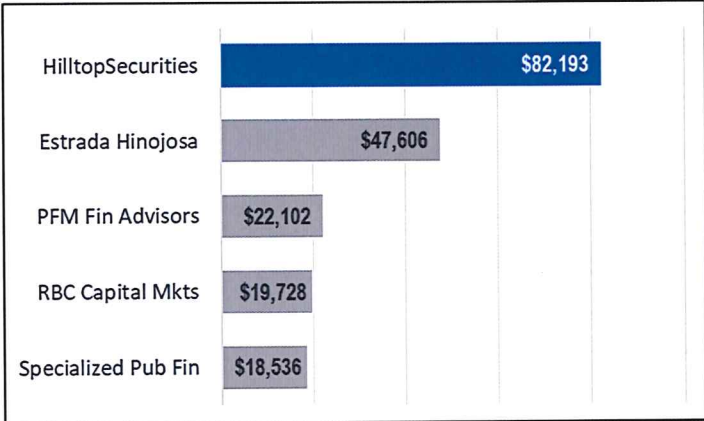
Licenses Held

- Registered Representative of the Financial Industry Regulatory Authority (FINRA)
 - General Securities Representative, Series 7
 - Municipal Advisor Representative, Series 50
 - Uniform Securities Agent, Series 63
 - Investment Banking Representative, Series 79

Texas Experience

HilltopSecurities has always ranked among the top financial advisory firms in Texas. **For the five-year period ending March 31, 2024, Ipreo MuniAnalytics ranks us as the number-one financial advisory firm in Texas for number and par amount of transactions completed overall.** HilltopSecurities holds 31% market share in the state of Texas for par amount of bond and note transactions: 1,498 issues with a par amount of \$82.19 billion.

HilltopSecurities Financial Advisory Experience
Texas Ranking by Par Amount
April 1, 2019 through March 31, 2024



For water and wastewater transactions over the same time period, HilltopSecurities ranks **number two nationally** for par amount of issues completed, with 353 transactions and \$20.95 billion par amount.

Our level of participation as financial advisor in Texas for water and wastewater transactions is over four times that of our nearest competitor, as the following chart shows. **With a 45.2% market share based on par amount, HilltopSecurities served as financial advisor on almost one-half of the dollar volume of all water and wastewater issues completed in Texas**—with a par amount over \$13.80 billion and 226 issues.

Texas Financial Advisory Rankings
Water and Sewer Bond and Note Transactions
Texas Ranking by Par Amount
April 1, 2019 – March 31, 2024



Real-Time Market Information

HilltopSecurities believes that the discipline of maintaining an active broker/dealer operation benefits our clients in numerous ways. Primarily, we are active participants in the marketplace every day, not merely observers. Risking our

capital gives us additional perspective into the underwriting process, and lends us valuable credibility with the underwriting community. Other broker/dealers know that we are willing and able to provide the same functions we ask of them. They know we are speaking on a daily basis to many of the same institutional investors. Therefore, our clients benefit from market advice that we obtain from firsthand, direct, real-time information as opposed to secondhand observations obtained from calling other firms or compiled from information vendors.

We strongly believe that this approach distinguishes our services from our competitors, but most importantly, it provides a higher quality of service to our clients and allows them to achieve the lowest possible cost of borrowing.

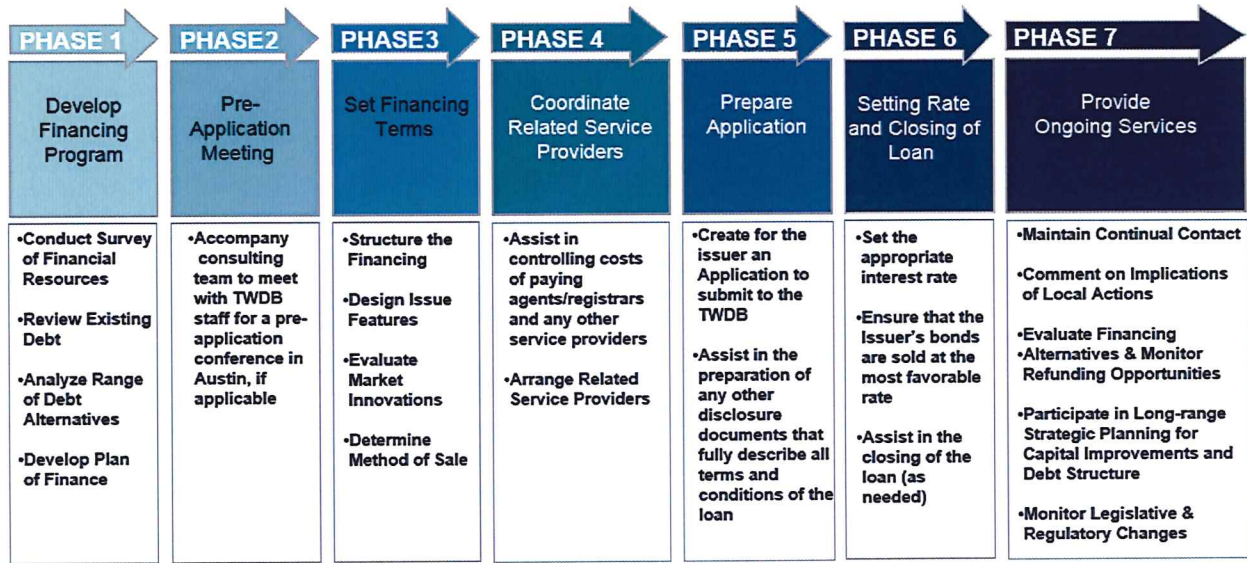
The underwriting desk at HilltopSecurities works in partnership with our banking professionals from the beginning initial structuring, updating with current scales and coupon ideas, call features, priority of order decisions all the way to the final allocations. We have multiple underwriting professionals with more than 25 years of experience each working for both national and regional firms. They understand all facets of the underwriting process, from how to capture the largest retail sales percentage to working with the most difficult institutional orders. The majority of our underwriters' time is invested in working with our financial advisory clients. The City can be confident that when the time arrives to price its issue, our professional underwriters will be watching over every detail of the transaction and getting the most value for the City's securities the market will allow.

In our role as financial advisor, HilltopSecurities underwriting and trading desk routinely provides recommendations regarding the following matters based on their active market involvement and extensive institutional investor relationships:

- Structure
- Call options and premiums
- Yields
- Coupons
- Placement of term bonds and pricing
- Serial bonds and pricing
- Capital appreciation bonds and pricing
- Cost effectiveness of insurance
- Credit aspects
- Underwriters' takedown and spread
- Syndicate rules
- Allocation of bonds

In short, these capabilities provide a significant advantage to the City and differentiate HilltopSecurities from "independent" advisory firms that do not have actual market involvement and capabilities. Although the City may not require recommendations on these technical issues on all its debt issuances, the expertise of our underwriting desk will be useful to the City when specific questions arise.

Customary Phases in a TWDB Debt Issuance



Scope of Work

TWDB Debt Issuance Approach

As a financial advisor, HilltopSecurities has a broad and diverse scope of services to offer our clients. The illustration above represents the services typically provided by HilltopSecurities as financial advisor to an issuer issuing debt through TWDB.

Phase 1: Develop Financing Program

We review the City's current financial standing in every aspect, including but not limited to arbitrage rebate, investment policies, marketing strategies, technical resources, legal structures, call features, and borrowing capacity. HilltopSecurities makes an insightful, in-depth analysis of where the City is and creates a finance plan to take it where it wants to be and in what timeframe it may achieve its financial goals.

Phase 2: Pre Application Meeting

HilltopSecurities can accompany the City and its consulting team to meet with the TWDB staff for a pre-application conference in Austin, if applicable.

Phase 3: Set Financing Terms

We determine the most optimal conditions of each financing by running scenarios that quantify the benefits and costs of various structuring considerations and by preparing cash flow forecasts that enable the issuer to evaluate the expected annual debt service requirements associated with those structuring considerations.

The following are the actions we take to produce the most common types of design analysis:

- Produce cash flow models with the flexibility to calculate bond capacities based on debt service installments; utilize forecasted revenues, expenditures, and growth factors; model construction drawdowns and interest earnings; and project tax rates and user charges.
- Size a financing including allowance for capitalized interest, construction costs, escrow requirements, insurance costs, interest earnings, issuance costs, and reserve funds.
- Structure a payment amortization to a tailored schedule based on projected revenue and expenditure constraints.

- Defeas outstanding debt utilizing a state-of-the-art proprietary advance refunding software system that structures an optimal escrow fund; structure new debt on a level, front-end, or tail-end savings basis; and provide other structures as necessary.
- Calculate the issue price and, using this price, calculate the arbitrage yield as defined by the Tax Reform Act of 1986.
- Calculate an internal rate of return or "True Interest Cost" and provide present value schedules based on such yield for use in evaluating bids or modeling present values of cash flow projections.
- Devise debt capacity models that can be used to detail the issuer's existing debt service requirements; forecast proposed debt service requirements; and project the impact of the proposed requirements on financial ratios, such as debt to valuation and per capita debt as well as on taxes and rates.
- Develop debt service schedules, which can be used to illustrate the debt service requirements on an actual, bond, or fiscal year basis, while assuming annual, semiannual, or monthly payments. Our schedules also can accommodate serial and term bonds, discount and premium bonds, and zero coupon bonds, including premium capital appreciation bonds.
- Provide refunding analysis, which can be used to illustrate savings on a gross basis or a present value basis of refundings.

Phase 4: Coordinate Related Service Providers

The costs of paying agents/registrars and a host of other service providers can create great expense. HilltopSecurities assists the issuer in controlling those costs by securing competitive bids or quotes while recruiting reliable service providers to help the issuer save resources and build a winning team.

Phase 5: Prepare Application

HilltopSecurities creates for the City an Application to submit to the TWDB. The Application provides complete general, legal, and financial information to the TWDB. We also assist in the preparation of any other disclosure documents that fully describe all terms and conditions of the loan.

Phase 6: Setting Rate and Closing of Loan

HilltopSecurities works with the TWDB in setting the appropriate interest rate for the loan to ensure that the City's bonds are sold at the most favorable rates possible. We assist in the closing of the loan if approved by the TWDB.

Phase 7: Perform Ongoing Services

Maintain Continual Client Relations. As part of HilltopSecurities comprehensive service, we continue participation with the City by:

- Commenting on the credit implications of local actions and events
- Developing debt management policies
- Evaluating financing alternatives
- Participating in long-range strategic planning for capital improvements and debt structure
- Developing financial models to analyze the full range of debt funding alternatives
- Identifying cost savings or debt service restructuring opportunities

Monitor Legislative and Regulatory Changes. HilltopSecurities continues to monitor legislative and regulatory changes as they relate to the client and advises as to where action and participation is beneficial. Such efforts include continuing disclosure requirements by working with the issuing entity's attorney and bond counsel to discuss disclosure requirements, identify, draft, and propose legislation for the direct benefit of the issuing entity.

5. Additional Services

Describe any other service or experiences of the firm which you deem beneficial in acting as Financial Advisor to the City.

While financial advisory is a critical business for the firm, we have responded to today's increasingly complex public finance landscape by raising the bar on the services, resources, and experience our firm offers.

HilltopSecurities is among the most well-equipped and resourceful investment banking firms in the nation. Our Public Finance Department is structured to provide clients with access to multiple professionals with expertise in diverse areas of finance: underwriting and trading, continuing disclosure, arbitrage rebate calculations, and investment management, among others. The following table summarizes the volume of our participation providing these select services and brief descriptions follow:

Type of Service	Volume of Participation
Financial Advisory Services	During the five-year period ending March 31, 2024, HilltopSecurities provided financial advisory services on 3,527 issues totaling \$157.91 billion par volume, ranking us #2 in the nation for number of issues. <i>Source: Ipreo MuniAnalytics</i>
Arbitrage Rebate Calculation Services*	Provides calculations to approximately 640 clients across 33 states, on more than 3,560 bond issues, totaling \$240 billion par amount, as of December 31 2023.
Continuing Disclosure Services*	Assists over 850 state and local government clients in meeting their continuing disclosure obligations and to comply with SEC Rule 15c2-12, as of December 31, 2023
Investment Management*	As of December 31, 2023, actively manages \$27.2 billion for 51 state and local governments; also serves as the investment advisor for an additional \$11.5 billion for a total of \$38.7 billion. Investment Management services are calculated based on the amount of funds under management
Structured Finance*	For the five-year period ending December 31, 2023, the firm has served as swap advisor on 175 transactions totaling over \$3.9 billion in notional amount. Additionally, the firm has served as the bidding agent for 349 municipal reinvestment transactions totaling over \$27.9 billion in notional amount.
Underwriting	During the five-year period ending March 31, 2024, served as senior or co-managing underwriter on 1,222 issues, exceeding \$66 billion par amount. <i>Source: Ipreo MuniAnalytics</i>
OPEB Consulting*	Members of the firm have reviewed over 2,000 pension and OPEB actuarial studies and related CAFRs. Our firm has worked with independent actuaries to review pension studies, including TMRS members. In some cases, there were material changes.

Sources: *Internal Database

6. Financial Advisory Services Contract

Attach a copy of financial advisory services contract proposed by your firm without fee information.

We have attached as **Appendix C** our "standard" financial advisory services contract without fee information.

Additional Information

M/WBE Participation: Please note that HilltopSecurities is not an MBE or a WBE. Qualified applicants at HilltopSecurities receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. If selected by the City for this engagement, HilltopSecurities does not plan to subcontract any of its responsibilities as financial advisor to another firm.

The City of Breckenridge, Texas

Appendix A

List of Representative TWDB Transactions by Key Personnel - January 1, 2006 – Current

Appendix A



**Experience of Representative TWDB Transactions
By Key Personnel
January 1, 2006 – current
Source: Internal Records**

Issuer	Type of Issue	Par Amount	Issuance Date
Millersview-Doole WSC	Principal Forgiveness (DW)	\$2,450,980	3/21/2024
Arimak WSC	Principal Forgiveness (DW)	\$975,023	3/6/2024
Gordon	Comb Tax & Surp COs, Taxable S24A (DW)	\$830,000	3/4/2024
Barton WSC	Promissory Note, Taxable S2024 (DW)	\$1,140,000	2/21/2024
Mertzon	Principal Forgiveness (DW)	\$2,204,000	1/9/2024
Mertzon	Comb Tax & Surp COs, Taxable S24A (DW)	\$2,085,000	1/9/2024
Westbound WSC	Promissory Note, Taxable Ser 2023 (DW)	\$1,610,000	8/9/2023
Westbound WSC	Principal Forgiveness (DW)	\$3,756,157	8/10/2023
Mertzon	Principal Forgiveness (CW)	\$3,208,800	3/14/2023
Mertzon	Comb Tax & Surp COs, Taxable S23A (CW)	\$1,405,000	3/14/2023
Miles	Principal Forgiveness (DW)	\$269,608	1/19/2023
Moran	Principal Forgiveness (CW)	\$491,400	12/5/2022
Parker County SUD	Revenue Bonds, S22 (DW)	\$13,000,000	11/22/2022
Strawn	Comb Tax & Surp COs, S22 (DW)	\$2,001,900	9/14/2022
Breckenridge	Comb Tax & Surp COs, S22 (DW)	\$3,637,809	7/13/2022
Breckenridge	Comb Tax & Surp COs, S22 (CW)	\$4,162,420	7/13/2022
Comanche	Comb Tax & Surp COs, S22 (DW)	\$2,299,908	5/17/2022
Comanche	Comb Tax & Surp COs, S22 (CW)	\$1,594,372	3/16/2022
Vernon	Comb Tax & Surp COs, S21 (SWIFT)	\$12,000,000	10/21/2021
Brady	Comb Tax & Surp COs, S21 (CW)	\$1,905,000	6/23/2021
Willow Park	Comb Tax & Surp COs, S21 (CW)	\$14,130,000	6/23/2021
Seagraves	Comb Tax Rev C/O, Ser 2020 (EPA WIIN)	\$3,346,000	6/9/2021
Seagraves	Comb Tax Rev C/O, Ser 2020 (D Fund)	\$2,738,000	6/9/2021
Gordon	Comb Tax Rev C/O, Ser 2020 (DW)	\$100,000	11/9/2020
Gordon	Principal Forgiveness (DW)	\$801,323	11/9/2020
Roby	Comb Tax Rev C/O, Ser 2020 (DW)	\$250,000	10/8/2020
Roby	Principal Forgiveness (DW)	\$300,000	10/8/2020
Aledo	Tax & WW & SS Sur Rev C/O, Ser 2020 (CW)	\$4,230,000	9/29/2020
Rotan	Comb Tax & Rev C/O, Ser 2020A (DW)	\$235,000	9/15/2020
Rotan	Principal Forgiveness (DW)	\$2,927,068	9/15/2020
Rotan	0% - Comb Tax & Surp Rev C/O, Ser 2020B (DW)	\$2,040,000	9/15/2020
Carbon	TWDB Principal Forgiveness (Grant)	\$754,600	4/22/2020
Willow Park	Comb Tax & Surp COs, S19 (DW)	\$13,770,000	11/12/2019
Fort Griffin SUD	Revenue Bonds, S19 (DW)	\$1,525,000	8/27/2019
Parker County SUD	Revenue Bonds, S19 (DW)	\$15,080,000	8/15/2019
Wolfe City	Comb Tax & Surp COs, S19A (CW)	\$2,325,000	8/12/2019
Wolfe City	Comb Tax & Surp COs, S19B (CW)	\$2,035,000	8/13/2019
Wolfe City	Comb Tax & Surp COs, S19C (DW)	\$870,000	8/14/2019
Wolfe City	Comb Tax & Surp COs, S19D (DW)	\$3,065,000	8/15/2019
Wolfe City	TWDB Principal Forgiveness (CW)	\$400,000	8/16/2019

Issuer	Type of Issue	Par Amount	Issuance Date
Wolfe City	TWDB Principal Forgiveness (DW)	\$988,103	8/17/2019
Eastland Co WSD	Revenue Bonds, S19 (DW)	\$805,000	7/18/2019
Eastland Co WSD	TWDB Principal Forgiveness (Grant)	\$2,114,485	7/18/2019
Roscoe	Comb Tax & Surp COs, S19 (DW)	\$1,965,000	7/9/2019
Roscoe	TWDB Principal Forgiveness (Grant)	\$337,950	7/9/2019
Brady	TWDB Principal Forgiveness (Grant)	\$4,700,000	4/3/2019
Brady	EDAP Loan	\$13,375,000	3/21/2019
Brady	Comb Tax & Surp COs, S19 (DW)	\$10,830,000	3/21/2019
Ballinger	TWDB Principal Forgiveness (Grant)	\$2,358,435	1/29/2019
Ballinger	Comb Tax & Surp COs, S19 (DW)	\$1,035,000	1/30/2019
Abilene	Comb Tax & Surp Rev Cos, S18	\$18,370,000	11/27/2018
Bangs	Comb Tax & Surp Rev Cos, S18	\$1,760,000	11/9/2018
Lawn	TWDB Principal Forgiveness (Grant)	\$2,678,239	8/29/2018
Lawn	Comb Tax & Surp Rev COs, S18	\$885,000	8/29/2018
Mason	TWDB Principal Forgiveness (Grant)	\$1,669,200	7/24/2018
Mason	Comb Tax & Surp Rev COs, S18	\$990,000	7/24/2018
Stephenville	Comb Tax & Surp Rev COs, S18A	\$17,030,000	7/10/2018
Cisco	Comb Tax & Surp Rev COs, S18A (DW)	\$4,565,000	6/27/2018
Cisco	TWDB Principal Forgiveness (Grant)	\$6,464,900	6/27/2018
Cisco	Comb Tax & Surp Rev COs, S18B (CW)	\$1,550,000	6/27/2018
Cisco	TWDB Principal Forgiveness (Grant)	\$4,322,700	6/27/2018
Ranger	TWDB Principal Forgiveness (Grant)	\$739,900	5/14/2018
Ranger	Comb Tax & Surp Rev COs, Taxable S18B	\$420,000	5/14/2018
Ranger	Comb Tax & Surp Rev COs, S18A	\$570,000	5/14/2018
Barton Wtr Supply Corp	TWDB Principal Forgiveness (Grant)	\$300,000	4/12/2018
Holiday Beach Water Supply	TWDB Principal Forgiveness (Grant)	\$700,000	2/17/2018
Gorman	TWDB Principal Forgiveness (Grant)	\$1,000,000	2/15/2018
Gorman	Comb Tax & WW & SS Surplus Rev, S18	\$1,000,000	2/15/2018
El Paso Public Service Board	W&S Rev Bds, S16A	\$50,000,000	10/31/2017
New Deal	Comb Tax & Surplus Rev COs, S17	\$935,000	10/23/2017
New Deal	TWDB Principal Forgiveness (Grant)	\$98,800	10/23/2017
Gordon	Comb Tax & Surplus Rev COs, Taxable S17	\$460,000	9/11/2017
Gordon	TWDB Principal Forgiveness (Grant)	\$728,072	9/11/2017
Buckholts	TWDB Principal Forgiveness (Grant)	\$200,000	8/10/2017
Winters	Comb Tax & Surplus Rev COs, S17	\$580,000	7/31/2017
Winters	TWDB Principal Forgiveness (Grant)	\$242,054	7/31/2017
Melvin	Revenue Bds, S17	\$180,000	5/17/2017
Melvin	TWDB Principal Forgiveness (Grant)	\$359,902	5/17/2017
Lueders	TWDB Principal Forgiveness (Grant)	\$483,577	3/23/2017
Troy	Comb Tax & Rev Cos, S17	\$2,100,000	1/23/2017
Seymour	TWDB Principal Forgiveness (Grant)	\$888,476	1/19/2017
Seymour	Certificates of Obligation, S17	\$2,115,000	1/19/2017

Issuer	Type of Issue	Par Amount	Issuance Date
Cisco	TWDB Principal Forgiveness (Grant)	\$500,000	1/9/2017
El Paso Public Service Board	W&S Rev Bds, S16A	\$100,000,000	10/18/2016
Strawn	TWDB Principal Forgiveness (Grant)	\$700,000	3/14/2016
Willow Park	Comb Tax & Surplus Rev COs, S16	\$1,035,000	3/8/2016
Ballinger	Comb Tax & Rev COs, S16	\$605,000	2/18/2016
Ballinger	TWDB Principal Forgiveness (Grant)	\$251,700	2/18/2016
Reklaw	Comb Tax & Rev COs, S16	\$300,000	1/7/2016
Reklaw	TWDB Principal Forgiveness (Grant)	\$200,000	1/7/2016
Brady	EDAP Loan Forgiveness Grant 2015	\$1,804,000	7/7/2015
Lake Palo Pinto Area WSC	TWDB Principal Forgiveness (Grant)	\$1,480,000	6/3/2015
Upper Leon River MWD	Taxable Water Sys Rev Bds, S15B	\$1,863,000	5/18/2015
Upper Leon River MWD	Tax-Exempt Water System Rev Bds, S15A	\$7,452,000	5/18/2015
Brady	TWDB Principal Forgiveness (Grant)	\$1,804,000	7/22/2015
Upper Leon River MWD	Wtr Sys Rev Bds, S15	\$14,105,766	6/25/2015
Lake Palo Pinto Area Wat Supp Corp	Promissory Note, S15	\$1,480,000	6/24/2015
Olney	Comb Tax & Rev COs, S15	\$2,440,000	4/27/2015
Gorman	TWDB Principal Forgiveness (Grant)	\$135,960	4/16/2015
Gorman	Comb Tax & WW & SS Surplus Rev, S15	\$140,000	4/16/2015
Early	Comb Tax & Surplus Rev COs, S15	\$8,365,000	4/14/2015
Winters	Comb Tax & WW & SS Surplus Rev COs, S14	\$603,500	9/29/2014
Bangs	Comb Tax & Surplus Rev Anticipation Notes, S14	\$231,000	6/9/2014
Bangs	TWDB Principal Forgiveness (Grant)	\$99,000	6/9/2014
San Saba	Comb Tax & Surplus Rev COs, S14	\$297,921	5/19/2014
Olney	Comb Tax & Surplus Rev COs, S14	\$403,425	4/28/2014
Cisco	Comb Tax & Surplus Rev COs, S14	\$677,050	4/14/2014
Willow Park	Comb Tax & Surplus Rev COs, S14	\$685,000	3/18/2014
Carbon	Comb Tax & Surplus Rev COs, S14	\$794,147	2/17/2014
Breckenridge	Comb Tax & Surplus Rev COs, S14	\$2,380,000	1/16/2014
Ralls	Revenue Bds, S13	\$250,000	11/25/2013
Roscoe	Comb Tax & Surplus Rev COs, S13	\$1,040,000	11/12/2013
Comanche	Comb Tax & Surplus Rev COs, S13A	\$1,071,500	10/14/2013
Brady	Comb Tax & Surplus Rev COs, S13	\$700,000	9/3/2013
Smyer	Comb Tax & Surplus Rev COs, S13	\$369,767	7/11/2013
Carbon	TWDB Principal Forgiveness (Grant)	\$200,000	4/24/2013
Upper Leon River MWD	Taxable Wtr Sys Rev Bds, S13	\$1,176,272	4/22/2013
New Deal	TWDB Principal Forgiveness (Grant)	\$142,000	4/16/2013
Goldthwaite	Comb Tax & Surplus Rev COs, S13	\$2,100,296	4/4/2013
Breckenridge	Comb Tax & Surplus Rev COs, S13	\$1,193,461	3/4/2013
Bronte	Comb Tax & Surplus Rev Cos, S13	\$850,000	2/14/2013
Lake Palo Pinto Area Wat Supp Corp	Promissory Note, S13	\$130,000	2/11/2013

Issuer	Type of Issue	Par Amount	Issuance Date
Moran	Comb Tax & Surplus Rev Cos, S13	\$180,000	1/15/2013
Moran	TWDB Principal Forgiveness (Grant)	\$332,325	1/15/2013
Comanche	Comb Tax & Surplus Rev COs, S13	\$705,000	1/14/2013
Comanche	TWDB Principal Forgiveness (Grant)	\$564,750	1/14/2013
Abilene	Comb Tax & Surplus Rev CO, S12	\$2,500,000	11/13/2012
Brownwood	Comb Tax & Surplus Rev Co, S12A	\$3,440,000	11/13/2012
Breckenridge	Comb Tax & Surplus Rev COs, S12	\$1,680,000	11/5/2012
Breckenridge	TWDB Principal Forgiveness (Grant)	\$704,878	11/5/2012
Brady	Comb Tax & Surplus Rev COs, S12	\$1,210,000	10/1/2012
Brady	CWSRF 2012	\$1,441,990	10/1/2012
Ranger	Comb Tax & Surplus Rev COs, S12	\$300,000	9/24/2012
Ranger	Grant/Loan 2012	\$300,000	9/24/2012
Eastland County WSD	Water Supply Revenue Bonds, S12	\$11,650,000	2/16/2012
North Central Texas MWA	Revenue Bonds, S12	\$5,500,000	2/14/2012
Somervell Co WD	GO Bds, S12	\$700,000	2/13/2012
Aledo	Tax & WW & SS Surplus Rev COs, S12	\$1,900,000	1/26/2012
Aledo	Tax & WW & SS Surplus Rev COs, S11B	\$1,700,000	1/27/2011
Aledo	Tax & WW & SS Surplus Rev COs, S11A	\$3,345,000	1/27/2011
Henrietta	Comb Tax & Rev COs, S10	\$3,250,000	6/14/2010
Aledo	Tax & WW & SS Surp Rev COs, S10B	\$360,000	1/28/2010
Aledo	Tax & WW & SS Surplus Rev COs, S10A	\$2,110,000	1/28/2010
Millersview-Doole WSC	EDAP - Grant	\$10,895,000	12/15/2009
Early	Comb Tax & WS Rev COs, S09	\$6,000,000	7/14/2009
Somervell Co WD	GO Bds, S09C	\$9,367,000	7/13/2009
Somervell Co WD	GO Bds, S09A	\$1,340,000	7/13/2009
Somervell Co WD	GO Bds, S09B	\$9,494,000	7/13/2009
Aledo	Tax & WW & SS Surp Rev COs, S09	\$675,000	6/2/2009
Coleman	Tax & Util Sys Surp Rev COs, S08	\$5,025,000	5/15/2008
Possum Kingdom WSC	Water Sys Rev Bds, S08	\$1,625,000	1/16/2008
Aledo	Tax & WW&SS Surp COs, S07	\$5,765,000	8/23/2007
Winters	Tax & WW&SS Surp Rev COs, S07	\$1,680,000	6/25/2007
Winters	Tax & WW&SS Surp Rev COs, S07A	\$655,000	6/25/2007
Ballinger	Tax & WW & SS Surp Rev COs, S06	\$3,870,000	1/26/2007
Brown Co WID 1	Revenue Bds, S06	\$20,490,000	10/13/2006
	156 issues	\$575,654,869	

The City of Breckenridge, Texas

Appendix B

List of Representative TWDB Transactions by the Firm - January 1, 2017 – current

Appendix B



Firm Experience as Financial Advisor - TWDB Transactions
January 1, 2017 – current
Source: Internal Records

Issue Date	Issuer	Issue Description	Par Amount
01/19/2017	Seymour, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2017	2,115,000
02/01/2017	Houston, City of (Utility System)	Comb Util Sys First Lien Rev Bds Ser 2017A	65,750,000
03/01/2017	Troy, City of (General Obligation Debt)	Comb Tax & Rev C/O Ser 2017	2,100,000
03/01/2017	Jefferson Co WC&ID # 10 (Utility System)	Util Sys Rev Bds Ser 2017	1,000,000
04/01/2017	Granbury, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2017	15,000,000
04/01/2017	Grand Prairie, City of (Waterworks & Sewer System)	W & WW Sys Rev Bds Ser 2017	5,110,000
04/01/2017	Fort Worth, City of (Waterworks & Sewer System)	W & SS Rev Bds Ser 2017	16,045,000
04/17/2017	Melvin, City of (Water Revenue)	W Sys Rev Bds Ser 2017	180,000
06/29/2017	Upper Trinity Regional Water Dist (Northeast Regional Water Reclamation System)	Northeast Reg W Reclamation Sys Rev Bds Ser 2017	23,990,000
07/01/2017	Winters, City of (General Obligation Debt)	Tax & WW & SS Surplus Rev C/O Taxable Ser 2017	580,000
07/01/2017	San Juan, City of (Waterworks & Sewer System)	WW & SS Rev Bds Ser 2017	2,285,000
08/15/2017	Gladewater, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2017A	1,600,000
08/15/2017	Gladewater, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2017B	3,900,000
09/01/2017	Farmersville, City of (General Obligation Debt)	Tax & Util Sys Surplus Rev C/O Ser 2017	5,845,000
09/01/2017	Vinton, Village of (General Obligation Debt)	Comb Tax & SS Surplus Rev C/O Ser 2017	5,085,000
09/01/2017	New Deal, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2017	935,000
10/01/2017	Bedford, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2017	20,000,000
10/01/2017	North Texas Municipal Water Dist (Waterworks System)	W Sys Rev Bds Ser 2017	44,650,000
10/01/2017	Springtown, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2017	1,390,000
10/15/2017	Sabine River Auth (Gulf Coast Division)	W Supply Sys Rev Bds Taxable Ser 2017	18,825,000
11/01/2017	Azle, City of (General Obligation Debt)	Tax & WW & SS Rev C/O Ser 2017A	1,350,000
11/01/2017	Coastal Water Authority (Luce Bayou Project)	Contract Rev Bds (Luce Bayou Project) Ser 2017	24,180,000
11/01/2017	West Harris Co Regional Water Auth (Waterworks System)	W Sys Jr Lien Rev Bds Ser 2017	211,250,000
11/01/2017	Houston, City of (Utility System)	Comb Util Sys Subord Lien Rev Bds Ser 2017C	83,170,000
11/01/2017	North Fort Bend Water Authority (Waterworks System)	W Sys Jr Lien Rev Bds Ser 2017	87,360,000
11/14/2017	El Paso, City of (Waterworks & Sewer System)	W & S Rev Bds Ser 2017A	50,000,000
11/16/2017	Brushy Creek Regional Utility Authority, Inc. (City of Leander Brushy Creek Regional Water Treatment & Distribution Project)	Contract Rev Bds (Brushy Creek Regional Water Treatment & Distribution Project) Ser 2017	8,130,000
03/15/2018	Savoy, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2018	2,755,000
04/01/2018	Houston, City of (Utility System)	Comb Util Sys First Lien Rev Bds Ser 2018A	64,680,000
05/01/2018	North Texas Municipal Water Dist (Waterworks System)	W Sys Rev Bds Ser 2018	800,000,000
05/14/2018	Ranger, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Taxable Ser 2018B	420,000
05/14/2018	Ranger, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2018A	570,000
05/15/2018	Cisco, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2018B	1,550,000
05/15/2018	Cisco, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2018A	4,565,000
05/15/2018	Hurst, City of (General Obligation Debt)	Tax & WW & SS (Surplus Pledge) Rev C/O Ser 2018	1,360,000
05/15/2018	Valley MUD # 2 (General Obligation Debt)	Comb U/L Tax & WW & SS Rev Bds Ser 2018A	3,730,000
05/15/2018	Valley MUD # 2 (General Obligation Debt)	Comb U/L Tax & WW & SS Rev Bds Ser 2018B	1,495,000
06/01/2018	San Juan, City of (Waterworks & Sewer System)	WW & SS Rev Bds Ser 2018	1,270,000
06/15/2018	Mason, City of (General Obligation Debt)	Comb Tax & Surplus Rev C/O Ser 2018	990,000
07/15/2018	Farwell, City of (General Obligation Debt)	Comb Tax & WW & SS Surplus Rev C/O Ser 2018	1,500,000
08/01/2018	Lawn, City of (General Obligation Debt)	Comb Tax & WW & SS Surplus Rev C/O Ser 2018	885,000
09/01/2018	Houston, City of (General Obligation Debt)	Pub Imp Bds Ser 2018A	44,065,000
10/01/2018	Bangs, City of (General Obligation Debt)	Comb Tax & Rev C/O Ser 2018	1,760,000
10/15/2018	McAllen, City of (Waterworks & Sewer System)	WW & SS Rev Bds Ser 2018C	6,900,000
10/15/2018	McAllen, City of (Waterworks & Sewer System)	WW & SS Rev Bds Ser 2018B	12,000,000
10/15/2018	McAllen, City of (Waterworks & Sewer System)	WW & SS Rev Bds Ser 2018A	7,000,000
10/15/2018	North Texas Municipal Water Dist (Waterworks System)	W Sys Rev Bds Ser 2018A	530,985,000
10/15/2018	Sabine River Auth (Gulf Coast Division)	W Supply Sys Rev Bds Taxable Ser 2018	33,310,000
11/01/2018	Upper Trinity Regional Water Dist (Reg Treated Water Supply Sys)	Reg Treated Water Supply Sys Rev Bds Ser 2018	7,590,000
11/01/2018	Houston, City of (Utility System)	Comb Util Sys Sub Lien Rev Bds Ser 2018F	170,265,000

MUNICIPAL ADVISORY AGREEMENT

This Municipal Advisory Agreement (the “Agreement”) is made and entered into by and between _____ (the “Issuer”) and Hilltop Securities Inc. (“HilltopSecurities”), and is dated, and shall be effective as of, the date executed by the Issuer as set forth on the signature page hereof (the “Effective Date”).

WITNESSETH:

WHEREAS, the Issuer will have under consideration from time to time the authorization and issuance of municipal securities, including but not limited to the issuance and sale of evidences of indebtedness and application and funding of grants and or principal forgiveness financing amounts and forms which cannot presently be determined or debt obligations that may currently or in the future be authorized and issued or otherwise created or assumed by the Issuer, in amounts and forms which cannot presently be determined; and

WHEREAS, in connection with the authorization, sale, issuance and delivery of such municipal securities, and application and funding of grants and or principal forgiveness financing, as well as in connection with any matters relating to municipal financial products of the Issuer, the Issuer desires to retain a municipal advisor; and

WHEREAS, the Issuer desires to obtain the professional services of HilltopSecurities as a municipal advisor to advise the Issuer regarding the issuance of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as a municipal advisor in connection with the Issuer’s issuances of municipal securities and any municipal financial products, all as more fully described herein, during the period in which this Agreement shall be effective.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I SCOPE OF SERVICES

A. Scope of Services and Discharge of Responsibilities.

1. *Scope of Services.*

(a) HilltopSecurities is engaged by the Issuer as its municipal advisor to provide the services set forth in Appendix A hereto (the “Municipal Advisory Services”). The Municipal Advisory Services, together with any services to be provided by HilltopSecurities as the Issuer’s independent registered municipal advisor (“IRMA”) pursuant to subparagraph B.1 of this Section I, are hereinafter collectively referred to as the “Scope of Services” hereunder. The Scope of Services to be provided by HilltopSecurities may be changed only as provided in paragraph D of this Section I.

(b) If the Issuer engages HilltopSecurities or any of its affiliates, in a capacity other than as municipal advisor, to provide additional services that are not municipal advisory activities (“Non-Municipal Advisor Services”), such engagement for Non-Municipal Advisor Services shall be evidenced by a separate agreement between the Issuer and such party. The parties hereto acknowledge that such Non-Municipal Advisor Services shall not be governed by this Agreement and are intended to consist of activities not requiring registration as a municipal advisor under the Securities Exchange Act.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether in regard to all or any portion of the Municipal Advisory Services or for any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, as described in clause (c) of subparagraph B.1 of this Section I.

2. ***Inquiries and Information in Connection with HilltopSecurities' Duties.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make recommendations to the Issuer or to review recommendations made by others to the Issuer, and in connection therewith to determine whether such recommendations are suitable for the Issuer, in order to fulfill its duties with respect to such recommendations and any associated suitability determinations, HilltopSecurities is required under applicable regulations to make reasonable inquiries of the Issuer as to the relevant facts. Such facts include, at a minimum, information regarding the Issuer's financial situation and needs, objectives, tax status, risk tolerance, liquidity needs, experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended, financial capacity to withstand changes in market conditions during the term of the municipal financial product or the period that municipal securities to be issued in the municipal securities transaction are reasonably expected to be outstanding, and any other material information known by HilltopSecurities about the Issuer and the municipal securities transaction or municipal financial product. In addition, HilltopSecurities is required under applicable regulations to use reasonable diligence to know the essential facts about the Issuer and the authority of each person acting on behalf of the Issuer so as to effectively service HilltopSecurities' municipal advisory relationship with the Issuer, to act in accordance with any special directions from the Issuer, to understand the authority of each person acting on behalf of the Issuer, and to comply with applicable laws, regulations and rules.

Accordingly, the Issuer hereby agrees to provide accurate and complete information reasonably designed to permit HilltopSecurities to fulfill its responsibilities in connection with any such recommendations and suitability determinations and to provide to HilltopSecurities reasonable access to relevant documents and personnel in connection with its required investigation to determine that any recommendations are not based on materially inaccurate or incomplete information. The Issuer acknowledges that HilltopSecurities may not be able to make requested recommendations or suitability determinations if it is not provided access to such information and that the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer in connection with a recommendation or suitability determination made by HilltopSecurities based on materially inaccurate or incomplete information provided by the Issuer.

3. ***Actions Independent of or Contrary to Advice.*** The parties hereto acknowledge that the Issuer shall not be required to act in accordance with any advice or recommendation provided by HilltopSecurities to the Issuer. Upon providing such advice or recommendation to the Issuer, together with the basis for such advice or recommendation, HilltopSecurities shall have discharged its duties with regard to such advice or recommendation and shall not be liable for any financial or other damages resulting from the Issuer's election not to act in accordance with such advice or recommendation. Furthermore, the Issuer shall be estopped from claiming a violation of HilltopSecurities' fiduciary duty to the Issuer as a result of its election not to act in accordance with any advice or recommendation by HilltopSecurities, including but not limited to any claim that HilltopSecurities should have taken steps, in addition to providing its advice or recommendation together with the basis therefor, to cause the Issuer to follow its advice or recommendation.

4. ***Preparation of Official Statement in Connection with Issuance of Municipal Securities.*** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to assist the Issuer

in the preparation of its official statement in connection with the issuance of municipal securities, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities reasonably designed to permit HilltopSecurities to fulfill its responsibility to have a reasonable basis for any information HilltopSecurities provides about the Issuer, its financial condition, its operational status and its municipal securities in connection with the preparation of the official statement. While HilltopSecurities may participate in the due diligence process in connection with the preparation of the official statement, if such participation is within the Scope of Services, HilltopSecurities shall not be obligated to undertake any inquiry or investigation in connection with such due diligence beyond any inquiries or investigations otherwise required by this Agreement. Furthermore, HilltopSecurities shall not be responsible for certifying the accuracy or completeness of the official statement, other than with respect to information about HilltopSecurities provided for inclusion in the official statement, if applicable. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

5. **Representations and Certifications.** If and to the extent provided in the Scope of Services, HilltopSecurities is called upon to make representations and certifications with regard to certain aspects of matters pertaining to the Issuer, its municipal securities or municipal financial products arising as part of the Municipal Advisory Services to be provided pursuant to this Agreement, the Issuer hereby agrees to provide accurate and complete information to HilltopSecurities as may be reasonably necessary or otherwise helpful to HilltopSecurities in fulfilling its responsibility to have a reasonable basis for any representations, other than representations by HilltopSecurities regarding itself, made in a certificate signed by HilltopSecurities that may be relied upon by the Issuer, any other party involved in any matter arising as part of the Municipal Advisory Services, or investors in the Issuer’s municipal securities. The Issuer agrees that HilltopSecurities may rely on any information provided to it by the Issuer for purposes of this paragraph.

B. Services as Independent Registered Municipal Advisor.

1. ***Designation as IRMA and Scope of Designation.***

(a) Subject to clause (b) of this subparagraph B.1, if the Issuer elects to designate HilltopSecurities, and HilltopSecurities agrees to represent the Issuer, as the Issuer’s IRMA for purposes of Securities Exchange Commission (“SEC”) Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”) with respect to the Municipal Advisory Services, HilltopSecurities will treat such role as IRMA as within the scope of Municipal Advisory Services. Any reference to HilltopSecurities, its personnel and its role as IRMA in the written representation of the Issuer contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) shall be subject to prior approval by HilltopSecurities.

If there are any other aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services with respect to which the Issuer seeks to have HilltopSecurities serve as its IRMA, such aspects, which are separate and distinct from Municipal Advisory Services for purposes of this Agreement, shall be included in Appendix A hereto and may be changed only as provided in paragraph D of this Section I. HilltopSecurities’ duties as IRMA shall be strictly limited to the provision of advice to the Issuer with regard to third-party recommendations on any aspects of the issuance of municipal securities or municipal financial products outside the scope of the Municipal Advisory Services, subject to subparagraph B.3 of this Section I, and the provision of advice by HilltopSecurities to the Issuer with respect to such matters shall not result in a change in scope of the Municipal Advisory Services. By way of example, if HilltopSecurities serves as municipal advisor for an issuance of municipal securities within the scope of Municipal Advisory Services, but is asked to review a recommendation made by a third party with respect to a different issuance of municipal securities not within

the scope of Municipal Advisory Services, any advice with respect to such review would not, by itself, cause such other issuance to come within the scope of Municipal Advisory Services, and HilltopSecurities would not be obligated to undertake any of the services set forth in Appendix A with regard to such issuance unless the scope of Municipal Advisory Services hereunder is amended to include such issuance.

(b) If the Issuer elects not to designate HilltopSecurities to serve as an IRMA for purposes of the IRMA exemption with respect to the Municipal Advisory Services, or if the Issuer elects to designate HilltopSecurities to serve as IRMA for less than the full range of Municipal Advisory Services, such election shall be set forth in Appendix A.

(c) The Issuer shall provide written notice to HilltopSecurities of any other municipal advisor engaged by the Issuer, whether such other municipal advisor has been designated as an IRMA, and such notice shall include the scope of services of such municipal advisor. If the Issuer has engaged, or has caused HilltopSecurities to engage through subcontract, any other party to serve as municipal advisor to the Issuer with regard to all or any portion of the Municipal Advisory Services (“Joint Municipal Advisory Services”), whether engaged jointly with or separately from HilltopSecurities (a “Co-Municipal Advisor”), the Issuer agrees that such Co-Municipal Advisor shall not be entitled to treat HilltopSecurities as an IRMA with respect to the Joint Municipal Advisory Services. Notwithstanding the preceding sentence, the Issuer may seek to have HilltopSecurities provide advice on any recommendation made by a Co-Municipal Advisor with regard to matters within the scope of Joint Municipal Advisory Services on the same terms as set forth in subparagraph B.3 of this Section I, provided that any such advice provided by HilltopSecurities shall not serve to eliminate or reduce such Co-Municipal Advisor’s fiduciary or other duties as municipal advisor to the Issuer.

2. **HilltopSecurities Not Responsible for Independence from Third Parties.** Notwithstanding HilltopSecurities’ status as an IRMA, HilltopSecurities shall not be responsible for ensuring that it is independent, within the meaning of the IRMA exemption as interpreted by the SEC, from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption or for otherwise ensuring that any such party not be treated as a municipal advisor for purposes of Section 15B of the Securities Exchange Act or any SEC or Municipal Securities Rulemaking Board (“MSRB”) rule thereunder. The Issuer expressly acknowledges that it is the responsibility of such other party to make its own determination of independence and that such other party shall not be entitled to cause HilltopSecurities to make any personnel changes to allow such party to qualify for the IRMA exemption.

3. **Recommendations Provided by Third Parties Relying on IRMA Exemption.** The Issuer agrees that, to the extent the Issuer seeks to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, the Issuer shall provide to HilltopSecurities written direction to provide advice with regard to such third party recommendation as well as any information it has received from such third party. In connection therewith, HilltopSecurities shall be authorized to communicate with such third party as necessary or appropriate in order for HilltopSecurities to have the information it needs to provide informed advice to the Issuer with regard to such recommendation. HilltopSecurities shall provide to the Issuer recommendations it receives directly from any third party but shall not be required to provide advice to the Issuer with regard to any such recommendation unless the Issuer has provided to HilltopSecurities the written direction as described above in this subparagraph B.3.

Except as may be otherwise expressly provided in writing by HilltopSecurities, no recommendation by a third-party (including but not limited to a Co-Municipal Advisor) shall be deemed to be a

recommendation by HilltopSecurities, and the failure by HilltopSecurities to specifically address any aspect of a third-party recommendation shall not be viewed as HilltopSecurities having implicitly accepted or approved such aspect of the recommendation or otherwise having adopted the recommendation or any aspect thereof as its own recommendation. Furthermore, the Issuer agrees that, to the extent the Issuer does not seek to have HilltopSecurities provide advice with regard to any recommendation made by a third party relying on the IRMA exemption, HilltopSecurities shall not be required to provide any advice with regard to such recommendation notwithstanding any information it may have received from such third party. HilltopSecurities may rely on the absence of the Issuer’s written direction to provide advice with regard to a third party recommendation as indicative that the Issuer does not seek to have HilltopSecurities provide such advice.

C. Limitations on Scope of Engagement.

1. ***Express Limitations.*** The Scope of Services with respect to HilltopSecurities’ engagement as municipal advisor shall be solely as provided in paragraphs A and B of this Section I and Appendix A of this Agreement, subject to the express limitations set forth in this paragraph C. The failure of the parties hereto to set out any particular service or responsibility, or any particular type or aspect of the issuance of municipal securities or municipal financial products, within the express limitations in this paragraph C shall not, by its omission, cause such service, responsibility or product to be within the scope of this engagement if not contemplated by the mutual agreement of the parties hereto or if not reasonably viewed as encompassed by the description of the Municipal Advisory Services set forth in this Agreement.

2. ***Limitation as to Matters Within Then-Current Scope of Engagement.*** It is expressly understood that HilltopSecurities serves as municipal advisor to the Issuer only with respect to the matters, and with respect to specific aspects of matters, within the then-current Scope of Services. The Issuer acknowledges that HilltopSecurities is not a municipal advisor to the Issuer with respect to matters expressly excluded from such Scope of Services as set forth in this paragraph C or matters otherwise not within the Scope of Services as set forth in paragraphs A and B of this Section I and Appendix A hereto. Without limiting the generality of the preceding sentence, the parties hereto agree that HilltopSecurities’ service as municipal advisor for one issuance of municipal securities would not result in HilltopSecurities being a municipal advisor to the Issuer for any other issuances of municipal securities if such other issuances are not within the Scope of Services. It is expressly understood that HilltopSecurities shall be municipal advisor with respect to a particular issuance of municipal securities or a particular municipal financial product beginning on the earlier of (a) the date on which HilltopSecurities is assigned to serve or is otherwise put on notice by the Issuer that it will serve as municipal advisor for such particular matter or (b) the date on which HilltopSecurities first provides advice to the Issuer with respect to such particular matter, and it is further understood that HilltopSecurities shall not be deemed to be a municipal advisor to the Issuer with respect to any such particular matter prior to such date merely due to the fact that the matter falls within the general description of the Scope of Services.

3. ***Transactions and Services Outside Scope of Engagement.*** To the extent that the Issuer engages in any transaction with HilltopSecurities, or any affiliate of HilltopSecurities, as principal relating to municipal securities (including but not limited to as underwriter for the issuance of municipal securities) or municipal financial products that are not within the Scope of Services and with respect to which HilltopSecurities does not in fact provide advice other than as permitted within the exceptions and exclusions of SEC Rule 15Ba1-1, the Issuer agrees that it would not view HilltopSecurities as serving as its municipal advisor with respect to such transaction or any related issuance of municipal securities or municipal financial product. In addition, as noted in clause (b) of subparagraph A.1 of this Section I, the Issuer understands that Non-Municipal Advisor Services are outside the scope of this engagement.

4. **Issuer Consent to Limitation in Scope.** The Issuer expressly consents to the limitations in scope of the engagement as described in this paragraph C.

D. Change in Scope of Services. The scope of services to be provided by HilltopSecurities, whether within or outside of the scope of the Municipal Advisory Services, may be changed only by written amendment to Appendix A, and the parties hereto agree to amend such appendix promptly to reflect any material changes or additions to the scope of such services, as applicable. Furthermore, the parties hereto agree to amend paragraph C of this Section I to reflect any material changes or additions to the limitations on the overall Scope of Services.

The parties hereto agree that if, on an infrequent or inadvertent basis, HilltopSecurities takes any actions for or on behalf of the Issuer that constitute municipal advisory activities within the meaning of MSRB Rule G-42(f)(iv) but which are not within the Scope of Services under this Agreement, such actions shall not, by themselves, serve to change the Scope of Services under this Agreement without a written amendment as provided in this paragraph. Furthermore, to the extent that any such activities not within the Scope of Services under this Agreement consists of inadvertent advice provided with respect to the issuance of municipal securities or municipal financial products that are not within the Scope of Services under this Agreement, HilltopSecurities may take such action, if any, as it deems appropriate pursuant to Supplementary Material .07 of MSRB Rule G-42 with respect to such inadvertent advice, to maintain the Scope of Services under this Agreement consistent with the intent of the parties hereto.

Amendments to Appendix A may be effected by replacement of the prior version of the appendix with a new version or by the addition of an addendum to such appendix, provided that any such amended appendix shall be dated as of its effective date and shall cause Appendix A, taken together with the provisions of this Section I, to clearly set forth the then-current scope of HilltopSecurities' engagement hereunder and any limitations to such scope.

E. Non-Municipal Advisory Activities Related to Scope of Services. The Scope of Services under this Agreement is intended to encompass activities subject to the provisions of Securities Exchange Act Section 15B and the rules of the SEC and MSRB thereunder relating to municipal advisory activities. However, the Issuer and HilltopSecurities acknowledge that in some cases the range of activities necessary or appropriate to provide the intended services hereunder in a fair, effective and efficient manner for the benefit of the Issuer may involve a combination of actions that consist of municipal advisory activities and actions that may not qualify as municipal advisory activities. Unless otherwise prohibited by Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder, the fact that HilltopSecurities serves as municipal advisor to the Issuer in connection with a particular matter shall not prohibit HilltopSecurities from undertaking such necessary or appropriate non-municipal advisory activities in connection therewith, and the fact that HilltopSecurities undertakes such non-municipal advisory activities within the Scope of Services under this Agreement would not, by itself, cause such activities to become municipal advisory activities for purposes Securities Exchange Act Section 15B or any rule of the SEC or MSRB thereunder.

**SECTION II
TERM AND TERMINATION**

A. Term of this Engagement. The term of this Agreement begins on the Effective Date and ends, unless terminated pursuant to paragraph B of this Section II, on the last day of the month in which the fifth anniversary date of the Effective Date shall occur (the "Original Termination Date"). Unless

HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of the Original Termination Date that this Agreement will not be renewed, this Agreement will be automatically renewed on the Original Termination Date for an additional one (1) year period and thereafter will be automatically renewed on each anniversary date of the Original Termination Date for successive one (1) year periods unless HilltopSecurities or the Issuer shall notify the other party in writing at least thirty (30) days in advance of such successive anniversary date.

B. Termination of this Engagement. This Agreement may be terminated with or without cause by the Issuer or HilltopSecurities upon the giving of at least thirty (30) days' prior written notice to the other party of its intention to terminate, specifying in such notice the effective date of such termination. In the event of such termination, it is understood and agreed that only the amounts due HilltopSecurities for services provided and expenses incurred to the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement.

**SECTION III
COMPENSATION, EXPENSES, LIABILITY
AND OTHER FINANCIAL MATTERS**

A. Compensation. The fees due to HilltopSecurities for the Municipal Advisory Services and any other services set forth in Appendix A hereto shall be as provided in **Appendix B** hereto. The Issuer has agreed to the compensation arrangements set forth in Appendix B and believes that they are reasonable and not excessive. If at any time the Issuer becomes concerned that, notwithstanding its initial belief that the compensation arrangements set forth in this Agreement are reasonable, the actual amount of compensation to be paid in accordance with such arrangements for any particular matter during the course of this engagement may potentially become excessive, the Issuer shall immediately notify HilltopSecurities in writing of its concern in that regard.

B. Expenses. HilltopSecurities shall be entitled to reimbursement of expenses incurred in connection with any services provided hereunder as set forth in Appendix B.

C. Third-Party Payments. The Issuer agrees that any request it makes to HilltopSecurities to make payments to any third party on its behalf (other than with any underwriter), whether pursuant to a fee-splitting arrangement or otherwise, shall be in writing and shall set forth the name of the recipient, the amount of payment, and a brief statement of the purpose of such payment. The Issuer agrees that the counter signature by HilltopSecurities of any such written request shall be satisfactory disclosure of such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(e)(i)(D) and shall, in the case of any such arrangements made after the Effective Date, serve as satisfactory written disclosure of any conflict of interest arising from such third-party payment or fee-splitting arrangement for purposes of MSRB Rule G-42(b)(i)(D) and (c)(ii).

D. No Custody of Issuer Funds. This engagement does not contemplate that HilltopSecurities receive deposit of or maintain custody of the Issuer's funds unless otherwise provided in Appendix A hereto.

E. Limitation on Liability. In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of HilltopSecurities or any of its associated persons, HilltopSecurities and its associated persons shall have no liability to the Issuer for any act or omission in the course of, or connected with, rendering services hereunder or for any error of judgment,

mistake of law, or any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment.

**SECTION IV
REQUIRED DISCLOSURES**

A. Disclosure of Conflicts of Interest and Information Regarding Legal or Disciplinary Events.

The Issuer hereby acknowledges receipt of, and has read and understands the content of, the Municipal Advisor Disclosure Statement, attached hereto as **Appendix C**, current as of the date of this Agreement, setting forth disclosures by HilltopSecurities of material conflicts of interest (the “Conflict Disclosures”), if any, and of any legal or disciplinary events required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii). The Conflict Disclosures also describe how HilltopSecurities addresses or intends to manage or mitigate any disclosed conflicts of interest, as well as the specific type of information regarding, and the date of the last material change, if any, to the legal and disciplinary events required to be disclosed on Forms MA and MA-I filed by HilltopSecurities with the SEC.

B. Waiver of Disclosed Conflicts of Interest. By executing this Agreement, the Issuer hereby waives any conflicts of interest disclosed by HilltopSecurities in the Conflict Disclosures as of the date of this Agreement.

C. Consent to Electronic Delivery of Disclosures. By executing this Agreement, the Issuer consents, for the full term of this Agreement, to the electronic delivery of the Conflict Disclosures at no cost to the Issuer, in lieu of delivery of hard copy. The Conflict Disclosures may be delivered by email to the Issuer at _____, or at such other email address as the Issuer may hereafter provide in writing to HilltopSecurities.

**SECTION V
MISCELLANEOUS**

A. Choice of Law. This Agreement shall be construed and given effect in accordance with the laws of the State of Texas.

B. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

C. Entire Agreement. This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by all parties hereto, subject to the provisions of paragraph D of Section I hereof.

Signature page follows

**APPENDIX A
MUNICIPAL ADVISORY SERVICES**

This Appendix A sets out the scope of the Municipal Advisory Services to be performed by HilltopSecurities pursuant to the Agreement, subject to the limitations in scope set out in paragraph C of Section I of the Agreement, and with the understanding that:

(a) Individual actions taken within this scope shall be consistent with any request or direction provided by an authorized representative of the Issuer or as HilltopSecurities determines to be necessary or appropriate in furtherance of any matter for which it serves as municipal advisor. However, not all listed activities will be appropriate, necessary or applicable to any particular matter subject to this Agreement.

(b) For purposes of this Agreement, an issuance of municipal securities (an "issuance") shall encompass any and all stages in the life of an issuance, from the pre-issuance planning stage to the repayment stage.

I. New Issuances of Municipal Securities. At the direction of or upon the request of the Issuer, HilltopSecurities shall provide advice to the Issuer on any new issuances, including reofferings of outstanding issuances that are treated for purposes of the federal securities laws and/or federal tax laws as new issuances, throughout the term of this Agreement. The activities to be performed by HilltopSecurities may include, depending on the specific circumstances of an issuance and any request or direction of the Issuer, one or more of the following:

Planning for New Issuance

1. ***Survey and Analysis.*** Surveying the financial resources of the Issuer in connection with its capacity to authorize, issue and service the contemplated issuance. This survey would be expected to include an analysis of any existing debt structure as compared with the existing and projected sources of revenues which may be pledged to secure payment of debt service and, where appropriate, would include a study of the trend of the assessed valuation, taxing power and present and future taxing requirements of the Issuer. In the event revenues of existing or projected facilities operated by the Issuer are to be pledged to repayment of the contemplated issuance, the survey would be expected to take into account any outstanding indebtedness payable from such revenues, additional revenues to be available from any proposed rate increases, and additional revenues resulting from improvements to be financed by the contemplated issuance, as projected by consulting engineers engaged by the Issuer.

2. ***Future Financings.*** In connection with the contemplated issuance, considering and analyzing future financing needs as projected by the Issuer's staff and consulting engineers or other experts, if any, engaged by the Issuer.

3. ***Recommendations.*** Making recommendations to the Issuer on the contemplated issuance, including such elements as the date of issue, interest payment dates, schedule of principal maturities, options for prepayment, security provisions, and such other provisions as may be appropriate.

4. ***Market Information.*** Advising the Issuer of HilltopSecurities' view of current bond market conditions, other related forthcoming bond issues and general information (including

APPENDIX C MUNICIPAL ADVISOR DISCLOSURE STATEMENT

This disclosure statement (“Conflict Disclosures”) is provided by **Hilltop Securities Inc.** (“the Firm”) to you (the “Client”) in connection with our current municipal advisory agreement, (“the Agreement”). These Conflict Disclosures provide information regarding conflicts of interest and legal or disciplinary events of the Firm that are required to be disclosed to the Client pursuant to MSRB Rule G-42(b) and (c)(ii).

PART A – Disclosures of Conflicts of Interest

MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Material Conflicts of Interest – The Firm makes the disclosures set forth below with respect to material conflicts of interest in connection with the Scope of Services under the Agreement with the Firm, together with explanations of how the Firm addresses or intends to manage or mitigate each conflict.

General Mitigations – As general mitigations of the Firm’s conflicts, with respect to all of the conflicts disclosed below, the Firm mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty to Client in performing all municipal advisory activities for Client. This duty of loyalty obligates the Firm to deal honestly and with the utmost good faith with Client and to act in Client’s best interests without regard to the Firm’s financial or other interests. In addition, because the Firm is a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of the Firm is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to its fiduciary duty. Furthermore, the Firm’s municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of the Firm potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

I. Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm’s advisory activities within the Scope of Services outlined in the Agreement. Hilltop Securities Asset Management (HSAM), a SEC-registered affiliate of the Firm, provides post issuance services including arbitrage rebate and treasury management. The Firm’s arbitrage team verifies rebate and yield restrictions on the investments of bond proceeds on behalf of clients in order to meet IRS restrictions. The treasury management division performs portfolio management/advisor services on behalf of public sector clients. The Firm, through affiliate Hilltop Securities Asset Management (HSAM), provides a multi-employer trust tailor-made for public entities which allows them to prefund Other Post-Employment Benefit liabilities. The Firm has a structured products desk that provides advice to help clients mitigate risk through investment management, debt management and commodity price risk management products. These products consist of but are not limited to swaps (interest rate, currency, commodity), options, repos, escrow structuring and other securities. Continuing Disclosure services provided by the Firm work with issuers to assist them in meeting disclosure requirements set forth in SEC rule 15c2-12. Services include but are not limited to ongoing maintenance of issuer compliance, automatic tracking of issuer’s annual filings and public notification of material events. The Firm administers government investment pools. These programs offer governmental entities

investment options for their cash management programs based on the entities specific needs. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

II. PlainsCapital Bank Affiliate Conflict. The Firm, directly and through affiliated companies, provides or may provide services/advice/products to or on behalf of clients that are related to the Firm's advisory activities within the Scope of Services outlined in the Agreement. Affiliate, PlainsCapital Bank, provides banking services to municipalities including loans and custody. The Firm and the aforementioned affiliate's business with a client could create an incentive for the Firm to recommend to a client a course of action designed to increase the level of a client's business activities with the affiliates or to recommend against a course of action that would reduce or eliminate a client's business activities with the affiliates. This potential conflict is mitigated by the fact that the Firm and affiliates are subject to their own comprehensive regulatory regimes.

III. Other Municipal Advisor or Underwriting Relationships. The Firm serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, the Firm serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to Client. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, the Firm could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of the Firm to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that the Firm serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair the Firm's ability to fulfill its regulatory duties to Client.

IV. Secondary Market Transactions in Client's Securities. The Firm, in connection with its sales and trading activities, may take a principal position in securities, including securities of Client, and therefore the Firm could have interests in conflict with those of Client with respect to the value of Client's securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, the Firm or its affiliates may submit orders for and acquire Client's securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own account or for the accounts of its customers. This activity may result in a conflict of interest with Client in that it could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing of Client's bond in the marketplace. Any such conflict is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that such investment activities would have an impact on the services provided by the Firm to Client under this Agreement.

V. Broker-Dealer and Investment Advisory Business. The Firm is dually registered as a broker-dealer and an investment advisor that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which

may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities of Client, may be undertaken on behalf of, or as counterparty to, Client, personnel of Client, and current or potential investors in the securities of Client. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with those of Client, such as when their buying or selling of Client's securities may have an adverse effect on the market for Client's securities, and the interests of such other clients could create the incentive for the Firm to make recommendations to Client that could result in more advantageous pricing for the other clients. Furthermore, any potential conflict arising from the firm effecting or otherwise assisting such other clients in connection with such transactions is mitigated by means of such activities being engaged in on customary terms through units of the Firm that operate independently from the Firm's municipal advisory business, thereby reducing the likelihood that the interests of such other clients would have an impact on the services provided by the Firm to Client.

VI. Compensation-Based Conflicts. Fees that are based on the size of the issue are contingent upon the delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present a conflict because it could create an incentive for the Firm to recommend unnecessary financings or financings that are disadvantageous to Client, or to advise Client to increase the size of the issue. This conflict of interest is mitigated by the general mitigations described above.

Fees based on a fixed amount are usually based upon an analysis by Client and the Firm of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by the Firm. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, the Firm may suffer a loss. Thus, the Firm may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest is mitigated by the general mitigations described above.

Hourly fees are calculated with, the aggregate amount equaling the number of hours worked by Firm personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest if Client and the Firm do not agree on a reasonable maximum amount at the outset of the engagement, because the Firm does not have a financial incentive to recommend alternatives that would result in fewer hours worked. This conflict of interest is mitigated by the general mitigations described above.

PART B – Disclosures of Information Regarding Legal Events and Disciplinary History

MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, the Firm sets out below required disclosures and related information in connection with such disclosures.

I. Material Legal or Disciplinary Event. The Firm discloses the following legal or disciplinary events that may be material to Client's evaluation of the Firm or the integrity of the Firm's management or advisory personnel:

- For related disciplinary actions please refer to the Firm's [BrokerCheck](#) webpage.

- The Firm self-reported violations of SEC Rule 15c2-12: Continuing Disclosure. The Firm settled with the SEC on February 2, 2016. The firm agreed to retain independent consultant and adopt the consultant's finding. Firm paid a fine of \$360,000.
- The Firm settled with the SEC in matters related to violations of MSRB Rules G-23(c), G-17 and SEC rule 15B(c) (1). The Firm disgorged fees of \$120,000 received as financial advisor on the deal, paid prejudgment interest of \$22,400.00 and a penalty of \$50,000.00.
- The Firm entered into a Settlement Agreement with Rhode Island Commerce Corporation. Under the Settlement Agreement, the firm agreed to pay \$16.0 million to settle any and all claims in connection with The Rhode Island Economic Development Corporation Job Creation Guaranty Program Taxable Revenue Bond (38 Studios, LLC Project) Series 2010, including the litigation thereto. The case, filed in 2012, arose out of a failed loan by Rhode Island Economic Development Corporation. The firm's predecessor company, First Southwest Company, LLC, was one of 14 defendants. HilltopSecurities' engagement was limited to advising on the structure, terms, and rating of the underlying bonds. Hilltop settled with no admission of liability or wrongdoing.
- On April 30, 2019, the Firm entered into a Settlement Agreement with Berkeley County School District of Berkeley County, South Carolina. The case, filed in March of 2019, arose in connection with certain bond transactions occurring from 2012 to 2014, for which former employees of Southwest Securities, Inc., a predecessor company, provided financial advisory services. The Firm agreed to disgorge all financial advisory fees related to such bond transactions, which amounted to \$822,966.47, to settle any and all claims, including litigation thereto. Under the Settlement Agreement, the Firm was dismissed from the lawsuit with prejudice, no additional penalty, and with no admission of liability or wrongdoing.
- From July 2011 to October 2015, Hilltop failed to submit required MSRB Rule G-32 information to EMMA in connection with 122 primary offerings of municipal securities for which the Firm served as placement agent. During the period January 2012 to September 2015, the Firm failed to provide MSRB Rule G-17 letters to issuers in connection with 119 of the 122 offerings referenced above. From October 2014 to September 2015, the Firm failed to report on Form MSRB G-37 that it had engaged in municipal securities business as placement agent for 45 of these 122 offerings. This failure was a result of a misunderstanding by one branch office of Southwest Securities. Hilltop discovered these failures during the merger of FirstSouthwest and Southwest Securities and voluntarily reported them to FINRA. The Firm paid a fine of \$100,000 for these self-reported violations.
- In connection with a settlement on July 9, 2021, the U.S. Securities and Exchange Commission found that, between January 2016 and April 2018, the Firm bought municipal bonds for its own account from another broker-dealer and that, on occasion during that time period, the other broker-dealer mischaracterized the Firm's orders when placing them with the lead underwriter. The SEC found that, among other things, the Firm lacked policies and procedures with respect to how stock orders were submitted for new issues bonds to third parties, including the broker-dealer that mischaracterized the Firm's orders. The SEC found violations of MSRB Rules G-27, G-17, and SEC rule 15B(c)(1) and a failure to reasonably supervise within the meaning of Section 15(b)(4)(E) of the Securities Exchange Act of

1934. The Firm was censured and ordered to pay disgorgement of \$206,606, prejudgment interest of \$48,587 and a penalty of \$85,000.

II. How to Access Form MA and Form MA-I Filings. The Firm's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at [Forms MA and MA-I](#). The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by the Firms in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by the Firm on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org/>, and the Firm's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov/>. For purposes of accessing such BrokerCheck reports or Form ADV, click previous hyperlinks.

PART C – MSRB Rule G-10 Disclosure

MSRB Rule G-10 covers Investor and Municipal Advisory Client education and protection. This rule requires that municipal advisors make certain disclosures to all municipal advisory clients. This communication is a disclosure only and does not require any action on your part. The disclosures are noted below.

1. Hilltop Securities Inc. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.
2. You can access the website for the Municipal Securities Rulemaking Board at www.msrb.org
3. The Municipal Securities Rulemaking Board has posted a municipal advisory client brochure. A copy of the brochure is attached to the memo. This link will take to you to the electronic version [MA Client Brochure](#)

PART D – Future Supplemental Disclosures

As required by MSRB Rule G-42, this Municipal Advisor Disclosure Statement may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of the Firm. The Firm will provide Client with any such supplement or amendment as it becomes available throughout the term of the Agreement.

**BOND COUNSEL
REQUEST FOR PROPOSALS
AND
STATEMENTS OF QUALIFICATIONS**

To provide assistance with a possible loan and to provide objective legal opinion with respect to the validity of authorizing and issuing evidences of indebtedness (the “Obligations”) by the City of Breckenridge (the “City”) for capital financing and provide assistance with possible loan, grant or disadvantaged funding through the Texas Water Development Board (“TWDB”) and/or the Environmental Protection Agency (“EPA”). The contract term will be a maximum of three (3) years from the date of execution.

A. INTENT OF PROPOSAL

The City is soliciting Request for Proposals (RFP) and Statement of Qualifications from interested qualified professionals to provide the following: assist in obtaining loan and to provide legal opinion with respect to assessing the viability of authorizing and issuing evidences of indebtedness by the City for capital financing or refinancing; preparation of resolution, indenture or ordinance authorizing and securing the Obligations (the “Ordinance”) and other authorizing documents as necessary. This solicitation is intended to cover any financial assistance received by City from the TWDB for a period of three years following the date of award of any contracts pursuant hereto, whether from the Drinking Water State Revolving Fund, Clean Water State Revolving Fund, Economically Distressed Areas Program or any other financial assistance program administered by the TWDB during said three-year period. The City reserves the right to accept or reject any or all proposals for any reason it finds to be in the best interest of the City.

The City seeks to afford the opportunity for qualified SBE, MBE and WBE firms to propose to provide the services described herein.

B. SCOPE OF SERVICES:

The services to be provided by the Bond Counsel shall include the following duties, as necessary:

- Assist in preparing legal documents in connection with the financing program.
- Render an objective legal opinion with respect to assessing the viability of authorizing and issuing evidences of indebtedness.
- Examine applicable law.
- Prepare the Obligation Order and other authorizing documents.
- Consult with the parties to the transaction prior to the issuance of the Obligations.
- Secure TWDB and Texas Attorney General approval of the Obligations and the registration of the Obligations by the Comptroller of Public Accounts of the State of Texas.
- Review certified proceedings.
- Undertake such additional duties as deemed necessary to render the opinion with respect to each Obligations issue.

C. STATEMENT OF QUALIFICATIONS

The Proposer shall provide a description of the history and background of the firm, identification of the services currently being provided to municipalities in Texas and other information relevant to the provision of Bond Counsel Services.

- 1. General information about the firm.
 - A. Name, address, and telephone number of the firm.
 - B. History of the firm.
 - C. List names and titles of officers of the firm who will be directly responsible for Bond Counsel services.
 - D. Information pertaining to the firm’s compliance with licensing and other requirements.
- 2. References.

List of two (2) references to those listed in #1 above.
- 3. Identify personnel to be assigned responsibility for administering the account (provide resume and location for the individual representatives that the firm will assign to the account).
- 4. List the experience of the individuals assigned to the account with the Texas Water Development Board’s Program (Bond Program) and placement of debt instruments with the Board. Please list the work performed, including the dollar amount of the debt issue or other financing. Please include the names, addresses, and telephone numbers of contact persons.
- 5. Additional services - describe any other service or experience of the firm, which you deem beneficial in acting as Bond Counsel to the City.
- 6. Attach a copy of bond counsel services contract proposed by your firm without fee information.

D. RECEIPT OF PROPOSALS

If your firm is interested in being considered as Bond Counsel for the City, proposals must be received no later than 4:00 PM (local time) on May 3, 2024, at the offices of the City. One (1) copy of the proposal must be sealed and clearly marked on the face of the shipping material “BOND COUNSEL RFP.”

**CONFIDENTIAL: STATEMENT OF QUALIFICATIONS ENCLOSED
BOND COUNSEL SERVICES
ATTENTION: CYNTHIA NORTHRUP, CITY MANAGER
CITY OF BRECKENRIDGE
105 N. ROSE AVENUE
BRECKENRIDGE, TEXAS 76424**

E. SELECTION CRITERIA

The following criteria will be used as a basis for the selection of the Bond Counsel:

- **EXPERIENCE OF PERSONNEL** **35 POINTS**
To assess the background and experience of the personnel in working with Texas Public Finance Entities.
 - **TEAM MEMBERS** **25 POINTS**
To identify the personnel the firm proposes to commit on a day-to-day basis and evaluate the specific qualifications of these individuals.
 - **REFERENCES** **15 POINTS**
To demonstrate client satisfaction and the candidate’s familiarity with municipal issues.
 - **FINANCIAL CONDITION** **15 POINTS**
To demonstrate the firm’s financial condition.
 - **TEXAS WATER DEVELOPMENT BOARD FINANCING PROGRAMS** **10 POINTS**
To provide a preference to firms with experience using the Texas Water Development Board’s Financing Programs.
- TOTAL** **100 POINTS**

F. ADDITIONAL INFORMATION

1. This contract is contingent upon release of funds from the Texas Water Development Board (TWDB).
2. Any contract or contracts awarded under this Invitation for Bid (IFB), or Request for Proposal (RFP) are expected to be funded in part by a loan from the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this IFB, RFQ, or any resulting contract.
3. This contract is subject to the Environmental Protection Agency’s (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) firms. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.
4. Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11.375, and as supplemented in Department of labor regulations 41 CFR; Part 60. Small, minority and women-owned firms are encouraged to submit proposals.



Response to RFP

Statement of Qualifications for Bond Counsel Services to the City of Breckenridge, Texas

600 Congress Ave.
Suite 2150
Austin, Texas 78701
T 512.478.3805
F 512.472.0871

717 North Harwood
Suite 900
Dallas, Texas 75201
T 214.754.9200
F 214.754.9250

Two Allen Center
1200 Smith Street, Suite 1550
Houston, Texas 77002
T 713.980.0500
F 713.980.0510

112 E. Pecan Street
Suite 1310
San Antonio, Texas 78205
T 210.225.2800
F 210.225.2984

COVER LETTER

April 25, 2024

City of Breckenridge, Texas
Attn: Cynthia Northrup, City Manager
105 N. Rose Avenue
Breckenridge, Texas 76424

Ms. Northrup:

On behalf of McCall, Parkhurst & Horton L.L.P. (“McCall,” the “firm,” or “us”), I submit this statement of qualifications for bond counsel services to the City of Breckenridge, Texas (“you” or the “City”).

McCall serves as bond counsel to more issuers of tax-exempt debt than any other law firm in the State of Texas or in the Southwestern United States. Accordingly, we serve as bond counsel to more Texas political subdivisions than any other lawyer or law firm. We are consistently ranked among the top ten bond counsel firms in the United States, as well as the #1 bond counsel firm here in Texas. McCall frequently serves as bond counsel on more bond transactions than any other law firm in the country.

For over 104 years, we have been committed to providing Texas political subdivisions with quality bond counsel services, and we hereby reaffirm our commitment to provide the City with such services to the best of our collective abilities. Investment banks, local and state government agencies, financial advisors and other professionals rely on us daily to guide them through the most basic, and the most complicated, financings in the State of Texas and in the United States. We are confident that our level of service to you will be unmatched.

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

By: 
A. Cooper Anderson

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2. SCOPE; GENERAL INFORMATION ABOUT THE FIRM

NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FIRM

McCall, Parkhurst & Horton L.L.P.
 717 N. Harwood, Suite 900
 Dallas, TX 75201
 (214) 754-9272

HISTORY OF THE FIRM

McCall, Parkhurst & Horton L.L.P. (“McCall” or the “firm”) is a law firm that practices exclusively in the area of public finance law. The law firm was founded in Dallas in 1919, and was the first law firm west of the Mississippi River to render a nationally-accepted bond counsel opinion. Our firm’s founder, John D. McCall, pioneered some of the earliest water legislation and water financing systems in Texas, including serving as bond counsel to the first river authority (Brazos), created in 1929. Beginning in 1946, McCall worked with Gene Spence, Simon Freese, and J.B. Thomas to create the Colorado River Municipal Water District, and McCall served as bond counsel on the financings for O.H. Ivie, E.V. Spence, and J.B. Thomas reservoirs. In 1949, at the request of Governor Allan Shivers, McCall served as Secretary of the newly created Water Code Committee, which was organized to study the water laws of the state and propose new laws to address the state’s growing water shortage. With John’s guidance, the Legislature began to authorize the creation of dozens of regional water districts, including Eastland County Water Supply District, North Texas Municipal Water District, Northeast Texas Municipal Water District, Upper Leon River Municipal Water District, and many others. With McCall’s assistance, the Texas Water Development Board was created by legislative act and constitutional amendment in 1957. McCall served as bond counsel on the first statewide bond election to authorize the issuance of \$200 million in State of Texas General Obligation Water Development Bonds, the proceeds of which would be used to make loans to political subdivisions throughout the state.

Today, McCall stands strong as one of the nation’s leading public finance firms, representing thousands of clients around Texas, as well as in New Mexico and Oklahoma. The firm represents clients as diverse as the Cities of Austin, Dallas, Fort Worth and San Antonio, the Texas Water Development Board, Oklahoma Water Resources Board, The University of Texas System, Dallas Fort Worth International Airport, the Texas Department of Transportation and the Texas Higher Education Coordinating Board. McCall has served large utility clients, including the Texas Municipal Power Authority, the Lower Colorado River Authority, the Trinity River Authority, and the utility systems of Austin, Dallas, Fort Worth and Denton.

Since 2008, The Bond Buyer has annually ranked McCall first in par volume and first in number of issues delivered in Texas by issuers of public securities, as well as in the top ten nationally.

Beginning in 2012, McCall was instrumental in the creation and implementation of the State Water Implementation Fund for Texas (SWIFT), which was approved by voters in a statewide election in 2013. In addition to representing the TWDB itself, our firm has represented many Texas cities, counties, water districts, water supply corporations and other entities in issues sold to the Texas Water Development Board. McCall has garnered seven Southwest Region “Deal of the Year” awards since The

Bond Buyer created the distinction in 2002; leading all of our competitors and outpacing the next closest firm by three.

The following table summarizes the number of transactions and dollar value of public finance issues for which McCall served as bond counsel from 2017 to 2023, as provided by Refinitiv:

2017-2023 McCall Bond Counsel Rankings						
Year	National Ranking			State Ranking		
	Rank	Amount	No. of Issues	Rank	Amount	No. of Issues
2023	4	\$18,207,200,000	353	1	\$17,858,900,000	345
2022	3	\$15,823,800,000	359	1	\$15,807,600,000	354
2021	7	\$14,489,000,000	438	1	\$14,201,700,000	430
2020	2	\$23,345,000,000	493	1	\$23,133,100,000	486
2019	5	\$12,789,600,000	334	1	\$12,586,900,000	327
2018	5	\$10,368,800,000	251	1	\$10,271,500,000	243
2017	5	\$13,210,200,000	385	1	\$13,150,100,000	377

All rankings are based on issues maturing in 13 months or more. Private placements and remarketings are excluded. Principal amounts allocated on a proportionate basis to co-bond counsel. The information shown is from published rankings from Refinitiv.

Texas Dominance

McCall’s dominant presence in public finance is shown not only by its rankings as bond and disclosure counsel, but also by its participation in Texas bond transactions in general. From 2019 to 2023, McCall has served as bond counsel, underwriters’ counsel, disclosure counsel or special tax counsel on over 50% of all bond transactions in Texas in 2023, as set forth in the table below.

2019-2023 Governmental Issues – All Roles					
	Total Principal Issued	McCall as Bond Counsel (or Co-BC)	McCall Market Share as BC (or Co-BC)	McCall as BC, UC, DC or SpTax	Market Share McCall as BC, UC, DC or SpTax
2023	\$59,034,718,000	\$21,228,206,000	35.96%	\$34,803,136,000	58.95%
2022	48,180,652,000	18,977,442,000	39.39%	26,365,772,000	54.72%
2021	52,621,487,000	18,297,299,000	34.77%	25,761,979,000	48.96%
2020	59,509,800,000	23,133,100,000	38.87%	33,019,918,000	55.49%
2019	43,727,700,000	14,089,890,000	32.22%	21,948,534,000	50.19%
Total	\$263,074,357,000	\$95,725,937,000	36.39%	\$141,899,339,000	53.94%

The information shown is compiled from reports of Refinitiv.

SCOPE OF WORK

If engaged by the City, we expect to perform the following duties as bond counsel with respect to the issuance of any debt obligations (Obligations) by the City:

- (a) Prepare all resolutions, ordinances, orders and other instruments pursuant to which the Obligations will be authorized, issued, delivered and secured, in cooperation and upon consultation with the City Commission, its financial advisors and other consultants of the City.

(b) Attend meetings of the City Commission with reference to the authorization and issuance of the Obligations to the extent required or requested.

(c) Cooperate with the City Commission and all other interested parties in the sale of the Obligations to the TWDB.

(d) Supervise the execution of the Obligations, their approval by the Attorney General of Texas and registration by the Comptroller of Public Accounts of Texas, and the delivery thereof to the purchaser, the TWDB.

(e) When so delivered, give our objective approving opinion (our "Legal Opinion") covering the validity of the Obligations and, if applicable, the exemption of interest thereon from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

Our Legal Opinion will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing"). The City will be entitled to rely on our Legal Opinion.

The Legal Opinion will be based on facts and law existing as of its date. In rendering our Legal Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

In this engagement, if the project financing involves the receipt of Principal Forgiveness by the City from the TWDB, we expect to perform the following duties:

(a) Prepare all resolutions, ordinances and other instruments pursuant to which Principal Forgiveness will be authorized, executed and delivered, in cooperation and upon consultation with the City Commission, its financial advisors and other consultants of the City.

(b) Review the grant or Principal Forgiveness agreement and provide comments as necessary or appropriate.

(c) Prepare an escrow agreement and other documentation regarding the escrow of Principal Forgiveness funds and assist the City in engaging a qualified escrow agent.

(d) Coordinate the execution and delivery of various Principal Forgiveness documents and the delivery thereof to the TWDB.

3. STAFF QUALIFICATIONS AND ORGANIZATION EXPERIENCE

The professional staff of McCall, Parkhurst & Horton L.L.P. is composed of the following 33 active attorneys. Each and every attorney practices exclusively in the area of public finance.

<u>Name</u>	<u>Position</u>	<u>Location</u>	<u>Years Experience</u>
Jeffrey A. Leuschel	Partner	Dallas	43
L.E. (Ted) Brizzolara III	Partner	Dallas	43
Thomas K. Spurgeon	Partner	San Antonio	42
Carol D. Polumbo*	Partner	Austin	38
Gregory B. Salinas	Partner	Austin	34
Mark A. Malveaux	Partner	Dallas	31
Clayton S. Binford	Partner	San Antonio	22
Gregory C. Schaecher	Partner	Dallas	27
Richard S. Donoghue, Jr.	Partner	Austin	24
J. Bart Fowler*	Partner	Austin	25
Stefano Taverna	Partner	Dallas	21
Jeff Gulbas	Partner	Dallas	17
Christopher A. Settle	Partner	Dallas	20
Rodolfo Segura Jr	Partner	Dallas	14
Sam M. Gill	Partner	Dallas	16
Clayton Chandler	Partner	Austin	15
Hasan Mack	Partner	Austin	13
Molly E. Carson	Partner	Dallas	13
Lauren S. Ferrero	Partner	San Antonio	10
Nikki Hill	Partner	Houston	10
Abe Benavides	Partner	Dallas	9
Orlando Juarez, Jr.	Partner	San Antonio	13
A. Cooper Anderson	Partner	Dallas	9
M. Clark Kimball	Partner	Dallas	7
Jacqueline Hale	Associate	Austin	5
Ruben Preciado	Associate	Dallas	3
Angela Avila	Associate	Austin	3
Ricardo Ruiz Jr.	Associate	San Antonio	1
Rose Kanusky	Associate	San Antonio	29
Harold T. Flanagan	Of Counsel	Dallas	45
Michael R. Harris	Of Counsel	Houston	23
Jana Cogburn	Of Counsel	Houston	45
Ronald J. Freeman	Of Counsel	Austin	51

*Served as Assistant Attorney General of Texas in the Public Finance Division.

Although the entire firm and its facilities will be available to the City, below are the names, titles, office locations and years of experience in the area of public finance for each of the persons to be primarily responsible for the City's account, followed by brief résumés for each:

<u>Name</u>	<u>Title</u>	<u>Office Location</u>	<u>Experience</u>
Rodolfo Segura Jr	Partner	Dallas	14 years
Stefano J. Taverna	Partner	Dallas	21 Years
A. Cooper Anderson	Partner	Dallas	9 Years

RODOLFO SEGURA JR

Rudy Segura, a partner in the firm’s Dallas office, completed his undergraduate studies at the University of Chicago in 2003 and graduated with honors from the University of Texas School of Law in 2009. While in law school, Rudy served as a law clerk with the Public Finance Division of the Texas Attorney General’s Office, and he joined McCall upon graduation.



Rudy has served as bond counsel and underwriter’s/disclosure counsel for a variety of political subdivisions throughout the State of Texas. Rudy’s representative clients include the Cities of Albany, Anna, Cisco, Eastland, Edgewood, Roscoe, Royse City, San Angelo, and Wolfforth, El Paso County, Borden County, Deaf Smith County, Hood County, Johnson County, and Palo Pinto County, the Angelina and Neches River Authority, Brazos River Authority, Eastland County Water Supply District, Northeast Texas Municipal Water District, and Riverbend Water Resources District. In the past fourteen years, Rudy has worked on over 600 borrowing transactions, totaling over \$7.5 billion dollars in principal amount, by issuers such as cities, counties, school districts, charter school and healthcare organizations, junior college districts, water districts, hospital districts, transportation authorities and state agencies. Rudy has also assisted on several large, complex public finance transactions for entities such as the City of Dallas and its Dallas Water Utilities, the Dallas/Fort Worth International Airport, the North Texas Tollway Authority, and the Texas Department of Transportation.

From 2009 to 2010, Rudy assisted on the issuance of \$310 million of special facility lease revenue bonds by the Love Field Airport Modernization Corporation to renovate Love Field airport, which was recognized by The Bond Buyer as the Southwest Region “Deal of the Year” in 2011. From 2010 through 2016, Rudy helped guide a bankrupt flood control district through a bondholder consent solicitation and, ultimately, a bond election to restructure its ballooning debt, which was recognized by The Bond Buyer as the Small Issuer Deal of the Year for 2016. Also in 2016, Rudy served as sole bond counsel to the City of Panhandle, Texas on the issuance of \$107 million in lease revenue bonds by the City’s economic development corporation to finance the expansion of the only nuclear warhead manufacturing facility in North America, operated by the National Nuclear Security Administration, Department of Energy.

In particular, Rudy is sought after by issuers and engineers across the State of Texas for his guidance in working with the Texas Water Development Board and its various loan programs. In the past 10 years, Rudy has served as bond counsel on over 90 loan and grant transactions with the Texas Water Development Board via the State Revolving Fund programs, State Participation program, SWIFT Program, Flood Infrastructure Fund and Development Fund programs, including loans that involved Disadvantaged funding, Urgent Need funding, Very Small Systems funding, Green funding, and other forms of federal grant funding for water, sewer and storm water projects.

A. COOPER ANDERSON



Cooper Anderson is a partner in the Dallas office of McCall, Parkhurst & Horton L.L.P. Cooper serves as bond counsel, disclosure counsel and underwriters’ counsel in a wide range of public finance transactions.

Prior to joining McCall, Cooper was a member of the public finance departments of large law firms on the East and West Coasts, where he worked on transactions aggregating over \$12 billion of total principal amount issued. Cooper has worked on public finance transactions in Texas, California, Massachusetts, Vermont, Maine, New Hampshire, Washington, D.C., Maryland, Virginia, Colorado, Nevada and Alaska. Cooper’s issuer clients have included an array of cities, towns, counties, states, public utilities, special districts and 501(c)(3) institutions.

Cooper is a graduate of Harvard University (A.L.B.) and Boston College Law School (J.D.). He is admitted to practice law in Texas, Massachusetts and California. Cooper is a member of the American Bar Association and the National Association of Bond Lawyers.

STEFANO J. TAVERNA



Stefano Taverna, a partner of the firm, practices exclusively in the area of federal income taxation of tax-exempt and tax-credit bonds. Stefano provides tax advice to issuers and underwriters regarding tax-exempt bond financings involving new money projects, current and advance refundings, capital and working capital financings, commercial paper issues, and pooled bonds. He guides clients with respect to the structuring of tax-exempt bonds, private activity bonds, qualified school construction bonds, recovery zone bonds, qualified zone academy bonds, and other types of tax-credit bonds. Stefano also represents numerous clients before the IRS in connection with audits of tax-

exempt and tax-credit bonds, Voluntary Compliance Agreements, and other administrative proceedings.

Prior to joining the firm, Stefano was a tax attorney at two law firms with an established Wall Street presence. Stefano has served as bond counsel, underwriters’ counsel and special tax counsel for numerous financing transactions throughout the country. Additionally, Stefano has advised clients on the federal and state tax aspects of domestic and international hedge fund formations and operations, mergers, acquisitions and reorganizations, public and private debt and equity offerings, and general corporate, partnership and investment issues. Stefano has represented numerous clients on swap transactions and has advised tax-exempt entities with regard to the federal and state tax implications related to their formation and operations. Prior to joining private practice, Stefano clerked for the Honorable O’C. Wefing, Appellate Division, Superior Court of the State of New Jersey.

Stefano is a graduate of Rutgers, the State University of New Jersey (B.A., summa cum laude), Brooklyn Law School (J.D.) and New York University School of Law (LL.M.). He is admitted in New York and New Jersey and is a member of the American Bar Association, the New York State Bar Association, and the National Association of Bond Lawyers. Stefano has been a speaker and panelist at various events, including panels on public finance and federal tax matters. In addition, Stefano is a past Editor-in-Chief of the National Association of Bond Lawyers treatise “Federal Taxation of Municipal Bonds”, and is the Vice Chair of the Tax-Exempt Finance Committee of the American Bar Association.

AFFIRMATIVE ACTION

Of the 33 attorneys comprising the firm, 17 attorneys are either minorities or women, representing 51.5% of the firm’s attorneys, including 10 of the firm’s partners.

TEXAS WATER DEVELOPMENT BOARD EXPERIENCE

The following table is a list of certain transactions with the TWDB during the last 5 years that were handled by our law firm:

Issuer	Issue Name	Amount
2023		
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2023A (SWIRFT)	\$18,000,000
Brazos River Authority	Water Supply System Revenue Bonds, New Series 2023B & New Series 2023C	\$49,590,000
Brushy Creek Regional Utility Authority, Inc.	City of Cedar Park, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2023	\$7,605,000
Brushy Creek Regional Utility Authority, Inc.	City of Round Rock, Texas Contract Revenue Bonds (Brushy Creek Regional Water Treatment and Distribution Project), Series 2023	\$41,750,000
Crystal Clear Special Utility District	Combination Water and Sewer System Revenue Bonds, Series 2023	\$1,950,000
Daingerfield, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023	\$1,950,000
Daisetta, Texas (City of)	General Obligation Bonds, Series 2023 (TWDB-DWSRF)	\$980,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2023C	\$34,000,000
Dogwood Springs Water Supply Corporation	Taxable Loan Agreement, Series 2023	\$1,000,000
El Paso County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2023C	\$1,780,000
Greenbelt Municipal and Industrial Water Authority	First Lien Revenue Bonds, Series 2023	\$8,110,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2023 (Lake Placid Dam Facilities Project)	\$7,505,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2023 (Low-Interest Financing) (Carrizo Groundwater Supply Expansion Project)	\$72,665,000
Keller, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023	\$4,060,000
Laguna Madre Water District	Waterworks and Sewer System Revenue Bonds, Series 2023	\$12,980,000
Leonard, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation,	\$2,850,000

Issuer	Issue Name	Amount
	Series 2023A & Series 2023B	
Marlin, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023 (CWSRF)	\$970,000
Marshall, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Taxable Series 2023	\$2,050,000
Mertzon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2023A (CWSRF)	\$1,405,000
Moody, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligations, Series 2023A and Series 2023B	\$3,475,000
Mullin Independent School District	Maintenance Tax Notes, Series 2023	\$398,000
North Hunt Special Utility District	Water System Revenue Bonds, Series 2023	\$3,275,000
North Texas Municipal Water District	Water System Revenue Bonds, Series 2023	\$532,390,000
Palo Pinto County Municipal Water District No. 1	Revenue Bonds, Series 2023A	\$6,960,000
Palo Pinto County Municipal Water District No. 1	Revenue Bonds, Taxable Series 2023B	\$12,000,000
Pasadena, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2023	\$10,450,000
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project) Taxable, Series 2023	\$14,400,000
San Angelo, Texas (City of)	Waterworks and Sewer System Improvement Revenue Bonds, Series 2023	\$13,415,000
San Marcos, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023A & Series 2023B	\$5,180,000
Taylor, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2023	\$5,090,000
Westbound Water Supply Corporation	Promissory Note, Taxable Series 2023 (DWSRF)	\$1,610,000
2022		
Alice, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A & Series 2022B	\$4,954,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project – Canyon Regional Water Authority), Series 2022A	\$14,830,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Buda, Texas), Series 2022D	\$2,440,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Kyle, Texas), Series 2022B	\$13,520,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of San Marcos, Texas), Series 2022C	\$17,210,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2022A	\$18,000,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2022B (DWSRF) & Water and Wastewater System Revenue Bonds, Series 2022C (CWSRF)	\$32,930,000
Breckenridge, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation,	\$5,260,000

Issuer	Issue Name	Amount
	Series 2022A and Series 2022B	
Corrigan, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$2,450,000
Cranfills Gap, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$430,000
Daingerfield, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A & Series 2022B	\$3,550,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2022A	\$22,000,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2022B	\$44,000,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2022C	\$114,800,000
Dripping Springs, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$19,895,000
El Paso County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2022A	\$20,718,000
Ennis, Texas (City of)	Combination Tax and Subordinate Lien Revenue Certificates of Obligation, Series 2022	\$3,284,000
Gladewater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A and Series 2022B	\$1,861,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2022 (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$39,670,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2022A (Lake Placid Dam Facilities Project)	\$30,935,000
Mabank, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2022	\$28,790,000
Mart, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$3,055,000
Mexia, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$833,000
North Texas Municipal Water District	Buffalo Creek Wastewater Interceptor System Revenue Bonds, Series 2022	\$38,615,000
Parker County Special Utility District	Utility System Revenue Bonds, Series 2022	\$13,000,000
Pflugerville, Texas (City of)	Utility System Revenue Bonds, Series 2022A & Utility System Revenue Bonds, Series 2022B	\$55,120,000
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project), Series 2022B	\$37,200,000
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project), Taxable Series 2022A	\$55,800,000
Riverside Special Utility District	Water System Revenue Bonds, Series 2022	\$1,575,000
San Marcos, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022A	\$1,200,000
Socorro, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2022	\$6,664,000
Tarrant Regional Water District, A Water Control and Improvement District	Water Transmission Facility Contract Revenue Bonds (City of Dallas Project), Series 2022	\$255,000,000
2021		
Angelina and Neches River	Contract Revenue Bonds (Angelina County Fresh Water Supply	\$795,000

Issuer	Issue Name	Amount
Authority	District No. 1 Wastewater Project), Series 2021	
Arp, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021	\$1,602,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021A	\$10,400,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021B	\$9,400,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021C	\$18,000,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021D (CWSRF)	\$23,100,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2021E (DWSRF)	\$30,000,000
Bowie, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021	\$9,775,000
Brownsville, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021	\$7,565,000
Brushy Creek Regional Utility Authority Inc.	City of Cedar Park, Texas Contract Revenue Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2021	\$75,310,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2021A	\$22,000,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2021B	\$44,000,000
Del Rio, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021A	\$1,500,000
Del Rio, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021B	\$3,000,000
Del Rio, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021C	\$4,500,000
El Paso County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2021	\$1,605,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2021 (Lake Dunlap Dam and Hydroelectric Facilities Project)	\$40,000,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2021 (Lake McQueeney Dam Facilities Project)	\$40,000,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2021 (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$59,135,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2021A (Lake Placid Dam Facilities Project)	\$1,560,000
Guadalupe-Blanco River Authority	Master Agreement between Texas Water Development Board and Guadalupe-Blanco River Authority (Regarding Board Participation Carrizo Groundwater Supply Project)	\$13,115,000
McAllen, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2021	\$18,000,000
North Texas Municipal Water District	Regional Wastewater System Revenue Bonds, Series 2021	\$37,615,000
Nueces River Authority	Contract Revenue Bonds, Series 2021 (San Patricio County Flood Control and Drainage Project)	\$9,472,000
Pflugerville, Texas (City of)	Utility System Revenue Bonds, Series 2021	\$11,630,000
Sweetwater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021A	\$2,187,000
Sweetwater, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2021B	\$2,400,000
Vernon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation,	\$12,000,000

Issuer	Issue Name	Amount
	Series 2021	
White Settlement, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2021A	\$675,000
2020		
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - Canyon Regional Water Authority), Series 2020A	\$37,865,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Buda, Texas), Series 2020D	\$6,225,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Kyle, Texas), Series 2020B	\$34,530,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of San Marcos, Texas) Series 2020C	\$43,955,000
Alto, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$1,795,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2020A	\$11,200,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2020B	\$3,800,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2020D	\$16,995,000
Blanco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$3,400,000
Brownsville, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2020	\$6,975,000
Childress, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$895,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2020A	\$22,000,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2020B	\$44,000,000
Edgewood, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$1,540,000
Fort Worth, Texas (City of)	Water and Sewer System Revenue Bonds, Series 2020	\$62,725,000
Gordon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2020	\$100,000
Grand Saline, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$405,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2020 (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$34,900,000
Guadalupe-Blanco River Authority	Master Agreement between Texas Water Development Board and the Issuer regarding Board Participation (Carrizo Groundwater Supply Project)	\$7,595,000
Houston, Texas (City of)	Combined Utility System Subordinate Lien Revenue Bonds, Series 2020E	\$38,000,000
Keller, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$4,060,000
Laredo, Texas (City of)	Waterworks and Sewer System Revenue Bonds, New Series 2020	\$52,000,000
Lefors, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$395,000
North Texas Municipal Water District	Regional Wastewater System Revenue Bonds, Series 2020	\$458,920,000
Paducah, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$1,715,000

Issuer	Issue Name	Amount
Palo Pinto County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$500,000
Quitaque, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$545,000
Ransom Canyon, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2020	\$4,835,000
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project), Series 2020B	\$7,200,000
Riverbend Water Resources District	Contract Revenue Bonds (Regional Water System Project), Taxable Series 2020A	\$10,800,000
Roby, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2020	\$250,000
Rosebud, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2020	\$1,020,000
Rotan, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2020A	\$235,000
Rotan, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2020B	\$2,040,000
San Antonio, Texas (City of)	Water System Junior Lien Revenue Bonds, Series 2020D	\$11,805,000
2019		
Alice, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019A	\$2,995,000
Alice, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019B	\$1,025,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - Canyon Regional Water Authority), Series 2019A	\$26,530,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Buda, Texas), Series 2019D	\$4,370,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of Kyle, Texas), Series 2019B	\$24,200,000
Alliance Regional Water Authority	Contract Revenue Bonds (Regional Water Supply Contract Project - City of San Marcos, Texas), Series 2019C	\$30,800,000
Austin, Texas (City of)	Water and Wastewater Systems Revenue Bonds, Series 2019	\$6,200,000
Blanco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$2,550,000
Bonham, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019A	\$4,810,000
Bonham, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019B	\$9,830,000
Borden County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$1,285,000
Cameron County Irrigation District No. 6	System Revenue Notes, Series 2019	\$865,000
Colorado City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$2,650,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2019A	\$22,000,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2019B	\$44,000,000
Del Rio, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series	\$500,000

Issuer	Issue Name	Amount
	2019A	
Del Rio, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2019B	\$3,000,000
Del Rio, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2019C	\$5,500,000
Dripping Springs, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$23,500,000
Eastland County Water Supply District	Water Supply Revenue Bonds, Series 2019	\$805,000
Ector County Utility District	Water System Revenue Bonds, Series 2019	\$45,275,000
Goliad, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$1,000,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2019 (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$9,740,000
Guadalupe-Blanco River Authority	Master Agreement between Texas Water Development Board and the Issuer regarding Board Participation (Carrizo Groundwater Supply Project)	\$30,260,000
Kerr County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019 (Center Point/East Kerr County Wastewater System Project)	\$2,105,000
Laguna Madre Water District	Waterworks and Sewer System Revenue Bonds, Series 2019	\$5,425,000
Marlin, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligations, Series 2019A	\$3,055,000
Marlin, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligations, Series 2019B	\$2,330,000
Nacogdoches County Municipal Utility District No. 1	Waterworks and Sewer System Revenue Bonds, Series 2019	\$1,010,000
North Texas Municipal Water District	Water System Revenue Bonds, Series 2019	\$101,345,000
Palo Pinto Water Supply Corporation	Promissory Note, Taxable Series 2019	\$615,000
Parker County Special Utility District	Utility System Revenue Bonds, Series 2019	\$15,080,000
Ropesville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$500,000
Roscoe, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$1,965,000
Sabine River Authority of Texas	Gulf Coast Division Water Supply System Revenue Bonds, Taxable Series 2019	\$22,865,000
San Angelo, Texas (City of)	Waterworks and Sewer System Improvement Revenue Bonds, Series 2019	\$56,075,000
Stephens Regional Special Utility District	Revenue Bonds, Series 2019	\$900,000
Wills Point, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019	\$4,500,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019A	\$2,325,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation,	\$2,035,000

Issuer	Issue Name	Amount
	Series 2019B	
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019C	\$870,000
Wolfe City, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2019D	\$3,065,000
2018		
Abilene, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$18,370,000
Alba, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$990,000
Austin, Texas (City of)	Water and Wastewater System Revenue Bonds, Series 2018	\$3,000,000
Bandera, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$3,000,000
Brushy Creek Regional Utility Authority, Inc.	City of Cedar Park, Texas Contract Revenue Bonds, (Brushy Creek Regional Water Treatment and Distribution Project), Series 2018	\$6,970,000
Chandler, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2018	\$750,000
Cisco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A	\$4,565,000
Cisco, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018B	\$1,550,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018A	\$22,000,000
Dallas, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018B	\$44,000,000
Dickens, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$460,000
Eastland, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$695,000
Eldorado, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$1,200,000
Ennis, Texas (City of)	Combination Tax and Revenue Certificates of Obligation, Series 2018A	\$4,500,000
Farwell, Texas (City of)	Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2018	\$1,500,000
Gorman, Texas (City of)	Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2018	\$1,000,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2018A (Deferred Financing) (Carrizo Groundwater Supply Project)	\$12,030,000
Guadalupe-Blanco River Authority	Contract Revenue Bonds, Series 2018B (Low-Interest Financing) (Carrizo Groundwater Supply Project)	\$11,895,000
Guadalupe-Blanco River Authority	Master Agreement between Texas Water Development Board and Guadalupe-Blanco River Authority (Regarding Board Participation Carrizo Groundwater Supply Project No. 51055)	\$34,285,000
Johnson County Special Utility District	Revenue Bonds, Series 2018	\$22,000,000
Kerr County, Texas	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$4,330,000
Kerrville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A	\$8,000,000

Issuer	Issue Name	Amount
Kerrville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018B	\$5,000,000
Lawn, Texas (City of)	Combination Tax and Waterworks and Sewer System Surplus Revenue Certificates of Obligation, Series 2018	\$885,000
Llano, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A	\$3,390,000
Llano, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018B	\$890,000
Llano, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018C	\$630,000
Lone Star Regional Water Authority	(East Williamson County Regional Water Transmission System Project) Contract Revenue Bonds, Series 2018	\$1,285,000
Lone Star Regional Water Authority	(East Williamson County Regional Water Transmission System Project) Contract Revenue Bonds, Taxable Series 2018	\$215,000
Mason, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$990,000
McAllen, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018-A	\$7,000,000
McAllen, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018-B	\$12,000,000
McAllen, Texas (City of)	Waterworks and Sewer System Revenue Bonds, Series 2018-C	\$6,900,000
North Texas Municipal Water District	Water System Revenue Bonds, Series 2018	\$800,000,000
North Texas Municipal Water District	Water System Revenue Bonds, Series 2018A	\$530,985,000
Ranger, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018A	\$570,000
Ranger, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2018B	\$420,000
Sabine River Authority	Gulf Coast Division Water Supply System Revenue Bonds, Taxable Series 2018	\$33,310,000
San Marcos, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$1,935,000
Stephenville, Texas (City of)	Combination Tax and Surplus Revenue Certificates of Obligation, Series 2018	\$17,030,000
West Wise Special Utility District	Revenue Bonds, Series 2018	\$13,430,000
Westlake, Texas (Town of)	Combination Tax and Surplus Revenue Certificates of Obligation, Taxable Series 2018	\$2,100,000

4. REFERENCES

Below is contact information for clients with borrowing needs that are similar to those of the City who can speak to the firm’s abilities and to the qualifications and experience of the members of the proposed project team.

<u>Name, Address, Contact, Title, Phone Number</u>	
1.	City of Albany, Texas Billy Holson, City Manager 425 South 2nd Albany, Texas 76430 (325) 762-3133
2.	Angelina and Neches River Authority Mr. Kelley Holcomb, General Manager 2901 North John Redditt Drive Lufkin Texas, 75904 (936) 635-0413
3.	City of Bonham, Texas Sean Pate, City Manager 514 Chestnut Street Bonham, Texas 75418 903-583-7555
4.	City of Cisco, Texas Darwin Archer, City Manager 500 Conrad Hilton Cisco, Texas 76437 (254) 442-2111
5.	City of Early, Texas Tony Aaron, City Administrator 960 Early Boulevard Early, Texas 76802 (325) 643-5451
6.	City of Gladewater, Texas Judy VanHouten, City Clerk 519 E Broadway Ave. Gladewater, Texas 75647 (903) 845-2196

5. PROPOSED CONTRACT TERMS

Below are our typical contract terms for debt obligations to be sold to (and grant funding to be received from) the Texas Water Development Board:

*“Mayor and Members of the City Commission
City of Breckenridge
105 N. Rose Avenue
Breckenridge, Texas 76424*

Re: Request for Financial Assistance from the Texas Water Development Board for the purpose of financing utility system improvements

Honorable Mayor and City Commission:

This letter is submitted to state our fees and describe the legal services of the undersigned law firm (“we”, “us”, or the “firm”) to be performed for the City of Breckenridge, Texas (the “City”) with reference to the City’s requests for financial assistance from the Texas Water Development Board (“TWDB”), which financial assistance may include the sale of debt obligations (the “Obligations”) to the TWDB and/or the receipt of grant or principal forgiveness funding (“Principal Forgiveness”, and together with the Obligations, the “Financial Assistance”) by the City from the TWDB. We understand that the City has or will submit one or more requests for financial assistance from the TWDB for the purpose of planning, acquiring, designing and constructing improvements to the City’s water and sewer utility infrastructure (the “Project”).

SCOPE OF ENGAGEMENT

(1) In this engagement, if the Financial Assistance involves the issuance of Obligations, we expect to perform the following duties as bond counsel with respect to the Obligations:

(a) Prepare all resolutions, ordinances, orders and other instruments pursuant to which the Obligations will be authorized, issued, delivered and secured, in cooperation and upon consultation with the City Commission, its financial advisors and other consultants of the City.

(b) Attend meetings of the City Commission with reference to the authorization and issuance of the Obligations to the extent required or requested.

(c) Cooperate with the City Commission and all other interested parties in the sale of the Obligations to the TWDB.

(d) Supervise the execution of the Obligations, their approval by the Attorney General of Texas and registration by the Comptroller of Public Accounts of Texas, and the delivery thereof to the purchaser, the TWDB.

(e) When so delivered, give our objective approving opinion (our "Legal Opinion") covering the validity of the Obligations and, if applicable, the exemption of interest thereon from federal income taxes, it being understood that the approving opinion will be fully acceptable nationally in regular commercial investment banking bond marketing channels.

Our Legal Opinion will be delivered by us on the date the Obligations are exchanged for their purchase price (the "Closing"). The City will be entitled to rely on our Legal Opinion.

The Legal Opinion will be based on facts and law existing as of its date. In rendering our Legal Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the City with applicable laws relating to the Obligations. During the course of this engagement, we will rely on you to provide us with complete and timely information on all developments pertaining to any aspect of the Obligations and their security. We understand that you will direct members of your staff and other employees of the City to cooperate with us in this regard.

(2) In this engagement, if the Financial Assistance involves the receipt of Principal Forgiveness by the City from the TWDB, we expect to perform the following duties:

(a) Prepare all resolutions, ordinances and other instruments pursuant to which Principal Forgiveness will be authorized, executed and delivered, in cooperation and upon consultation with the City Commission, its financial advisors and other consultants of the City.

(b) Review the grant agreement or Principal Forgiveness Agreement and provide comments as necessary or appropriate.

(c) Prepare an escrow agreement and other documentation regarding the escrow of Principal Forgiveness funds and assist the City in engaging a qualified escrow agent.

(d) Coordinate the execution and delivery of various Principal Forgiveness documents and the delivery thereof to the TWDB.

(3) *Our duties in this engagement are limited to those expressly set forth above. Unless we are separately engaged in writing to perform other services, our duties do not include any other services, including the following:*

(a) *Preparing requests for tax rulings from the Internal Revenue Service, or no action letters from the Securities and Exchange Commission.*

(b) *Drafting state constitutional or legislative amendments.*

(c) *Pursuing test cases or other litigation.*

(d) *Making an investigation or expressing any view as to the creditworthiness of the City or the Obligations.*

(e) *Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.*

(f) *Except as described in subsection (1)(a) above, assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the Obligations or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.*

(g) *After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Obligations will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Obligations).*

(h) *Addressing any other matter not specifically set forth above that is not required to render our Legal Opinion.*

(i) *Issuing any legal opinion or assurance letter with respect to Principal Forgiveness funding.*

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this engagement letter, the City will be our client and an attorney-client relationship will exist between us. We further assume that all other parties in this transaction understand that we represent only the City in this transaction, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services as bond counsel are limited to those contracted for in this letter; the City's execution of this engagement letter will constitute an acknowledgment of those limitations. Our representation of the City will not affect, however, our responsibility to render an objective Legal Opinion.

TEXAS GOVERNMENT CODE VERIFICATIONS

As required by Chapters 2271 and 2252, and Section 2274.002 of the Texas Government Code, we hereby verify and certify that the firm, including any of its wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, (a) does not and will not “boycott Israel” during the term of this Agreement, (b) is not a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code, (c) does not have a practice, policy, guidance, or directive that discriminates against a “firearm entity” or “firearm trade association”, (d) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association, and (e) does not and will not boycott “energy companies” during the term of this Agreement. Any defined terming in this paragraph is as defined in the Texas Government Code, as amended.

CONFLICTS

As you are aware, our firm represents many political subdivisions and investment banking firms, among others, who do business with political subdivisions. Our firm also represents the TWDB in the capacity as bond counsel. It is possible that during the time that we are representing the City, one or more of our present or future clients will have transactions with the City. It is also possible that we may be asked to represent, in an unrelated matter, one or more of the entities involved in the issuance of the Obligations. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this letter, either because such matters will be sufficiently different from the issuance of the Obligations and/or Principal Forgiveness so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Obligations and/or Principal Forgiveness. Execution of this letter will signify the City’s consent to our representation of others consistent with the circumstances described in this paragraph.

FIRM NOT A MUNICIPAL ADVISOR

As a consequence of the adoption of Rule 15Ba1-1 pursuant to the Securities Exchange Act of 1934 (the “Municipal Advisor Rule”), which has been promulgated by the Securities and Exchange Commission as a result of the enactment of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “Dodd-Frank Act”), we hereby inform the City that we are not a “Municipal Advisor” within the meaning of the Municipal Advisor Rule or the Dodd-Frank Act (collectively, the “MA Rule”). In the course of performing our services as Bond Counsel in this transaction,

we may engage in analysis, discussion, negotiation, and advice to the City regarding the legal ramifications of the structure, timing, terms, and other provisions of the financial transaction that culminates with the planned issuance of the Obligations, and such services and advice may be essential to the development of the plan of finance for the issuance of the Obligations. In turn, these services become, among other things, the basis for the transaction's basic legal documents, the preparation and delivery of the official statement or any other disclosure document that describes the material terms and provisions of the transaction, if an offering document is used in the offering of the Obligations, the preparation of the various closing certificates that embody the terms and provisions of this transaction and the preparation and delivery of our Legal Opinion. Moreover, legal advice and services of a traditional legal nature in the area of municipal finance inherently involve a financial advice component; but we hereby advise the City that while we have expertise with respect to the legal aspects relating to the issuance of municipal securities, we are not "financial advisors" or "financial experts" in a manner that would subject us to the provisions of the MA Rule. As Bond Counsel, we provide only legal advice, not purely financial advice that is not inherent in our legal advice to the City. The City should seek the advice of its financial advisor with respect to the financial aspects of the issuance of the Obligations. By signing this engagement letter, the City acknowledges receipt of this information, and evidences its understanding of the limitations of our role to the City as Bond Counsel with respect to the MA Rule, as discussed in this paragraph.

FEES

Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Financial Assistance; (ii) the duties we will undertake pursuant to this engagement letter with respect to the Financial Assistance; (iii) the time we anticipate devoting to the financing represented by the Financial Assistance; and (iv) the responsibilities we will assume in connection therewith, our fee for serving in the capacity of bond counsel with respect to the Financial Assistance will be \$

; provided that there shall be a minimum fee of \$ for each series of Obligations issued. In addition to the foregoing, we will be reimbursed for our out-of-pocket expenses reasonably and necessarily incurred in connection with the Financial Assistance (e.g., electronic research, photocopying, shipping, telecommunication, travel, and other similar expenses), and said fee and expenses will be payable at the time of the initial receipt of such Financial Assistance by the City. Fees for any special services not normally included in the legal services performed by bond counsel will be negotiated between the City and

the undersigned. Additionally, the City agrees to reimburse us for the statutory filing fee required to be paid to the Office of the Attorney General with respect to any Obligations, if our firm has advanced such fee on behalf of the City.

TERM

The term of this agreement shall begin as of January 1, 2024 and will expire on December 31, 2026. At the expiration of the initial three-year term, this agreement shall continue from month-to-month unless and until terminated by either party or superseded by a new agreement. This agreement shall be terminable at will by either of the parties upon giving the other party ninety (90) days written notice of such termination.

RECORDS

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other materials retained by us after the termination of this engagement.

If the foregoing terms are acceptable to you, please so indicate by returning the enclosed copy of this engagement letter dated and signed by an authorized officer, retaining the original for your files. We look forward to working with you. With best wishes, I am

Very truly yours,

McCall, Parkhurst & Horton L.L.P.

6. ADDITIONAL DATA OR SERVICES OFFERINGS

FINANCIAL CONDITION AND PROFESSIONAL LIABILITY INSURANCE

During each of last three calendar years, McCall has generated gross revenues of over \$40,000,000 per year

Our firm maintains legal professional liability insurance with coverage of \$5,000,000. We have never filed a claim on our professional liability insurance.

NO LITIGATION

There are no litigation proceedings against our firm, whether pending, final or of record, nor has our firm been involved in any such proceedings in the previous five years.

INFORMATION PERTAINING TO THE FIRM'S COMPLIANCE WITH LICENSING AND OTHER REQUIREMENTS

There are no legal or administrative proceedings in which our firm, or any of its attorneys, have been involved as defendants relative to investigations into or violations of any regulatory agency rules including, but not limited to, the Securities and Exchange Commission, the New York Stock Exchange, the Financial Industry Regulatory Authority (formerly the National Association of Security Dealers), the Municipal Securities Regulatory Board, and the Texas Bond Review Board.

Neither the firm nor any individuals assigned to the City's account are suspended, or otherwise prohibited from professional practice by any federal, state, or local agency. All attorneys in the firm are members of the State Bar of Texas and are fully licensed to practice law in Texas. Some attorneys are licensed to practice law in other jurisdictions as well. The firm maintains a strong commitment to the continuing education of its attorneys and other professional staff in order to provide the highest level of service to our clients, and to ensure compliance with all licensing requirements imposed on our attorneys.

CITY OF BRECKENRIDGE, TEXAS
DWSRF Lead Service Line Removal Project
Request for Qualifications
Engineering Services

1.0 REQUEST FOR QUALIFICATIONS

1.1 General Information

The CITY OF BRECKENRIDGE (the “City”) requests the submission of Statements of Qualifications (SOQ) with respect to possible loan and/or loan forgiveness funding through the Texas Water Development Board (TWDB) to provide for planning, permitting, environmental, design, and construction management phase and other services as necessary associated with the design and construction of water system improvements related to removal of lead service lines using Drinking Water State Revolving Funds (DWSRF). This Request for Qualifications (RFQ) solicits information that will enable the City to determine the highest qualified Engineering Firm that may provide professional engineering services for the planning, design and construction management of a project, or projects that may be funded through the TWDB and/or the United State Environmental Protection Agency (EPA).

1.2 Intent

The intent of the City is to hire an Engineering Firm to provide planning, design, and construction management phase engineering services via a two-step procurement process. The City will evaluate all Respondent’s Statement of Qualifications in step one and may conduct interviews with short-listed Respondent’s, in step two. At the conclusion of either step one or step two of this process, the City will rank candidates by order of highest qualifications and first attempt to negotiate a fair and reasonable fixed price contract with the highest qualified Engineering Firm. If unable to negotiate a mutually acceptable contract, the City will terminate negotiations with the highest qualified Engineering Firm and begin negotiating with the next highest qualified candidate. If necessary, the City will repeat these steps until an acceptable contract is obtained. Complete procedures for procuring the Engineering Services are presented in Section 2.0 of this RFQ.

The City reserves the right to reject any or all qualification statements received in response to this public notice. The City reserves the right to shortlist respondents and base final selection rankings on personal interviews. The City reserves the right to conduct new project planning, design, and construction management phase engineering services selection procedures for this or future projects.

1.3 Standards

The selection of a service provider and award of a contract may be contingent upon the funding and approval through the TWDB.

This RFQ is issued in accordance with Section 2254 of the Texas Government Code (Professional Services Act) and Title 40 Code of Federal Regulations, Part 31 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments).

State and Federal requirements are applicable to this Project, including requirements regarding procurement, cost and pricing data, solicitation of Minority and Women’s Business Enterprises (MWBE) and Equal Employment Opportunity (EEO). It is the respondent’s responsibility to make a good faith effort in offering fair opportunity for participation in this project. Documentation of applicable efforts may be required.

Small, Minority, and Women Business Enterprises (SMWBE) are encouraged to submit qualification statements for consideration as are Small Business in a Rural Area (SBRA).

1.4 Project Schedule and Submittal Deadline

The project planning, permitting, environmental, design and construction management phase services and additional services contract is anticipated to be awarded Fall 2023. The contract may be extended at the mutual agreement of the parties, or whatever greater period allowed by the TWDB during which the contract is in effect.

The SOQ Package (see Section 2.2) must be submitted to the City by 4:00 P.M. local time on May 3, 2024. See Section 2.3 for mailing or delivery instructions.

1.5 Project Description

The proposed various future projects for the period of service may include, at the City’s determination and schedule, the following:

1.5.1 Provide planning, permitting, environmental, design and construction management phase services and other additional services associated with design and construction of the TWDB-DWSRF Lead Service Line Replacement Project.

1.6 Public Record

All data and information submitted by the Engineering Firm in response to this RFQ shall become public information, as provided by the Texas Open Records Act, Texas Government Code Sections 552.001 – 552.026. The City does not assume responsibility for asserting legal arguments for confidentiality on behalf of the Engineering Firm.

1.7 Cost of Preparing Statement of Qualifications Package

Costs for preparing the SOQ Package and any subsequent materials or presentations shall be solely the responsibility of the prospective Engineering Firm.

1.8 Scope of Services

The Selected Engineering Firm shall provide timely and professional planning documents, geotechnical investigations, design surveys, construction plans and technical specifications and contract documents, construction staking, operations and maintenance manuals and other specific services as discussed below. It is the intent of this RFQ that a consistent quality of services is provided for all the Project’s components.

The scope of Planning, Design, and Construction Management Phase Engineering Services is expected to include:

1.8.1 Attending preliminary conferences with the City, TWDB personnel and other interested parties regarding the Project. Assist the City in the preparation of applications and supporting documents for government grants, loans, or advances in connection with the Project. Assist in the preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

1.8.2 Prepare a Preliminary Engineering Feasibility report, which shall, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and those alternate solutions available to the City, which the Engineer recommends.

1.8.3 Determine the necessity for acquisition of any additional real property/easements/right-of-way for the City’s potential Project(s) and, if applicable, furnish all necessary information such as name and address of property owners, legal descriptions of parcels to be acquired and map of entire tracts with designation of part to be acquired to the City. Prepare property surveys, detailed

descriptions of sites, maps, or drawings as required assist in negotiating for land and easement rights. The Engineer will coordinate preparation of an appraisal by a qualified appraiser to be paid for by the City, of the value of real property needed for the necessary facilities and determine the availability of title, easements, and rights-of-way needed to implement the project. The Engineer will assist the City to obtain all necessary right-of-way and easements on behalf of the City pursuant to federal requirements acceptable to public funding agencies.

- 1.8.4 Furnish and submit, on behalf of the City, the engineering data necessary for applications for routine permits by local, state, and federal authorities (as distinguished from detailed applications and supporting documents for government grants-in aid, or for planning advances). The Engineer will also prepare and submit, on behalf of the City, the engineering data and other information as required by the Texas Commission on Environmental Quality (TCEQ) for Texas Pollution Discharge Elimination (TPDES), including discharge permits and Storm Water Pollution Prevention Plans (SWP3) as required.
- 1.8.5 Provide field surveys to collect information required for planning and design and complete related office computations and drafting.
- 1.8.6 Perform geotechnical investigations such as auger borings core borings, soil tests, or other subsurface explorations and laboratory testing and inspecting of samples or materials relevant to design.
- 1.8.7 Prepare detailed construction plans, specifications and contract documents for the construction authorized by the City in accordance with all State and Federal requirements.
- 1.8.8 Prepare estimates for probable construction cost of the authorized construction.
- 1.8.9 Furnish the City with copies of approved contract documents including notices to bidders and proposal forms.
- 1.8.10 Assist the City in the advertisement of the project for Bids.
- 1.8.11 Attending the bid opening and tabulate the bid proposal, analyze the responsiveness of the bidder(s), and make recommendations for awarding contract(s) for construction to the lowest responsive bidder(s).
- 1.8.12 Prepare and coordinate approval of formal Contract Documents and coordinate issuance of Notice to Proceed from the TWDB.
- 1.8.13 Provide field surveys and office computations for construction control staking, including the staking of benchmarks and horizontal control references for the contractor to stake out of work.
- 1.8.14 Consult and advise the City during construction; issue all instructions to the contractor requested by the City and prepare and issue routine change orders with the City's approval. Prepare alternate designs or non-routine contract change orders that are necessary due to no fault of the Engineer and upon approval of the City and TWDB.
- 1.8.15 Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. The Engineer will review and approve for conformance with the design concept, all shop drawings and other submittals as required by the Contract Documents to be furnished by contractors.
- 1.8.16 Obtain and review monthly and final estimates for payments to contractors and furnish any recommended payments to contractors or suppliers to the City and assemble written guarantees which may be required by the Contract Documents.
- 1.8.17 Attend monthly meetings with the City and TWDB during construction.

- 1.8.18 Prepare an operation and maintenance manual that meets applicable TWDB guidelines for submission to the City before construction of the project is 90% complete.
- 1.8.19 Conduct, in the company of City, a final inspection of the project for compliance with the Contract Documents and submit recommendations concerning the project status of the City’s final payment to the contractor. Prior to submission of recommendation for final payment on each contract, the Engineer will submit a certificate of substantial completion of work done under that contract to the City, TWDB and others as required.
- 1.8.20 Revise the Contract Drawings (unless redrawing is required) from as-built drawings submitted by the contractor, to show the work as constructed. The Engineer will provide the City with one set of reproducible records (as-built) drawings and two sets of prints. Such drawings will be based on the resident project inspector’s construction data and the construction records provided by the contractor during the construction.
- 1.8.21 Coordinate approval and issuance of Certificate of Acceptance (COA) from TWDB and others as required.
- 1.8.22 Conduct, within one month of its expiration, in the company of the City, a warranty inspection of the project for compliance with the Contract Documents and submit recommendations concerning project warranty issues to the City, TWDB and others as required.
- 1.8.23 The Engineer shall review the first year’s operation of the Project and revise the operations and maintenance manual for the Project as necessary to accommodate actual operational requirements and expenses. Eleven months after initiation of the Project’s operation, the Engineer shall advise the City in writing whether the Project meets the project performance standards.
- 1.8.24 The Engineer shall assist in training operating personnel and coordinate the preparation of curricula and training materials for operating personnel.

2.0 INSTRUCTIONS AND PROCEDURES

2.1 Prohibition

Do not submit pricing information. If pricing information is submitted, the response to the RFQ will not be considered.

2.2 SOQ Package Preparation

The Qualification Package will include the following four (4) components and shall be numbered as shown:

- 2.2.1 One Page Transmittal Letter. The letter shall provide the names, title, address (physical and mailing) and telephone number of the official contact and shall be numbered if more than one page.
- 2.2.2 Statement Concerning Insurance. Confirmation that the Engineering Firm will provide general liability insurance, worker’s compensation, and professional liability insurance for the project within 10 calendar days of any Notice of Award.
- 2.2.3 Statement Concerning Conflict of Interests. Those interests of the Engineering Firm that would impede with or interfere in the carrying out of the duties and responsibilities of the position of Project Design Engineer are deemed conflicting. Utilize the attached Conflict of Interest Statement form.

2.2.4 Qualifications Statement. Use the format in Section 3.0, Statement of Qualifications – Format. No material shall be incorporated by reference only, nor should brochures, photos, or additional data be submitted. Any such material will not be considered in the evaluation process. The entire Qualification Package shall stand alone and include full responses to all RFQ instructions. The Qualification statement must not exceed 20 pages of 8½” by 11” paper.

Note: If the Engineering Firm is a Joint Venture firm, then documentation of its incorporation may be requested.

2.3 Submitting the SOQ Package

The Engineering Firm shall submit one (1) copy of the Statement of Qualifications Package. Packages may be delivered by courier or mail. No faxes will be accepted. The Qualifications Statement Package should be in sealed envelopes which are clearly labeled and addressed as follows:

The RFQ is available from the City upon request or by picking up a copy at the address below during regular business hours. **One (1) copy of the SOQ Package should be submitted by 4:00 P.M. (Local Time), May 3, 2024, in a sealed envelope to the following address and clearly labeled accordingly:**

**CONFIDENTIAL: STATEMENT OF QUALIFICATIONS ENCLOSED
ENGINEERING SERVICES
ATTENTION: CYNTHIA NORTHRUP, CITY MANAGER
CITY OF BRECKENRIDGE
105 N. ROSE AVENUE
BRECKENRIDGE, TEXAS 76424**

The City does not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or provision of services, programs, or activities. Small Minority and Women’s Business Enterprises are encouraged to submit SOQs. The City is an Equal Opportunity Employer. For additional information or to receive the RFQ, please contact Cynthia Northrup, City Manager at (254) 559-8287 or cnorthrup@breckenridgetx.gov.

Regardless of submission method, the submission deadline for SOQ’s is no later than 4:00 P.M. local time, May 3, 2024. The City may not review packages submitted in any other format. Late proposals will not be accepted for review under any circumstances.

2.4 Evaluation Factors and Relative Importance

The following factors, in order of relative importance, will be used in identifying the highest qualified Engineering Firm:

2.4.1 Professional qualifications of the individual(s) (including subcontracted personnel) who will perform the work.

<u>Criteria</u>	<u>Points</u>
Experience	45
Capacity to perform	45
Familiarity with the City and TWDB	10

2.5 Inquiries

If any Engineering Firms have any questions or need any additional information to clarify the intent of this RFQ, submit questions or requests in writing as discussed in Section 2.6. The City will collect these questions and respond to all the RFQ Package holders in writing prior to evaluation.

Engineering Firms should not attempt to contact any individual from the City other than in the form provided in this Request for Qualifications. Should any Engineering Firms find discrepancies in or omissions from the RFQ or should the Engineering Firm be in doubt as to their meaning, the Engineering Firm shall notify Cynthia Northrup, City Manager at (254) 559-8287 or cnorthrop@breckenridgetx.gov. Requests for clarifications will be received in writing up to 96 hours of the submittal deadline. Answers to all such requests will be given in writing by the City to all prospective Engineering Firms no later than 48 hours before the submittal deadline. Oral explanations or instructions will not be binding. Written requests for clarifications may be sent to the same address as shown for final SOQ Package submittal. Clarifications will be sent to all individuals or firms that have received the RFQ.

2.6 Evaluation Process

The City may call upon anyone they deem necessary to assist with the evaluation.

The City may obtain information from references.

The City may contact the Engineering Firms for the purpose of obtaining additional information or clarification during the evaluation period.

The City will evaluate each Qualification Package received, in accordance with the factors in Section 2.4, based on the contents of the SOQ package, any subsequent written clarifications required, and reference information obtained. The City will not consider any information or data incorporated by the Engineering Firm by reference or otherwise referenced, except when it considers reference information the City obtains from existing and prior clients of the Engineering Firm.

The City may rank and determine the highest qualified Engineering Firm based solely upon the evaluation of the Statement of Qualifications package, any subsequent written clarifications required, and reference information obtained.

If, based on the review of the Qualifications Packages the City deems it necessary to interview Engineering Firms to determine the highest qualified Engineering Firm, the City may identify two or more Engineering Firms to be interviewed using the procedure in Section 2.7.

2.7 Interviews

The City will develop a list of questions to be answered by each Engineering Firm interviewed and provide additional instructions to be followed. These parties will be allowed one (1) week to prepare for the interviews. The total elapsed time between the City’s short-list selections and interviews by the City will be approximately two (2) weeks. The City will rank and determine the highest qualified Engineering Firm upon completion of the interviews.

2.8 Notification of Selection

The City will notify the most qualified Engineering Firm in writing. Upon notification of selection by the City, the Engineering Firm shall submit a detailed cost proposal based on the proposed scope of work. Upon receipt of the proposal, the City and the Proposer will attempt to negotiate scope and extent of work to be performed, time for full performance, compensation, and other terms. Final selection of the successful Engineering Firm will be contingent upon approval of the City Council or Commission.

2.9 Additional Information

2.9.1 This contract is contingent upon the release of funds from the Texas Water Development Board (TWDB).

2.9.2 Any contract or contracts awarded under this Request for Qualifications (RFQ) are expected to be funded in part by a loan or loan forgiveness from the TWDB. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this RFQ or any resulting contract.

2.9.3 This contract is subject to the Environmental Protection Agency’s (EPA) Disadvantaged Business Enterprise (DBE) Program, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) firms. EPA rules require that applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of the six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

2.9.4 Equal Opportunity in Employment - All qualified Applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap of national origin. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order 11.375, and as supplemented in Department of labor regulations 41 CFR; Part 60. Small, minority and women-owned firms are encouraged to submit proposals.

3.0 STATEMENT OF QUALIFICATIONS- FORMAT

The information in the Engineering Firm’s Statement of Qualifications in this Package shall be presented either on these sheets or in the same order and sequence as outlined below.

3.1 Organization

Describe the Engineering Firm’s organization in accordance with the format below:

General

3.1.1 Firm Name: _____

3.1.2 Address & Phone Number: _____

3.1.3 Texas Board of Professional Engineers Firm Registration Number: _____

3.1.4 Submittal is for: Parent Company Branch Office

3.1.5 Year Firm Established: _____

3.1.6 Former Firm Name(s): _____

3.1.7 Type of Ownership: _____

3.1.8 Name of Parent Company (if any): _____

3.1.9 Name of Principals and Titles:

Principal Name: _____	Title: _____
Principal Name: _____	Title: _____
Principal Name: _____	Title: _____
Principal Name: _____	Title: _____
Principal Name: _____	Title: _____

3.1.10 Office Locations, Number of Personnel in each Office, and Types of Disciplines in each Office. Examples of Disciplines: Administrative, Draft persons, Computer Technicians, Civil Engineers, Construction Managers, Inspectors, Schedulers, and others.

Office Location: _____ Employees: _____
Disciplines: _____

Office Location: _____ Employees: _____
Disciplines: _____

Office Location: _____ Employees: _____
Disciplines: _____

Office Location: _____ Employees: _____
Disciplines: _____

Office Location: _____ Employees: _____
Disciplines: _____

3.2 Key Personnel/Project Team

3.2.1 The Engineering Firm shall provide a brief profile for key personnel that will be assigned to this project. The information for each member of the Project Team must include the following: Name, Area(s) of Expertise, Years of Experience in that area(s), Professional License(s), including registration number(s), (if applicable), TCEQ Licenses, (if applicable) and experience with State and Federal Agencies (if applicable).

3.2.2 For those team members that maintain a professional license issued by a state agency, indicate their current standing with that agency.

3.2.3 The Engineering Firm shall describe their specific project approach and key elements identified relative to the project description in 1.5 and the tasks shown in 1.8 of the RFQ.

3.2.4 Include an organizational chart showing participants and disciplines for specific portions of assigned work on this project, and lines of authority for all portions of the work.

3.2.5 The Engineering Firm shall provide a list of names, addresses and specialties of outside consultants/associates for this project and prior working relationship. List specific areas of responsibility (including administrative, technical, and financial) for each firm.

3.2.6 Identify the level of participation of MWBE team members in percentage of total work effort.

3.3 Resource Utilization Plan

3.3.1 Labor Resources: The Engineering Firm shall include a brief statement describing how staff will be provided, allocated and balanced during sickness, attrition, and periods of increased workloads.

3.3.2 Equipment Resources: The Engineering Firm shall list all pieces of office and/or field equipment which is owned, or that it has direct access to, that is pertinent to this project.

Office Equipment:

Field Equipment:

3.4 Workload Status

- 3.4.1 Based on the Engineering Firm’s current workload and staffing, indicate the current percentage of capacity at which the Engineering Firm is operating. Indicate the current backlog (if any) of the assignments in months.
- 3.4.2 Based on current assignments, backlogged assignments and known future assignments not currently in-house, indicate the percentage of capacity that the Engineering Firm will be operating during the time indicated in the RFQ and the ability to meet the time constraints for completion of the project tasks while completing other prior committed workloads which involve members of the team identified for assignment to this project.
- 3.4.3 Identify the percentage of time key personnel will devote to this project.
- 3.4.4 Identify tasks to be completed locally, by an identified associated office or by an identified subcontractor.

3.5 Experience

The Engineering Firm shall list examples of the Firm’s project management, design, and construction management experience for water distribution systems and services. List the most recent 5 years experience (maximum of 10 assignments) Experience must include: Name, Location, contact Person and telephone Number, Date of Engagement for Assignment.

3.6 References

The City will contact references. In addition to the contact person(s) listed, the City may discuss the Engineering Firm's work performance with any current or former employee of the reference firm. References must include Project Name & Location, Engineering Firm's role and responsibility, specific client contacts, list name(s) and phone number(s) of the City(s) representatives, name and phone number of Project Engineer, list name(s) and phone number(s) of Governmental Agency contact and brief description of the projects and Firm's duties.

3.7 Claims/Performance/Insurance/Bonding

3.7.1 If the Engineering Firm is currently involved in litigation or arbitration based on its work, briefly describe the nature of the claim.

3.7.2 If the Engineering Firm has ever been terminated from an assignment for non-performance, please briefly explain.

3.7.3 Name of Engineering Firm's General Liability, Workers Compensation and Professional Liability insurance carrier and agent's address and telephone number.

3.8 Joint Ventures/Subcontracts

If it is anticipated that this assignment will be executed as a joint venture, and/or of 25% or more of the assignment based on either cost or time is to be subcontracted, provide the company's name of the joint venture partner and/or subcontractor and the proposed work for which it is responsible. Joint venture partners and subcontractors responsible for 25% of the work as indicated above must provide a separate Qualification Package.

3.9 Submittal Shall Be Signed In Accordance With The Following Format:

Submitted By: (must be principal of the Firm)

Signature

Name (typed)

Date

Title

CONFLICT OF INTERERST STATEMENT

I certify that the following statement is true with respect to the Request for Qualification for Engineering Planning, Design and Construction Management Services for the TWDB-DWSRF Lead Service Line Removal Project for the City of Breckenridge, Texas.

1. No principal or employee of this firm has offered or promised to pay or deliver directly or indirectly, any commission, political contribution, gift, favor, gratuity, benefit, or reward as an inducement to secure this assignment.
2. No employee, officer, or agent of the City of Breckenridge, or their immediate family members, has financial or other interest in this firm.
3. This firm will not engage in construction contracting or in the supply of goods, materials and/or equipment for the construction of this project.
4. This firm is not associated or affiliated, either directly or indirectly, with firms, individuals, or commercial organizations that have a vested interest in the construction of this project.

Signed by Principal of Firm

Name Typed

Title



Enprotec | Hibbs & Todd

May 3, 2024

City of Breckenridge
Attn: Cynthia Northrup
City Manager
105 N. Rose Avenue
Breckenridge, Texas 76424

Re: Engineering Services RFQ
DWSRF Lead Service Line Removal Project

Dear Ms. Northrup:

Enprotec / Hibbs & Todd, Inc. (eHT) is pleased to submit the qualifications of our firm to the City of Breckenridge (City) for consideration to provide professional engineering services for the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF) Lead Service Line Removal Project. We are committed to providing you with the highest quality of professional services and consulting for this important and timely project.

eHT provides designs that optimize the funding mechanism and are conversant with all aspects of project documentation requirements. Agencies depend on their consultants to take care of the details; we have worked with the TWDB for over 34 years.

I will be the main point of contact to the City and can be reached at: Physical and Mailing Address: eHT, 402 Cedar Street, Abilene, Texas 79601; (325) 698-5560; sage.diller@e-ht.com.

We feel that our team is best suited to assist the City in this project. Should additional information be desired, please don't hesitate to contact me.

eHT confirms that we will provide general liability insurance, worker's compensation, and professional liability insurance for the project within 10 calendar days of a Notice of Award.

eHT also confirms that there are not any conflicts of interest that would impede with or interfere in the carrying out of duties and responsibilities of the position of Project Design Engineer.

Sincerely,

Enprotec / Hibbs & Todd, Inc.

Sage Diller, PE
Vice President



ORGANIZATION

3.1

Firm Name

Enprotec / Hibbs & Todd, Inc. (eHT)

Address & Phone Number

Corporate Headquarters

402 Cedar Street | Abilene, TX 79601
T: (325) 698-5560 | F: (325) 690-3240

Branch Offices

1310 Weatherford Highway, Suite 116 | Granbury, TX 76048
T: (682) 498-6000
6310 Genoa Avenue, Suite E | Lubbock, Texas 79424
T: (806) 794-1100

TBPE Firm Registration No 1151

Submittal is for: Enprotec / Hibbs & Todd, Inc. (parent company) with three Texas offices.

Year Firm Established: 1989

Former Firm Name: Enprotec / Hibbs & Todd, Inc. (eHT) does business in its own name and that of its wholly owned subsidiary Enprotec of South Texas, Inc. (incorporated in 2000) and through Geotec Labs and Starr Engineering (registered dba's). eHT is the result of a merger of Hibbs & Todd, Inc. (inc. in 1993) into Enprotec, Inc. (inc. in 1989). The name of the firm was changed to Enprotec / Hibbs & Todd, Inc. immediately following the merger.

Type of Ownership: Corporation

Name of Parent Co.: N/A

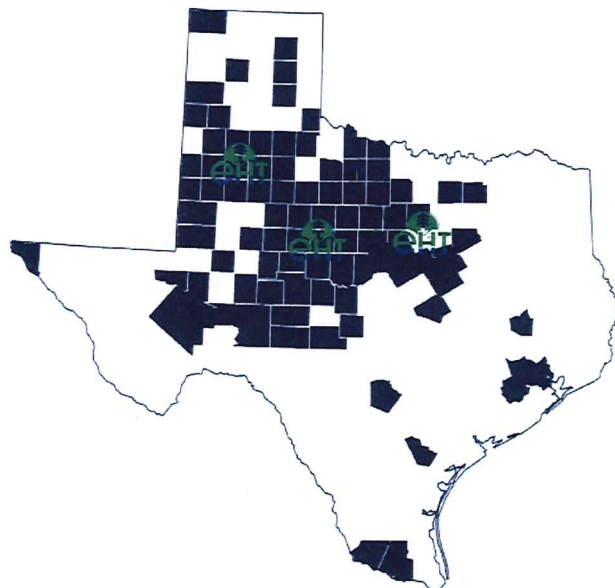
Name of Principals and Titles:

- Scott F. Hibbs, PE, CEO
- Jordan Hibbs, PE, President
- Keith P. Kindle, PE, Vice President
- Scott Yungblut, PE, Vice President
- Joshua L. Berryhill, PE, Vice President & Tech. Dir.
- Sage Diller, PE, Vice President
- Chris Hay, PE, Vice President
- Colden S. Rich, PE, Vice President
- Bob Benham, CPA, Chief Financial Officer

Personnel in Each Office:

OFFICE	PERSONNEL	DISCIPLINE
ABILENE	23	Engineers
	2	Geologists/Environmental
	5	Operations Specialists
	7	Technicians
	4	Construction Materials Testing
LUBBOCK	5	Construction Inspectors
	5	Surveyors
	8	Administrative
	2	Engineers
	2	Geologists/Environmental
GRANBURY	3	Technicians
	1	Administrative
	2	Engineers
	2	Operations Specialists
	2	Construction Inspectors
TOTAL	2	Surveyors
	1	Administrative
TOTAL	76	

Funded Project Experience



KEY PERSONNEL / PROJECT TEAM



SAGE DILLER, PE

Registered Professional Engineer – Texas
#96645

Areas of Expertise: Project Management,
Water and Wastewater, Funding and
Regulatory Agency Coordination

Years of Experience: 23

Mr. Diller has 23 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. His experience includes:

- DWSRF Water System Improvements, City of Breckenridge
- ARPA General Services, City of Breckenridge
- TxDOT Utility Relocation, City of Breckenridge
- CDBG Water Line Replacement, City of Breckenridge
- Paving Improvements, City of Breckenridge
- Hydraulic Model Update, City of Breckenridge
- FM 3099 Utility Relocation, City of Breckenridge
- Booster Pump Stations, City of Roma
- Water Treatment Plant Rehabilitation, City of Winters
- TWDB DWSRF Water Line Replacement, City of Breckenridge
- TWDB DWSRF Water Supply Improvements, City of Winters
- Water Model, City of Coahoma
- Water System Improvements, Rowena WSC
- South 14th Water Line Relocation, City of Abilene
- Water Line Relocation, City of Trent



COLDEN S. RICH, PE

Licensed Professional Engineer, Texas
#110231

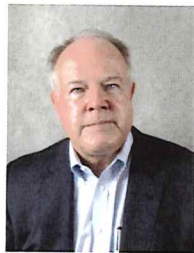
Areas of Expertise: Project Management,
Water and Wastewater, Funding and
Regulatory Agency Coordination

Years of Experience: 18

Mr. Rich has 18 years of experience in the analysis, design, and management of water, wastewater, roadway, drainage, and site development projects for both municipal and industrial sector clients. He has experience evaluating and analyzing water treatment plants, water distribution systems, wastewater treatment plants, wastewater collection systems and storm drainage systems.

Mr. Rich regularly coordinates with state agencies in the development and review of wastewater discharge permits, water treatment and wastewater treatment sludge management permits, and CCN amendments. He has worked closely with both funding and regulatory agencies including TxDOT, TCEQ, GLO, USDA and TWDB. He develops engineering reports including documentation of results and recommendations, preparation of cost estimates and construction schedules and management of designers/drafters in preparation of associated exhibits. His project experience includes:

- Water Treatment Plant Improvements, City of Breckenridge
- Wastewater Treatment Plant, City of Breckenridge
- Second Stage Drought Response Project, City of Abilene
- TWDB DWSRF Water System Improvements, Upper Leon River Municipal Water District
- TWDB DWSRF Water System Improvements, City of Stamford
- Water Treatment Plant Improvements, City of Breckenridge
- TWDB DWSRF Water Treatment Plant Pretreatment Improvements, City of Beeville
- Radionuclide Treatment Project, City of Mason
- TWDB DWSRF Distribution Improvements, City of Stamford



KEITH P. KINDLE, PE

Registered Professional Engineer – Texas
#87779

Areas of Expertise: Water Treatment,
Funding and Regulatory Agency
Coordination, Project Management
Years of Experience: 32

Mr. Kindle has 32 years of experience managing large public works programs. He has in-depth experience in project management including planning, design and construction management for water supply, treatment and distribution projects and wastewater treatment and collection projects. He has extensive experience with the Texas Water Development Board Economically Distressed Areas Program, CWSRF and DWSRF; Border Environment Cooperation Commission; North American Development Bank; Texas Department of Housing and Community Affairs; and US Department of Agriculture’s Rural Development funding applications for planning, design and construction of public works improvement projects. He has provided program management for projects totaling over \$1.5 billion in infrastructure improvements. Notable accomplishments include the \$600 million Houston Ship Channel Widening and Deepening and the Texas Water Development Board City of Roma Infrastructure Improvements Project. Numerous projects that Mr. Kindle has served as the Program Manager have received engineering excellence awards on both a state and national level. His project experience includes:

- TWDB Asset Management Plans for Small Systems, Barton WSC
- TWDB Asset Management Plans for Small Systems, El Tanque WSC
- TWDB Asset Management Plans for Small Systems, Tom Green FWSD #2
- TWDB Asset Management Plans for Small Systems, Winkler WSC
- TWDB DWSRF Water System Improvements, City of Granbury
- Statewide Water and Wastewater Needs Assessment Study, Texas Water Development Board
- TWDB Improvement Project, City of Roma
- TWDB Water and Sewer Improvements, City of Mercedes
- Radium Reduction Project, City of Brady



DAVID A. BAKER

Class A Wastewater Operator, TCEQ, Texas

Areas of Expertise: Water and Wastewater
Operations and Planning

Years of Experience: 35

Mr. Baker has 35 years of experience in the water and wastewater utility industry. He has been a licensed wastewater treatment plant operator since 1989 in New Mexico, Colorado, Wyoming and Texas. He has been a licensed “A” wastewater operator in the State of Texas since 2000. For more than a decade he enjoyed the opportunity to operate municipal treatment plants ranging in size from package plants to a 110 MGD advanced activated sludge nutrient removal plant (Dallas Southside). Mr. Baker assists water and wastewater treatment utilities with gaining approval for and coordinating pilot studies, facility startup services, regulatory compliance, process troubleshooting, operator training, production of facility O&M manuals, production of facility monitoring plans, biosolids handling and disposal compliance, disinfection by-product reduction measures and production of water conservation and drought contingency plans.



LUCI A. DUNN, PE

Registered Professional Engineer, Texas
#73943

Areas of Expertise: Environmental,
Regulatory

Years of Experience: 37

As a Senior Project Manager, Ms. Dunn prepares disinfection protocol studies for water treatment plants in compliance with the Long-term 2 Enhanced Surface Water Treatment Rule and Stage 2 DBP Rule. Contact times are established to ensure proper disinfection is provided at the plant prior to distribution. She also prepares Preliminary Engineering Reports including evaluation of water treatment systems. Ms. Dunn developed the first watershed program for EPA Region 6. She provided technical oversight for the watershed project and acted as a regional liaison on watershed issues.

PROFESSIONAL STANDING

All members of the eHT Team that maintain a professional license issued by the State of Texas are in good standing with that agency.

PROJECT APPROACH

Project Understanding

The City of Breckenridge (City) requests the submission of Statements of Qualifications (SOQ) with respect to possible loan and/or loan forgiveness funding through the Texas Water Development Board (TWDB) to provide for planning, permitting, environmental, design, and construction management phase and other services as necessary associated with the design and construction of the Lead Service Line Project improvements related to the inventory and removal of lead service lines using Drinking Water State Revolving Funds (DWSRF). eHT conducts lead service line inventories using the following project approach:

Transfer of all water customer accounts to include service address of each water service account into the Texas Commission on Environmental Quality's (TCEQ's) required TCEQ Form 20493 (Excel format). Once the customer address database is complete then eHT utilizes utility records where possible to identify the service line material type on the utility side of the meter and the customer side of the meter for each service connection. Examples of City records that could be used to complete this task include:

- Construction records including date of construction for the property supplied by the service connection.
- Distribution system maps.
- Tap cards.
- Service line repair/replacement records.
- Inspection records.
- Meter installation records.
- Standard operating procedures.
- Capital improvement plans.
- Engineering standards.
- City ordinance adopting an international plumbing code.

As service line materials are identified then that information is transferred into TCEQ's form 20493. Those utility-side and customer-side service lines that have yet to be identified after the record review described above will then be physically inspected on either side of the customer meter.

Physical inspection includes visual observation at the meter pit or potholing the service line on either side of the customer meter.

eHT utilizes a contractor or plumber to make a physical inspection of the service line on either side of the customer meter for utilities not equipped to make the physical inspections of the service lines.

As service line materials are identified via physical inspection that information is transferred into TCEQ's form 20493. Following identification of all service lines present in the system eHT will submit the completed lead Service Line Inventory to the TCEQ.

It should be noted that eHT has successfully completed over \$750 million in water and wastewater projects using various types of county, state and/or federal funding, including more than 60 various projects using either TWDB DWSRF, CWSRF, EDAP or a combination of program funds from other sources such as CDBG and USDA-RD.

The following section describes the various considerations in our approach to the water improvements project.

Project Approach

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. We use several methods for establishing strong communication including established communications procedures, specific funding protocols and a Strategic Decision Group.

Strategic Decision Group. We have informally implemented a Strategic Decision Group on each of our funded projects. The Client, Financial Advisor, Bond Counsel, and Engineer have worked together to keep the projects free of "snags". This decision-making group will anticipate any inefficiencies in the project and resolve major problems that may arise. This will help avoid long periods of downtime that often result because of lengthy negotiations and ineffective decision-making.

Stakeholder Input. We advocate incorporating input from the Client on important project decisions and options. Our experience indicates that this level of communication helps to provide a project that will meet the City's objectives and needs. We feel Client leadership helps to shape the outcome of the project. We can 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. The City's needs and desires must be integrated into the project from the start. Input concerning functional issues during planning and design phases will ultimately result in a more "user-friendly" system following construction.

Proposed Methodology

Task 1: Project Management

Strong project management is one of the most important factors governing the successful outcome of a project. As a result, we believe that the first task should be focused on project management. Our project management will be centralized from our Abilene office with the ability to promptly respond to meetings with the City in an economical manner. Mr. Diller and the other senior members of the project team all have extensive experience in working on improvement projects with the TWDB, TCEQ and various funding agencies to develop efficient and cost-effective projects that "get it right the first time." In order to foster constant communication during the project, a kickoff meeting, milestone meetings, and a final presentation will be arranged with City staff, the funding agency and other appropriate stakeholders.

Task 1.1: Initial Kickoff Meeting with City Staff

eHT will initiate a meeting with City Staff and the funding agency before the project is commenced. During the meeting, the project manager and key engineering staff will set project goals and the scope of work will be reviewed, clarified and modified, as necessary. Lines of communication with the City and the funding agency will be established. The City and funding agency input regarding critical project guidelines and resources will be solicited.

Task 2: Preliminary Engineering

- Consult with The City to determine the specific needs and requirements for the project. Establish criteria for prioritizing improvements to maximize the number of improvements accomplished within the proposed funds.
- Assist in the preparation or review of environmental assessments and impact statements as necessary for funding.
- Assist the City in coordinating with TCEQ to determine the documentation required for exception approval from the TCEQ's Technical Review and Oversight Team (TROT), which is required prior to submittal and approval of the final design plans and specifications for the City water system improvements by the TCEQ's Plan Review Team (PRT).

- Complete all necessary preliminary design support.

Task 3: Develop Plans and Specifications

- Consult with the City to determine the specific needs and requirements for the project. Establish criteria for prioritizing improvements to maximize the number of improvements accomplished within the proposed funds.

Task 4: Final Review Phase

- Review final design documents with the City to ensure conformance with goals for the project.
- Coordinate with the funding agency for a review of final design documents to complete requirements for eligibility of funding for construction, including meeting state and federal guidelines for specific minority-owned and women-owned business enterprises (MBE/WBE) in the contract documents, as well as for meeting current state and federal American Iron and Steel (AIS) requirements.
- Coordinate with TCEQ for review of final design documents to ensure conformance with design criteria.

Task 5: Bid Phase

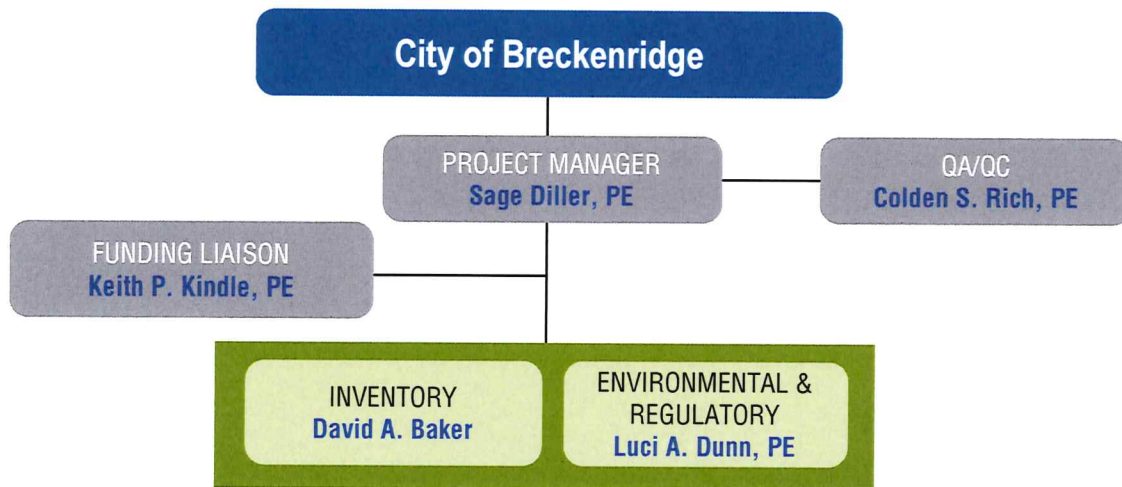
- Prepare Bid Packet/Contract Documents or prepare alternate contract packages if utilizing an alternative delivery method.
- Conduct a Pre-Bid Conference to discuss project scope and answer contractor questions as needed.
- Issue addenda for any necessary clarification of bid documents.
- Open bids or proposals (bid opening to be held at least four (4) weeks from publication date of first advertisement).
- Tabulate bids or proposals.
- Announce lowest and best bid (or proposal), if applicable (at bid opening). If required, issue a rejection of all bids and re-advertise bids.
- Conduct construction contractor eligibility verification.
- Submit all necessary awarded contractor documentation to the funding agency in accordance with request of approval and release of funding for construction.
- Approve contract award by local governing body.

Task 6: Construction Administration and Oversight

- A. Conduct a Pre-Construction Conference with the City, the funding agency and the Construction Contractor.
- B. Issue Notice to Proceed.
- C. Establish Progress Payment Schedule and Construction Contractor's submittal of cost estimates.
- D. Advise the City during construction of any potential change orders. Process and submit Change Orders.
- E. Perform inspections of the construction project.
- F. Conduct monthly Project Status Meetings with the City, the funding agency and the Contractor.
- G. Check samples, catalog data, shop drawings, laboratory and mill tests of materials and equipment and other data which the Contractor is required to submit
- H. Based on the Consultant's onsite observations and on the Consultant's review of the Contractor's Applications for Payment, determine the amount owed to the Contractor in such amounts.
- I. Provide operator training of the operators in conjunction with specific equipment training provided by the selected treatment system supplier.

- J. Develop Plan of Operations for proposed water system improvements, including Plan of Operations to the operators to utilize as a living document, to be updated as needed as the operators' experience grows.
- I. Conduct, in company with City 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.
- K. Make an inspection of the Project within one month of expiration of the warranty period and report observed discrepancies under warranty.
- L. Furnish the City a set of record prints of drawings and addendum drawings showing changes made during the construction period.
- M. Prepare Certificate of Construction Completion.

ORGANIZATIONAL CHART



M/WBE Participation

Even though eHT is not a DBE or HUB, our personnel have aggressively sought and utilized DBE/HUBs as subcontractors on numerous projects. We will make a "good faith" effort toward affording opportunity for qualified Small Business Enterprises (SBEs), Minority-owned Business Enterprises (MBEs) and Woman-owned Business Enterprises (WBEs) and will submit supporting documentation.

RESOURCE UTILIZATION PLAN

Labor Resources



eHT can be supplemented and supported by other professionals within the company to handle peaks, workloads, or 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.

In order to create continuity and effective use of labor resources, eHT relies on careful documentation. Documentation includes all decisions, calculations, meeting minutes, telephone memos and accurate and comprehensive project scoping.

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. We have a reference library of current publications that contain rules, regulations and standards applicable to this project.

Equipment Resources

Office Equipment



eHTs offices are equipped with the latest versions of communications software and devices. Both in-house and remote capabilities exist for electronic media transmission and data access. All persons have individual access and e-mail accounts for direct personnel contact. Our offices operate on a Microsoft Windows platform for communications, documentation, modeling and reporting functions using industry-standard programs. Company-wide, all of our desktop and portable computers are Intel i-7 or higher as a standard.

Our offices utilize the Microsoft Office Suite including Word, Excel and PowerPoint for data analysis and presentations and word processing. We utilize Surfer routinely for groundwater gradient contour mapping and AutoCAD Civil 3-D drafting software for surface analysis, and AutoCAD 2021 drafting software for mapping, graphics and for groundwater gradient and ISO-concentration contour mapping. Industry-specific modeling programs for groundwater analysis include Groundwater Vistas, Aqtesolve, Modflo, and the RBCA Toolkit. RBCA Tool Kit is used to develop site-specific soil and groundwater clean-up criteria / TCEQ Plan B target levels following a tiered risk evaluation approach. AQTESOLV is typically used to analyze the movement and quantity of groundwater, estimate aquifer parameters, and evaluate pump/slug test results for unconfined, confined, and fractured aquifers. Industry-specific modeling programs used for surface hydrology modeling include PondPack, HEC-RAS, and HEC-HMS. Industry-specific modeling programs used for water and sanitary sewer system analysis include InfoWater and Info SWMM.

Field Equipment

SURVEY EQUIPMENT

- Leica Automatic Level
- Trimble R-10/R-12 GPS Equipment
- Trimble 5-5/5-7 Robotic Total Stations
- Trimble TSC-3 DataCollectors
- Carlson Survey Software

WORKLOAD STATUS

Current Capacity

eHT maintains staffing at a commitment level of 80 percent or above. As backlogs increase, staff utilization increases accordingly. eHT has an existing workload requiring 90 percent commitment of the current staff. However, as existing contracts are completed over the next few months, a greater commitment of the staff resources will be available for this project.

Future Capacity

eHT will operate at a staffing capacity of 80 percent or above during the time period of this project.

Key Personnel Availability

Based on current staffing, existing projects and known awards, sufficient staff will be available during the time period of this contract.

It is anticipated that key personnel will devote the following percentage of time to the project:

Sage Diller, PE	60%
Colden S. Rich, PE	30%
Keith P. Kindle, PE	30%
David A. Baker	40%
Luci Dunn, PE	50%

Local Tasks

eHT's Abilene office will serve as a local representative for this project with support from our Granbury office. eHT will be available to immediately respond to requests or concerns.

What our Clients Say

"The City of Big Lake has been blessed to have a close working relationship with eHT. We have used their services for the past 14 years for all phases of our City's growth... new water tower, new wastewater plant, annexation, master planning, paving, landfill issues, new shop building...they cover anything a small City should possibly need. They have saved our sanity when it comes to dealing with TCEQ over violations or new permits. The minute we call on the phone, we know we will receive timely, prompt and professional assistance, no matter what area of expertise is needed. We at the City of Big Lake feel that all employees of eHT are our extended City family and hope to continue this relationship for a very long time."

Troy Kuykendall, Public Works Director
City of Big Lake

EXPERIENCE**Lead Service Line Inventory
South Houston, Texas**

eHT is providing project management for the lead service line inventory for South Houston, Texas. The project includes obtaining a physical inspection list, inspection of service line material at listed addresses and documentation and submission of findings for TCEQ Form 20493.

Contact: Alfred Gonzales, Superintendent, (713) 944-2027

Date: 2023

**Barton WSC Asset Management Plan for
Small Systems
Gordon, Texas**

eHT is preparing an asset management plan including an inventory of the system assets, their age and remaining life, the cost for replacement and the prioritization of the need for replacement, especially for the next five-year planning period. The plan will include the development of a five-year Repair and Replacement Budget, a Capital Improvement Plan, a five-year planning budget for management of assets, development of an Operations and Monitoring Plan and Water Conservation and Drought Contingency Plan, guidance for funding sources, and determination of the need for a rate study.

Contact: Shaye Trigg, Manager, (254) 693-5258

Date: 2023

**El Tanque WSC Asset Management Plan
for Small Systems
Rio Grande City, Texas**

eHT is preparing an asset management plan including an inventory of the system assets, their age and remaining life, the cost for replacement and the prioritization of the need for replacement, especially for the next five-year planning period. The plan will include the development of a five-year Repair and Replacement Budget, a Capital Improvement Plan, a five-year planning budget for management of assets, development of an Operations and Monitoring Plan and Water Conservation and Drought Contingency Plan, guidance for funding sources, and determination of the need for a rate study.

Contact: Gaby Rodriguez, Manager, (956) 487-2869

Date: 2023

**Tom Green Fresh Water Supply District
No. 2 Asset Management Plan for Small
Systems****Christoval, Texas**

eHT is preparing an asset management plan including an inventory of the system assets, their age and remaining life, the cost for replacement and the prioritization of the need for replacement, especially for the next five-year planning period. The plan will include the development of a GIS map and interactive web site, a five-year Repair and Replacement Budget, a Capital Improvement Plan, a five-year planning budget for management of assets, development of an Operations and Monitoring Plan and Water Conservation and Drought Contingency Plan, guidance for funding sources, and determination of the need for a rate study.

Contact: Michael Carroll, Manager, (325) 656-6099

Date: 2023

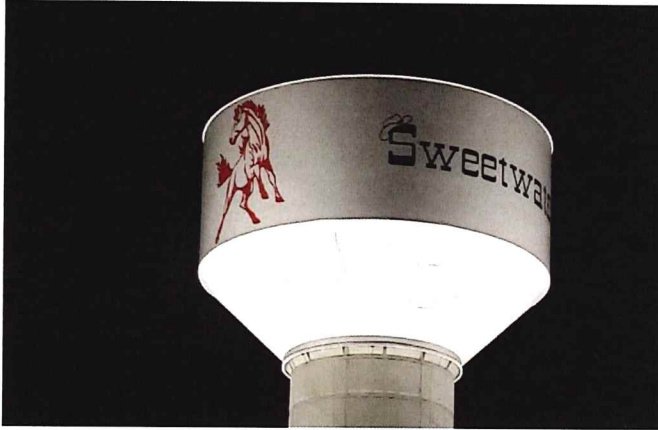
**Winkler WSC Asset Management Plan for
Small Systems
Streetman, Texas**

eHT is preparing an asset management plan including an inventory of the system assets, their age and remaining life, the cost for replacement and the prioritization of the need for replacement, especially for the next five-year planning period. The plan will include the development of a GIS map and interactive web site, a five-year Repair and Replacement Budget, a Capital Improvement Plan, a five-year planning budget for management of assets, development of an Operations and Monitoring Plan and Water Conservation and Drought Contingency Plan, guidance for funding sources, and determination of the need for a rate study.

Contact: Tim Mohl, President, (903) 599-9096

Date: 2023

DWSRF Water System Improvements Sweetwater, Texas



Due to age, along with these high pressures, much of the transmission line deteriorated over the years to the point that it experienced substantial and frequent leaking and needed constant repair. The transmission line improvements replaced the worst areas of deteriorated piping and relocated piping installed under or directly adjacent to business/parking lots. The improvements addressed the City's concerns. Replacement and/or relocation of the transmission lines restored reliable service to the community, increased line accessibility, brought the distribution system into full compliance with Texas Commission on Environmental Quality (TCEQ) design criteria and brought peace of mind to the City and all of its customers.

Contact: JJ Oznick, City Manager, (254) 629-8321
Date: 2022

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 the City of Sweetwater (City). The project included construction of approximately 2,600 linear feet (LF) of 6-inch C900 DR18 PVC water line, 4,300 LF of 10-inch C900 DR18 PVC water line, related fitting and valves and related work to reconnect existing water lines and meters to new water lines. Additionally, the project includes raw water pump station improvements and membrane replacement. Rehabilitation of the City's 820,000-gallon welded steel clearwell at the water treatment plant (WTP), including the recoating of the interior and exterior, was completed separately utilizing the American Rescue Plan Act funds.

Contact: Justin Clowers, Interim Utilities Director, (325) 235-4166
Date: 2022

DWSRF Water System Improvements Granbury, Texas

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 million gallons per day (MGD) water treatment plant (WTP), as well as the future WTP expansion.

Project elements included:

- Scout Camp Pump Station and distribution improvements consisting of a new pump station, pressure release valve relocation and 21,400 LF of 16-inch water line.
- Hospital and bridge crossing distribution improvements consisting of 10,400 LF of 20-inch water line.
- Lakewood Hills distribution improvements consisting of 850 LF of 8-inch water line, PRV and valve.
- North elevated tank distribution improvements consisting of 50 LF of 12-inch water line and valve improvements.
- Water Treatment Plant distribution improvements consisting of 350 LF of 20-inch water line to replace an existing 8-inch water line in the area.
- Loop 567 water distribution improvements consisting of 20,150 LF of 12-inch water line

Contact: Rick Crowover, Assistant City Manager, (817) 573-1114
Date: 2019

DWSRF Water System Improvements Eastland, Texas

eHT provided application support, planning, design, permitting, project management, construction management and inspection for water system improvements funded through the Texas Water Development Board (TWDB) Drinking Water State Revolving Fund (DWSRF). The City of Eastland's (City) main 14-inch transmission line between the City's high service pump station (HSPS) and their elevated storage tank (EST) was constructed of reinforced concrete steel cylinder pipe in 1952.

REFERENCES

CITY OF ABILENE

Rodney Taylor, Utilities Director, (325) 676-6416

eHT provided project management, design and support services for the following projects.

Projects located in Abilene, Texas: Hamby Water Reclamation Facility and Indirect Reuse Project; Grimes Water Treatment Plant Rehabilitation; Northeast Water Treatment Plant Rehabilitation; Water Management Strategies; TPDES Permit Renewal; Risk Management Plans; Pump Station Rehabilitation; Water Conservation Plan and Drought Contingency Plans; Sanitary Sewer Overflow Compliance; Wastewater Master Plan; Sewer Interceptor; Parallel Force Main; Effluent Project.

eHT Role: Project Management and Design

Project Engineer: Scott Hibbs, PE; Colden S. Rich, PE; Sage Diller, PE; Jordan S. Hibbs, PE (325) 698-5560

TWDB on some projects: Director, (512) 463-7847

Description and Duties: Various water and wastewater system improvements. eHT provided civil, environmental and geotechnical engineering design and management.

CITY OF SAN ANGELO

**Shane Kelton, Executive Director of Public Works
(325) 657-4323**

eHT provided project management, design and support services for the following projects.

Projects located in San Angelo, Texas: Reclaimed Water Study; Water Management Strategies; Sulphur Draw Wastewater Improvements; College Hills Rehabilitation; Hickory Groundwater Supply; Concho River Water Supply Permitting; North Bentwood Lift Station Replacement; JT Hill Emergency Water Contamination; Wastewater Treatment Plant Fine Screens Evaluation

eHT Role: Project Management and Design

Project Engineer: Sage Diller, PE; (325) 698-5560

TWDB on some projects: Director, (512) 463-7847

Description and Duties: Various water and wastewater system improvements. eHT provided civil, environmental and geotechnical engineering design and management.

CITY OF SWEETWATER

**Justin Clowers, Interim Utilities Director
(325) 933-0316**

eHT provided project management, design and support services for the following projects.

Projects located in Sweetwater, Texas: Water Treatment Plant; Wastewater Treatment Plant; Well Field Mapping; Oak Creek Transmission Line; Water Distribution System; Tank Inspections; General Engineering Contract; SOS Initiative; High-Service Pump Station; Elevated Storage Tank; Water Use Permit Amendment; Landfill SOP Revisions; WTP Risk Management Plan Update; Dam Inspections.

eHT Role: Project Management and Design

Project Engineer: Sage Diller, PE, (325) 698-5560

TWDB on some projects: Director, (512) 463-7847

Description and Duties: Various water and wastewater system improvements. eHT provided civil, environmental and geotechnical engineering design and management.

CITY OF BIG LAKE

**Troy Kuykendall, Public Works Director
(325) 277-9905**

eHT provided project management, design and support services for the following projects.

Projects located in Big Lake, Texas: Wastewater Treatment Plant; Well Field Mapping; Water Distribution System; Tank Inspections; SOS Initiative; High-Service Pump Station; Elevated Storage Tank; Water Use Permit Amendment; WTP Risk Management Plan Update; Dam Inspections.

eHT Role: Project Management and Design

Project Engineer: Joe Mangrem, PE, (325) 698-5560

Governmental Agency: TWDB on some projects, Director, (512) 463-7847

Description and Duties: Various water and wastewater system improvements. eHT provided civil, environmental and geotechnical engineering design and management.

CLAIMS/PERFORMANCE/INSURANCE/BONDING

LITIGATION

There are no past or pending litigation or claims filed against eHT that would affect our performance on this project.

TERMINATION

eHT has never been terminated from an assignment for non-performance.

INSURANCE

eHT will provide general liability insurance, worker's compensation and professional liability insurance for this project within 10 calendar days of any Notice of Award. Carrier: Marsh & McLennan Agency, LLC, 8144 Walnut Hill Lane, 16th Floor, Dallas, Texas 75231.

JOINT VENTURES/SUBCONTRACTS

There will not be a joint venture for this contract and it is not expected that 25% or more of the assignment will be subcontracted.

SUBMITTAL

Submitted By:

Sage Diller

Sage Diller, PE

Name (typed)

May 3, 2024

Date

Vice President

Title

CONFLICT OF INTEREST

CONFLICT OF INTEREST STATEMENT

I certify that the following statement is true with respect to the Request for Qualification for Engineering Planning, Design and Construction Management Services for the TWDB-DWSRF Lead Service Line Removal Project for the City of Breckenridge, Texas.

1. No principal or employee of this firm has offered or promised to pay or deliver directly or indirectly, any commission, political contribution, gift, favor, gratuity, benefit, or reward as an inducement to secure this assignment;
2. No employee, officer, or agent of the City of Breckenridge, or their immediate family members, has financial or other interest in this firm;
3. This firm will not engage in construction contracting or in the supply of goods, materials, and/or equipment for the construction of this project;
4. This firm is not associated or affiliated, either directly or indirectly, with firms, individuals, or commercial organizations that have a vested interest in the construction of this project.



Signature

Sage Diller, PE

Name (typed)

Vice President

Title



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of BEDC recommendation to a contract between BEDC and Breckenridge Industrial Foundation for Economic Development Services

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The BEDC approved a contract with the Breckenridge Industrial Foundation for economic development services (Sec. 505.102. CONTRACT WITH OTHER PRIVATE CORPORATION) with a general fund of \$150,000.00. This fund will replace other budgeted line items one-for-one for the BEDC and will enable the BIF to work in parallel with the BEDC and conduct similar projects with the single-minded goals of the EDC. The BEDC will replenish this fund to the full \$150,000.00 annually (e.g., If the BIF utilizes \$50,000.00 during the calendar year, the BEDC would only replenish \$50,000 to the fund). The agreement requires the BIF to submit semi-annual reports to the BEDC which will be included in the BEDC semi-annual reports.

FINANCIAL IMPACT:

BEDC would fund the project at \$150,000.00 and replenish at a maximum of \$150,000.00 annually.

STAFF RECOMMENDATION:

Move to approve BEDC recommendation to approve contract between BEDC and Breckenridge Industrial Foundation for Economic Development Services.



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Discussion and any necessary action accepting the Breckenridge Economic Development Corporation’s semi-annual report

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Executive Director, David Miller, will present the BEDC semi-annual report as mandated by the BEDC bylaws Sec. 4.04 Subsection 4.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Move to accept BEDC’s semi-annual report



P.O. Box 1466 100 East Elm Street Breckenridge, Texas 76424
 Phone 254-559-6228 Fax 254-559-7104 Email: david@breckenridgetexas.com

Board of Directors
Lee Olson, President
Ty Bartoskewitz
David Duggan
Mike Griffith
Ky Kennedy
Sid Curry
Wade Smith

CEO, Executive Director
David Miller

May 7, 2024

TO: Hon. Bob Sims, Mayor, City of Breckenridge
 Hon. Blake Hamilton, Commissioner, City of Breckenridge
 Hon. Vince Moore, Commissioner, City of Breckenridge
 Hon. Rob Durham, Commissioner, City of Breckenridge
 Hon. Gary Mercer, Commissioner, City of Breckenridge

Dear Mayor and City Commission:

As required per the by-laws of the Breckenridge Economic Development Corporation (BEDC) and the Administrative Contract with the City of Breckenridge, this activity report has been prepared for the members of the City Commission – City of Breckenridge. The report is submitted to fulfill those provisions as well as to keep the City Commission and the City Administration informed regarding the activities of the Breckenridge Economic Development Corporation.

This report is for the period of October 1, 2023, through March 31, 2024.

As with previous reports, you will notice the programs and activities of BEDC are of a continuing nature. They remain on the active list until they are completed, or a determination is made that the project is no longer feasible. This activity report is divided into three sections as follows:

- A. Administrative
- B. Economic Development
- C. Quality of Life Improvements

A. Administrative:

History – The City of Breckenridge held an election on May 12, 2007, as required to convert the BEDC from a 4A entity to a 4B entity. With approximately 91% affirmative votes, the election resulted in the conversion of the Development Corporation of Breckenridge (DCOB) from a 4A

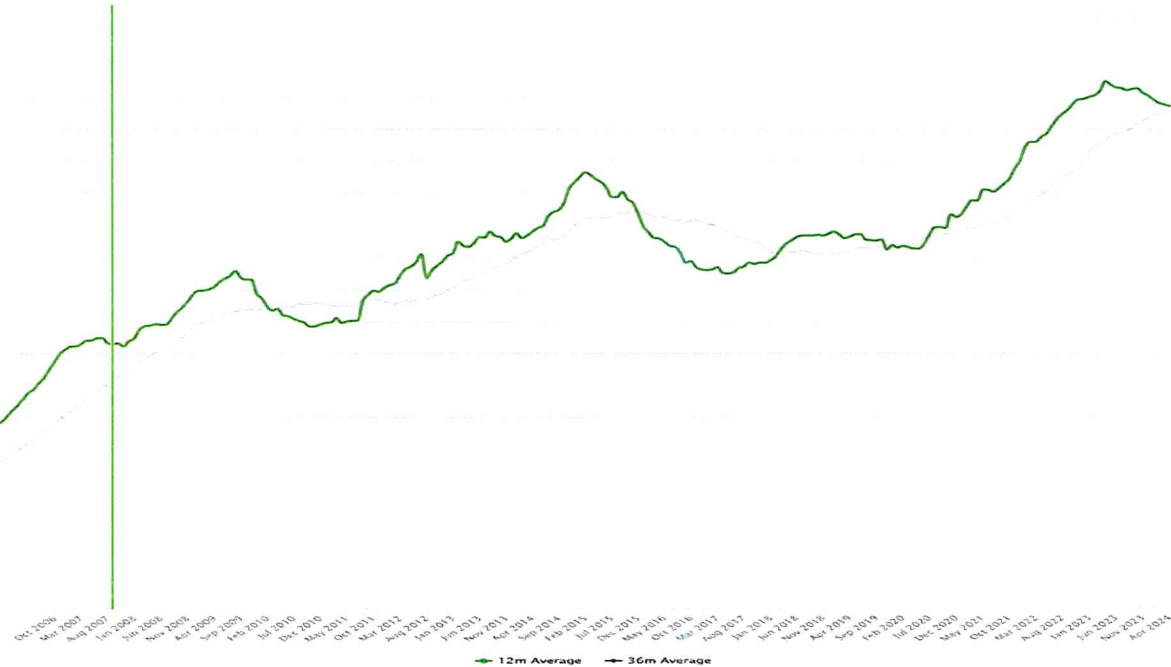
entity to a 4B (now called Type B) entity, leaving the City sales tax rate at 1/2%. BEDC was incorporated on July 6, 2007 and the previous DCOB was dissolved.

Current - Officers of BEDC as of March 31, 2024 were Lee Olson, President; Ky Kennedy, Vice-President; Wade Smith, Secretary; and David Duggan, Treasurer. Other board members include Mike Griffith, Ty Bartoskewitz, and Sid Curry.

Executive Director David Miller has joined numerous councils and networks for access to resources and trainings. These include Texas Economic Development Council where Miller was accepted into their Future Leaders Training program and serves on committees for Rural Strategies, Workforce, Communications, and Conference planning. Miller finished a year mentorship with Fred Welch, Director for Copperas Cove EDC, who has been in economic development for more than 30 years. Miller has also joined International Council of Shopping Centers, Texas Midwest Community Network, and enrolled in the OU Economic Development Institute for coursework in pursuing his Certified Economic Developer designation from International Economic Development Council. Miller is active with several local service organizations including, Lions Club, Breckenridge Ex-Officio Board Member of the Chamber of Commerce, Secretary of the Breckenridge Industrial Foundation, and is continuing to develop connections and relationships within the community.

B. Economic Development

Spending in Breckenridge has showed a significant stall over the last 6 months. Sales tax receipts have shown a consistent dip in year-over-year growth. By averaging the last 12 months of sales tax collections in comparison with the 36-month average, we can see our current growth trend by the gap between the two. According to the chart below, the gap between the 36-month and 12-month averages has now virtually disappeared, indicating our growth has stalled. The horizontal green line indicates when the BEDC was created.



Breckenridge EDC Semi-Annual Report – October '23 to March '24 2

The YoY change the last six months could be attributed to several factors:

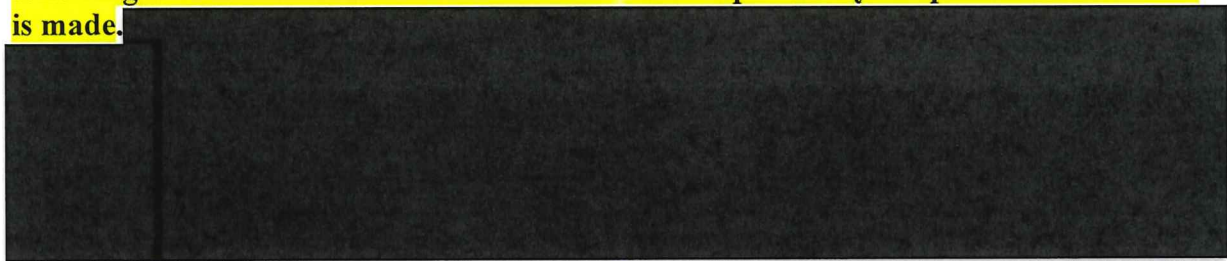
Visitors

Lake Level and Bridge Closure

Breckenridge has a net loss of visitors, likely due to decreased water levels at Hubbard Creek Lake followed by closure of the bridge. Visitors traveling to Breckenridge from at least 60 miles away have decreased by 15-20% since last summer with the peak happening in January. Decreased water levels and thru-traffic have a direct impact on our economy and we have begun looking into possibilities to keep the lake levels less volatile and to encourage developments at the lake. We still receive calls asking if the bridge is open which means an unknown number are likely still not passing through Breckenridge under the assumption the bridge is closed. Through conversations with businesses connected with the lake, fishing tournament traffic could be near non-existent this year due to water levels. Texas Department of Transportation has plans to add another 2-lane bridge next to the current bridge to lessen issues with wide loads and possible burden if there was ever another closure. TxDOT is in the process of applying for funding for the project.

Accommodations

Visitors spend on average up to \$200/night each night they stay away from home. Local motel rates have risen to \$110/night to \$140/night on weekends and paired with 30% lower occupancy, we are seeing fewer overnight stays. The lack of hotels or affordable accommodations sends our visitors to other communities to spend their dollars. **The following is confidential and should be redacted if requested by the public before a deal is made.**



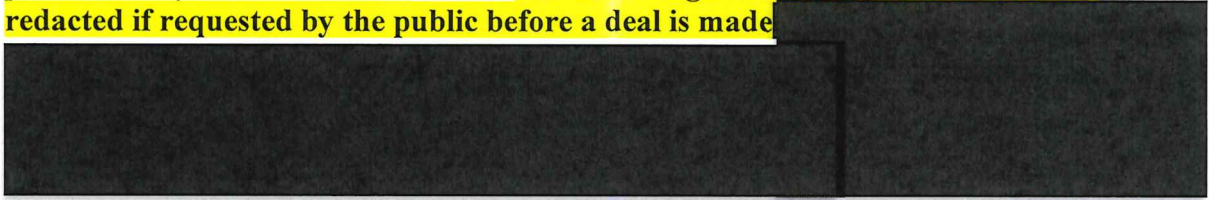
Inflation and Interest Rates

Inflation has slowed significantly but has been stubborn. The Federal Reserve has hinted at rates cuts this year, but due to inflation still lingering in the higher ranges it could still be a while before we see true relief in interest rates. Higher rates and cost of goods deplete discretionary spending and profit margins for small businesses. In a community with lower discretionary spending, these factors are exacerbated and will show their effects when other communities are still seeing small growth.

Leakage

Breckenridge’s trade area continues to see elevated spending outside of our city limits. Leakage is typically due to a lack of service or goods. We are working to identify brands and services that we may bring back to Breckenridge. The hope is not only to prevent leakage, but to create a surplus by offering goods or services that other neighboring communities will then leave to purchase here. One way we have put this into action is by recruiting Neri’s restaurant. Our trade area spends millions each year eating out outside of Breckenridge and

predominantly in Graham and Abilene. **The following is confidential and should be redacted if requested by the public before a deal is made**



One-time Taxpayers, Construction, and Audits

Evaluating sales tax collections is a meticulous task that has proven fruitful and frustrating. In previous collections, taxpayers will sometimes pay ahead or not at all resulting in an eventual audit. These payments can throw off analysis from what is really happening. These audit payments can result in ten thousand dollars arriving a year after it was truly due and in one lump sum. The same result can happen when an oil field company makes an extremely large purchase that will not be repeated for years. These collections do not adequately relay the health of our community. One trend we were able to identify is a significant decrease in spending on construction materials.

Inversely, inflation continues to contribute to an exodus from metropolitan areas to rural towns. Without an increased supply of housing, our economic growth will be slow and harder on our existing businesses. While Breckenridge has been able to maintain a stable to slightly growing economy, the availability of workforce continues to be one of our chief obstacles.

As our Mission Statement implies, BEDC actively works closely with existing business and industry in continuing efforts to retain jobs and help with the expansion of existing operations. We also continually pursue outside industry and commercial enterprises in an attempt to create “primary” jobs in Breckenridge and are also actively trying to recruit additional quick serve restaurants and clothing retail.

EZ-Pack Bridgeport

Supply chain issues finally ended last month for EZ-Pack in regard to the availability of chassis for production. We have a current project in place with EZ-Pack Bridgeport to maintain and increase their employment numbers. The first period of that incentive agreement ended on July 31st. They were able to maintain all their current positions through the chassis crisis and even added a few positions. The parent company recently purchased a tow-truck manufacturer in Virginia, and it is our hope that we may be able to incentivize the relocation of that product to Breckenridge. The similarity in build makes the integration of the product into the current facility relatively easy. The workforce is their largest concern.

Elite Submersible Pumps

BEDC built an 11,940 square foot facility on the property located at 1250 Brown Road (on the Industrial loop south of EZ-Pack Bridgeport) which we lease to ESP as of February 2021 and is a 5-year agreement. ESP is investing in the property to increase their inventory yard and production capabilities. The BEDC signed a performance agreement recently to incentivize the creation of new jobs.

Ox Manufacturing, Inc.

Ox Manufacturing diversified its manufacturing to include several CNC products to lower the effects of occasional volatility in the gun market. The BEDC sold two buildings to OX recently

and as part of the agreement we are repairing parts of the building to suit their manufacturing needs and the weatherization and aesthetics of one of the buildings.

RGN Manufacturing Services

RGN has had a steady production level over the last year but has not returned to previous production levels before interest rates began to rise over a year ago. RGN has seen an evolution in their business model toward dealerships and in regard to their products. They offer small cottages, workforce housing, and HUD manufactured homes. As a commitment to RGN and one of our community’s greatest industrial resources, the BEDC included a \$40,000/year allowance for capital improvements to the building as part of the 5-year lease we signed last year.

BEDC Loans to local businesses

The BEDC continues to offer loans from our Revolving Loan Account established several years ago. The BEDC currently has three businesses with loans in repayment after having multiple loans paid off recently. We do still have one loan in default which is being pursued with the help of the city attorney.

Welding program with BHS

BISD, TSTC and BEDC were instrumental in the creation of a dual-credit welding class for Breckenridge High School. The classes are taught at the TSTC Welding Facility. Partial funding (scholarship of tuition) all students in the program was provided by BEDC. The class started with ten students in the fall of 2019.

LVN program with BHS

BISD, TSTC and BEDC also started a LVN program in Breckenridge High School in 2019. Students in this program will receive much of the training required to take their Licensed Vocational Nurse exam. The remaining training needed can be taken at TSTC or other programs like Texas Tech’s program in Abilene.

TSTC Facility

The BEDC conveyed 415 N. Breckenridge Ave to TSTC for continued higher education within our community. This reduced BEDC’s financial responsibility and liability and promotes a more permanent presence by TSTC here in Breckenridge. The property reverts back to the BEDC in the event TSTC ceases operations in the building.

CDL certifications with TSTC

One of the newest programs coming to TSTC is the ability to get a CDL license. Students will be able to do everything locally except for the final test, which would still be done by TSTC but at their Abilene campus. We have tried to find a suitable location for this training, but as of yet, we have not been able to. It is likely that we will pay to create a road on one of our current properties for this course to finally be implemented locally.

TSTC Continuing Education

The Chamber took point on coordinating with TSTC on aligning events with continuing education coursework as a means to increase tourism. The first CE class was held during the Golf Tournament week. The course was not well attended and was likely due to poor marketing.

Hotel and Convention and Visitors Bureau

The Convention and Visitors Bureau is in full swing with Rhonda Crawford as the part time Director of the organization which will be housed within the umbrella of the Chamber of Commerce. The CVB is holding the Breckenridge Airshow later this month and will hold the first Basil Clemons Festival of Arts later this year on September 21.

Bealls Building

The Bealls building was recently used as an incentive to Neri’s restaurant after having remodeled the exterior of the building. I believe it will increase downtown walking traffic after hours and contribute to a more vibrant downtown while providing a dining experience we still lack in Breckenridge.

C. Quality of Life Improvements

BEDC has been working on several different facets of improving the quality of life in Breckenridge to make the city more appealing to residents, business, and industry. For purposes of this report, they are represented under the topics of (1) Housing, (2) Community Improvements, and (3) Other projects

(1) Housing

BEDC has continued to use established programs for housing and demolition incentives which have been utilized numerous times each year. The bulk of these incentives will be discontinued and we will be contracting with the Breckenridge Industrial Foundation to work in conjunction with us on address needs such as these.

Apartments

We identified Ridgecrest Apartments as a housing growth potential a few months ago when it came up for sale. The property went for foreclosure due to the lack of cash flow. It became apparent that the property had an extensive number of vacancies due to deferred maintenance. We were able to assist a developer in purchasing the property with hopes of remodeling and possibly building new rental units on vacant grounds. There are 26 vacant units in the existing structure that we are hoping will come online this year.

Demolition

We have entered into an agreement with the City of Breckenridge and Stephens County to help pay for the costs of demolition of condemned structures that are conveyed to the city. The presence of substandard and distressed housing remains one of the key factors of marketing Breckenridge as a place to set down roots. Aesthetics, like with the façade grants below, are tales to prospects that a community is worth investing in. If we can continue to beautify our housing, we will see newer and nicer housing come in.

Construction

The Breckenridge Industrial Foundation cleared roughly 16 acres on Dairy Street and should close on a development deal on May 10th. This construction is essential for growth and for the incremental increase it will ignite in our housing market values. This one

development could contribute more than \$20 million dollars in housing within the next 5 years.

On top of lowering taxes, it could increase new home sales prices from around \$115/sf (\$172,500 for a 1,500 square foot home) to \$160/sf (\$240,000 for a 1,500 square foot home). A new home in neighboring cities are currently at a base of about \$180/sf. This disparity in price is part of what inhibits big developments from choosing Breckenridge to build. Increasing our sales prices for new homes will more easily draw new developments for their profitability.

(2) Community Improvements

Downtown Development Council

The BEDC created the Downtown Development Council in 2021 to help in developing a strategic plan for the downtown area. The BDDC spearheaded efforts to pass mixed-beverage sales within the city limits which passed in May. The board is currently working with the TMCN leadership students to renovate a vacant lot at 117 W. Walker. One area the BDDC has been most visibly effective in has been façade grants downtown. Facades approved include:

- 125 W. Walker - Abecca Grace
- 103 W. Walker - Blackhorse Mercantile and Café
- 117 E. Walker - Copperleaf Properties
- 135 E. Walker - White Orchid
- 101 W. Walker - Katherine Parker Designs
- 105 W. Walker – Déjà Vu
- 201 W. Walker – Dude Ezell (unfinished)
- 127 W. Walker – William Smith (unfinished).
- 132 E. Walker – Melinda Fore Insurance Agency (unfinished)
- 216 & 218 W. Walker – Greg Akers – Now David Stowe (unfinished)
- 114 E. Elm – Greg Akers (unfinished)
- 116 E. Elm – Friends of Historic Breckenridge
- 113 W. Walker – 40 Something Cowgirls
- 122 W. Walker – Thurmon Furniture

The BEDC has paid Johnny Trigg to care for the upkeep of the downtown and at the March '23 meeting, the BEDC voted to extend Trigg’s service through the end of the '24 fiscal year and gave him a raise.

Façade Grants within the City Limits

The BEDC extended the program to all businesses within the city limits. Façade grants outside of the downtown include:

- 1318 E. Walker - Boomtown Burgers
- 1203 W. Walker - Ladybug Pest Control
- 3114 W Walker – Caddo Creek Investments/ American Discount Liquor
- 1117 W Walker St - Ray’s Wild Game

Murals

In line with facades, the board of directors approved an expense of up to \$34,500 for the full restoration of the current murals downtown. Muralist Lauren Fails gave the best proposal for the project and has begun restoring the murals. Lauren has been a great asset to our efforts in planning the Basil Clemons Festival of Arts.

Broadband Internet

The BDO recently released their newest map which shows that Breckenridge and the majority of Stephens County is not eligible for funds to incentivize fiber internet builds due to the presence of satisfactory internet already in place. While the stigma of cable internet in relation to fiber is enough to create a negative feel, practically speaking, we are blessed to have high speed internet.

Breckenridge Improvement Council

BEDC provided funds needed for ongoing expenses of the Breckenridge Improvement Council, Inc, a local nonprofit 501(c)(3) corporation that accepts and forwards tax-deductible contributions to other local nonprofits and government entities.

(3) Other Cooperative Efforts

The Breckenridge Economic Development Corporation board members and staff continue to communicate with representatives of these and other beneficial organizations:

- Stephens Memorial Hospital District
- Breckenridge Independent School District
- Stephens County Commissioners Court
- Texas Economic Development Council (TEDC)
- Association of Rural Cities in Texas (ARCIT)
- Texas Midwest Community Network (TMCN)
- Texas Midwest Economic Development Alliance (TMEDA)
- Big Country Manufacturing Alliance
- Leon-Bosque Resource Conservation and Development Council (RC&D)
- TSTC and the TSTC Foundation
- Texas Department of Agriculture (TDA)
- U. S. Department of Agriculture Rural Development (USDA)
- Texas Workforce Commission
- Workforce Solutions of West Central Texas
- Texas Rural Development Corporation
- TXU Economic Development Assistance
- Texas Department of Criminal Justice
- Texas Association of Business and Chambers of Commerce
- West Central Texas Council of Governments
- West Central Texas COG Business Development Loan Program
- West Central Texas Economic Development District
- State Representative Glenn Rogers
- State Senator Charles Perry
- U.S. Congressmen Roger Williams

U.S. Senators Ted Cruz and John Cornyn

The Board of Directors has asked that I remind the members of the City Commission and City Administration that they are always welcome and invited to attend any board meeting of the corporation. Our meetings are normally held on the third Tuesday of each month at 5:00 pm.

Respectfully submitted,

David Miller

David Miller
Executive Director



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Strategic Plan Update and 2024-2025 Budget priorities.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

In preparation for budget development, we are reviewing the Strategic Plan developed in 2022-2023 as the Strategic Plan identified funding priorities for FY 2023-2024. Staff will provide a status update and look ahead at continuing to implement the Strategic Plan, seeking City Commissioner's direction on funding priorities.

As a part of the Strategic Plan development in 2022-2023, we engaged with our citizens, seeking feedback on their priorities. We did this through an open house event as well as a community-wide survey. We again conducted a community-wide survey in April 2024 and will compare the results.

The Stephens County Appraisal District sent out the 2024 Preliminary Taxable Values this past week. Unfortunately, the values are slightly down:

2023 Certified Taxable Values:	\$268,825,034
2024 Preliminary Taxable Values:	\$267,143,881

FINANCIAL IMPACT:

NA

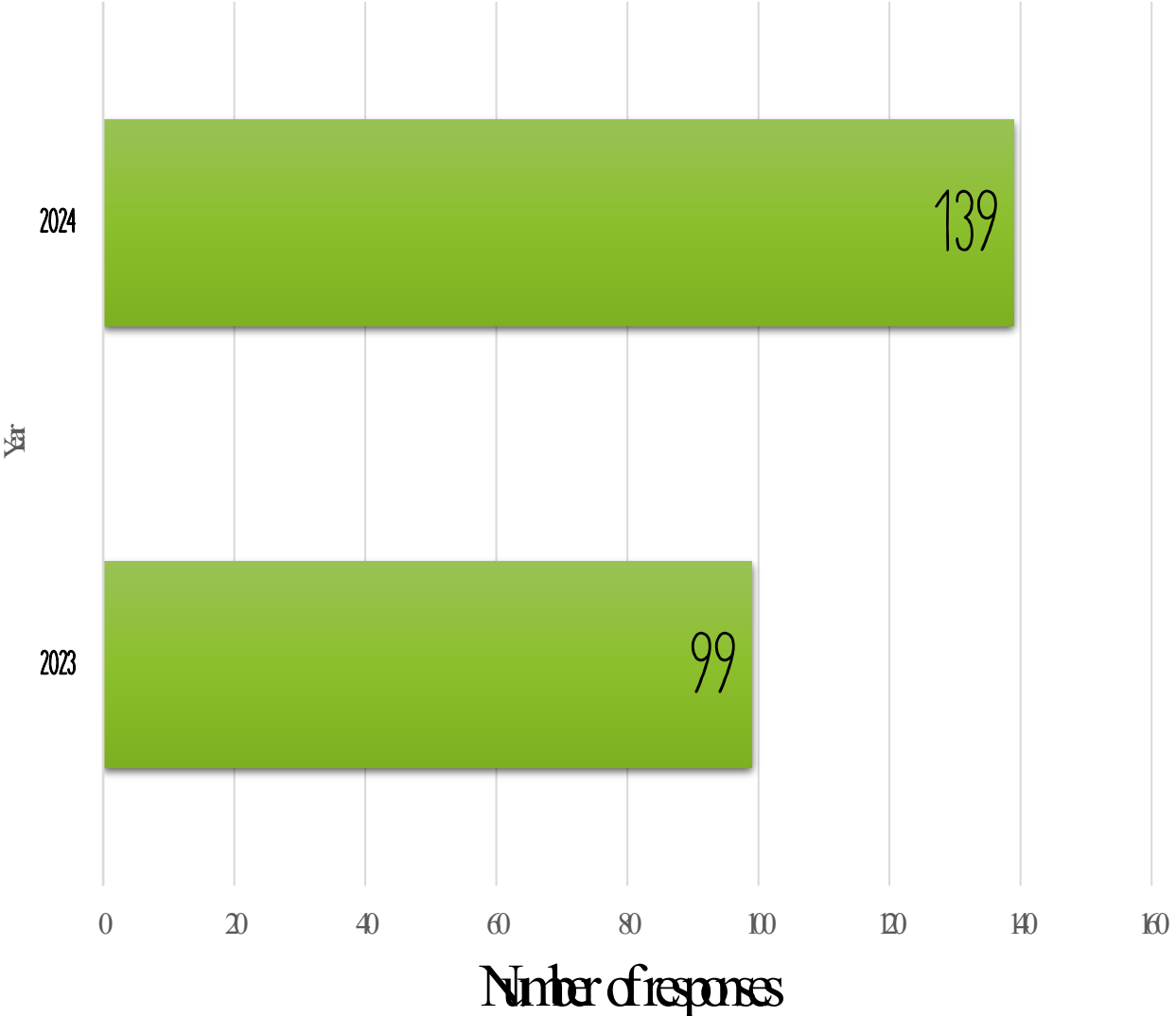
STAFF RECOMMENDATION:

No formal action is needed, direction only.

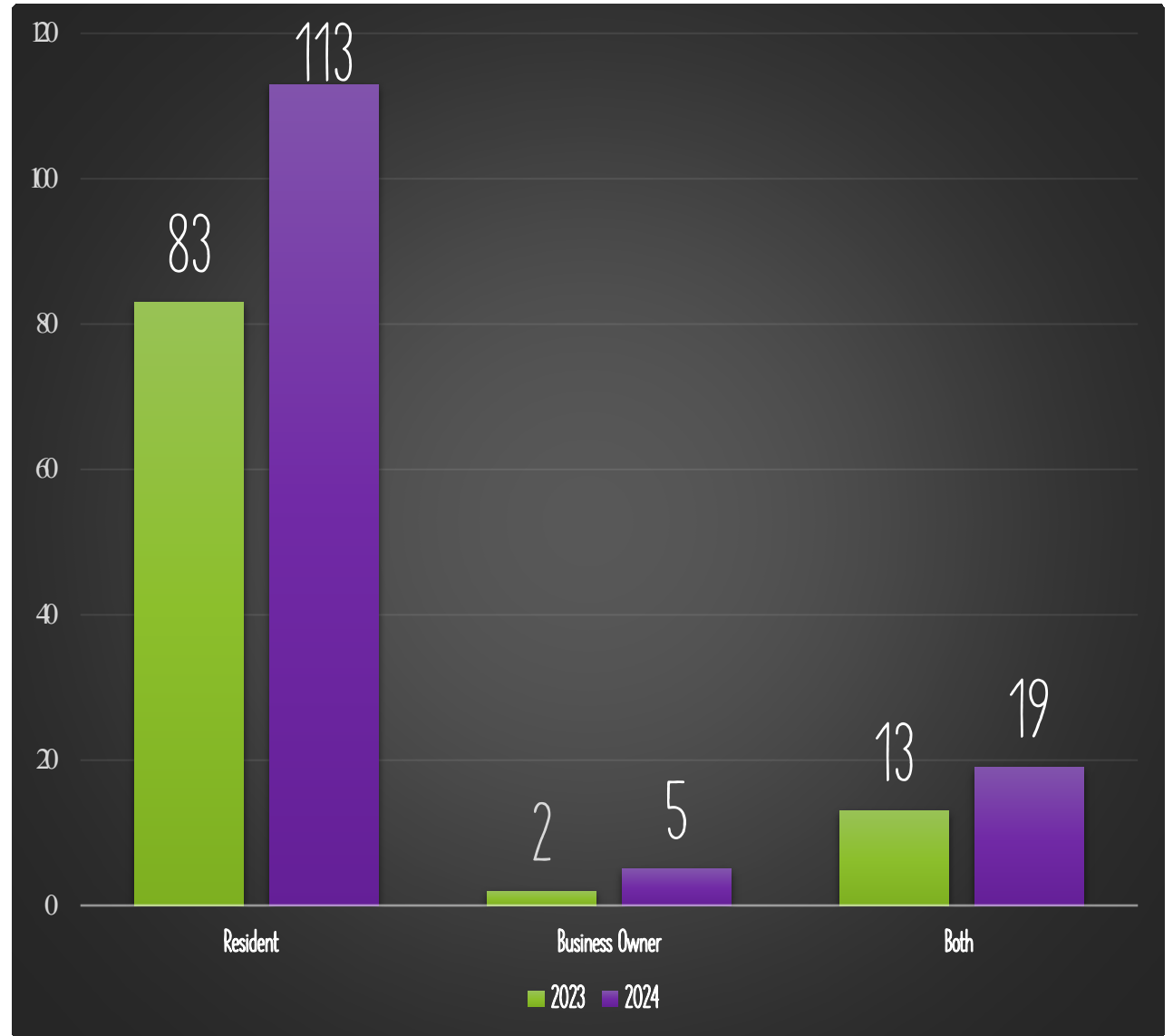
2024 CITIZEN ENGAGEMENT SURVEY



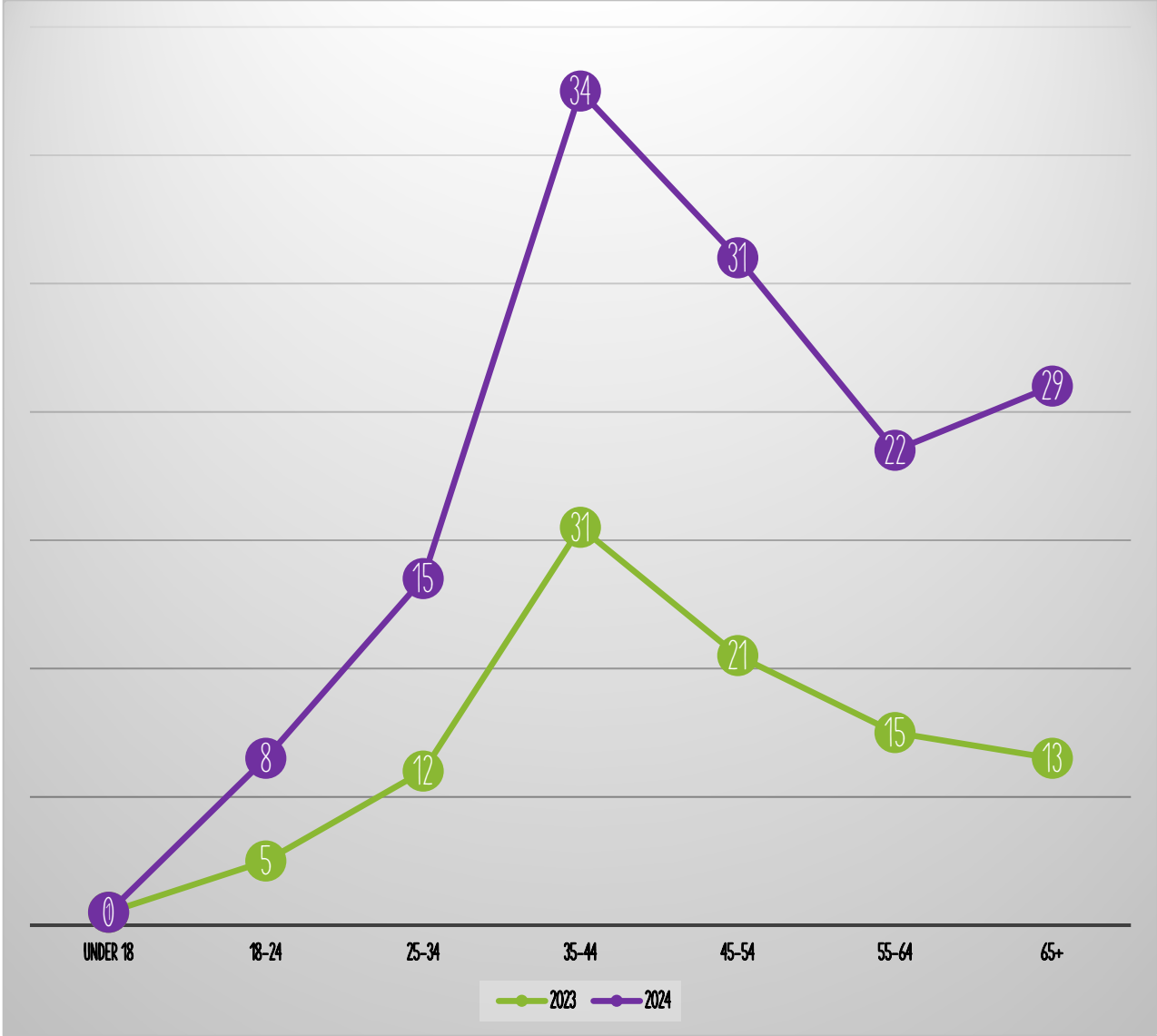
TOTAL SURVEY RESPONSES



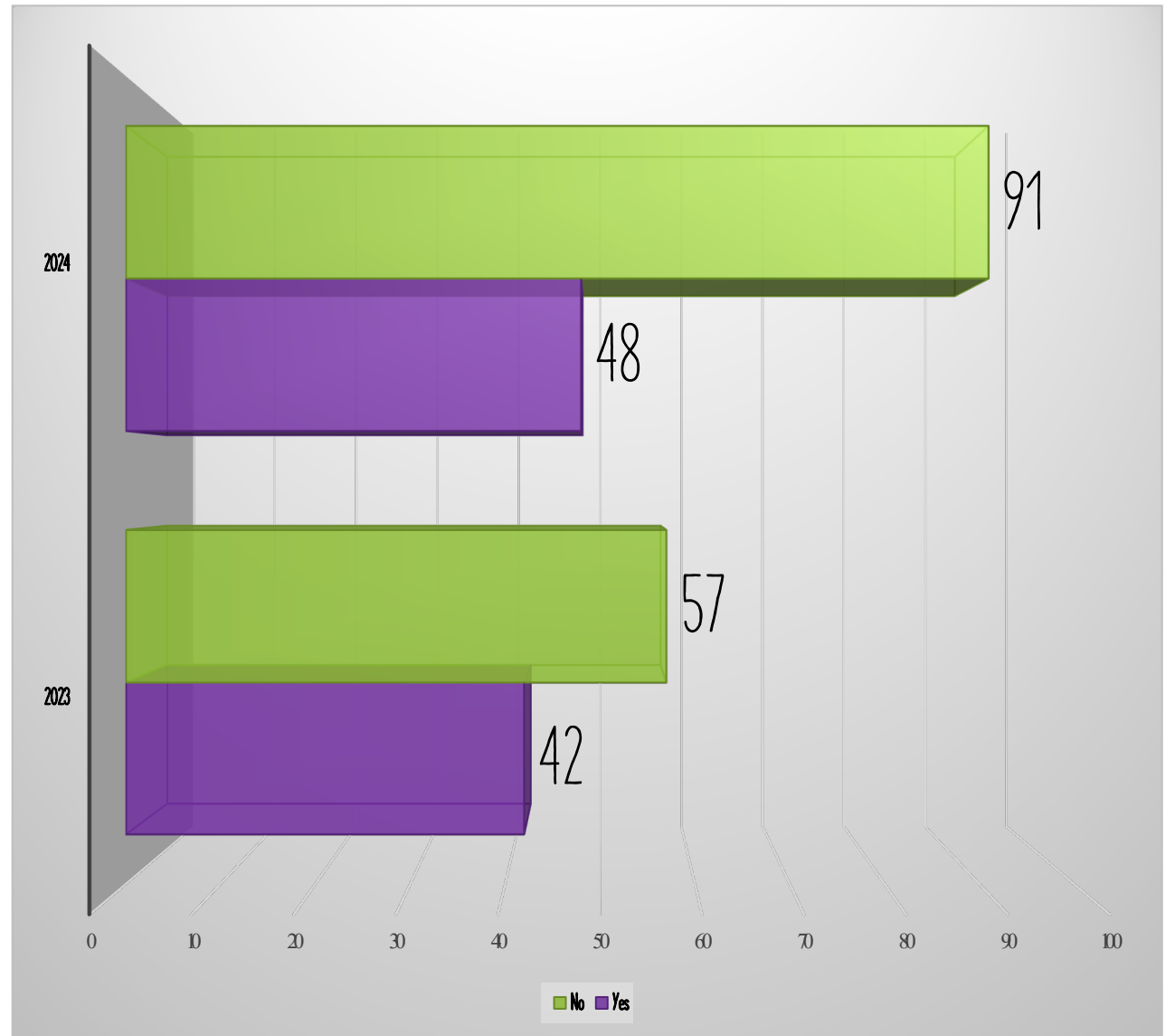
ARE YOU A
RESIDENT OR A
BUSINESS
OWNER?



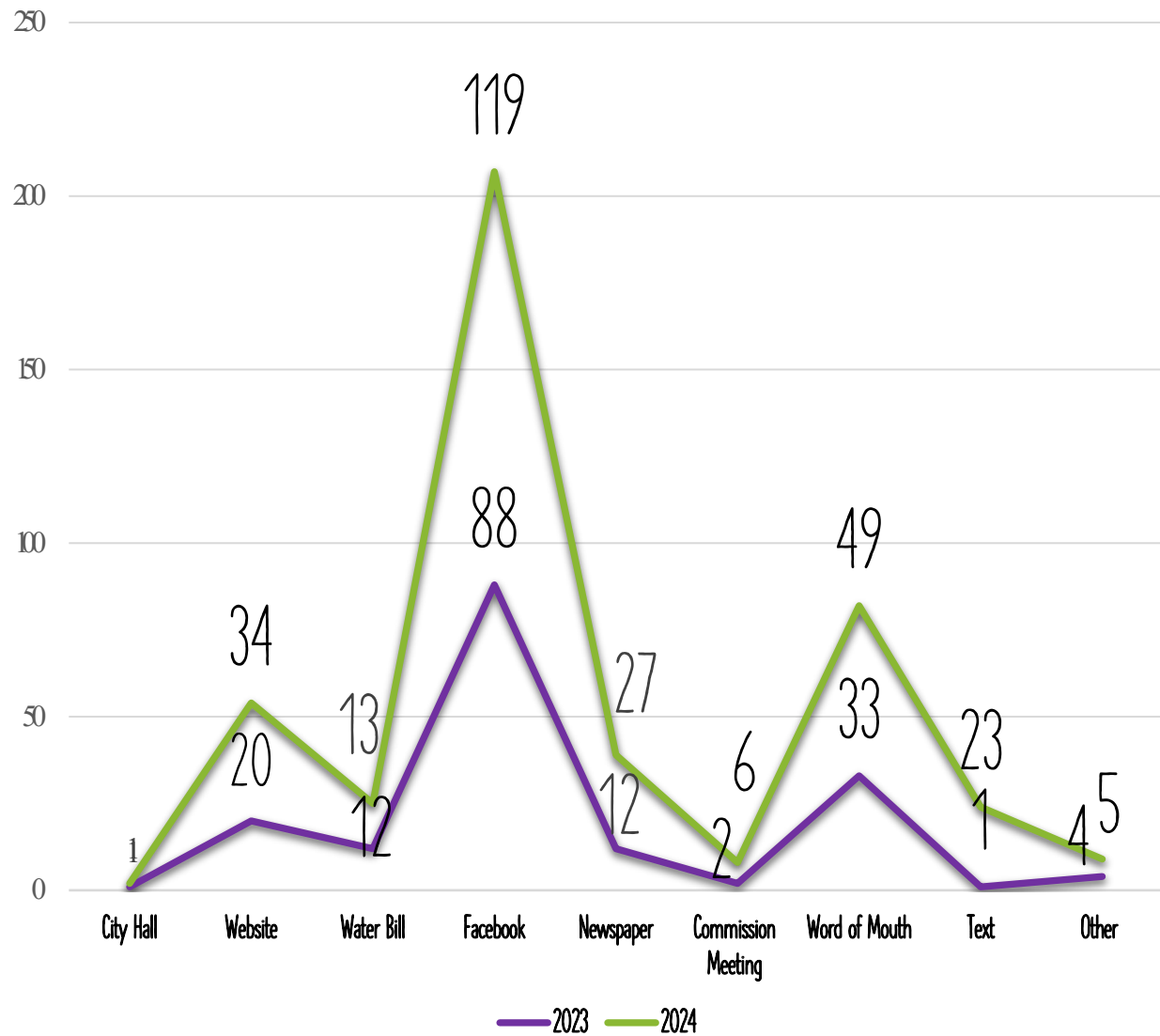
AGE GROUP?



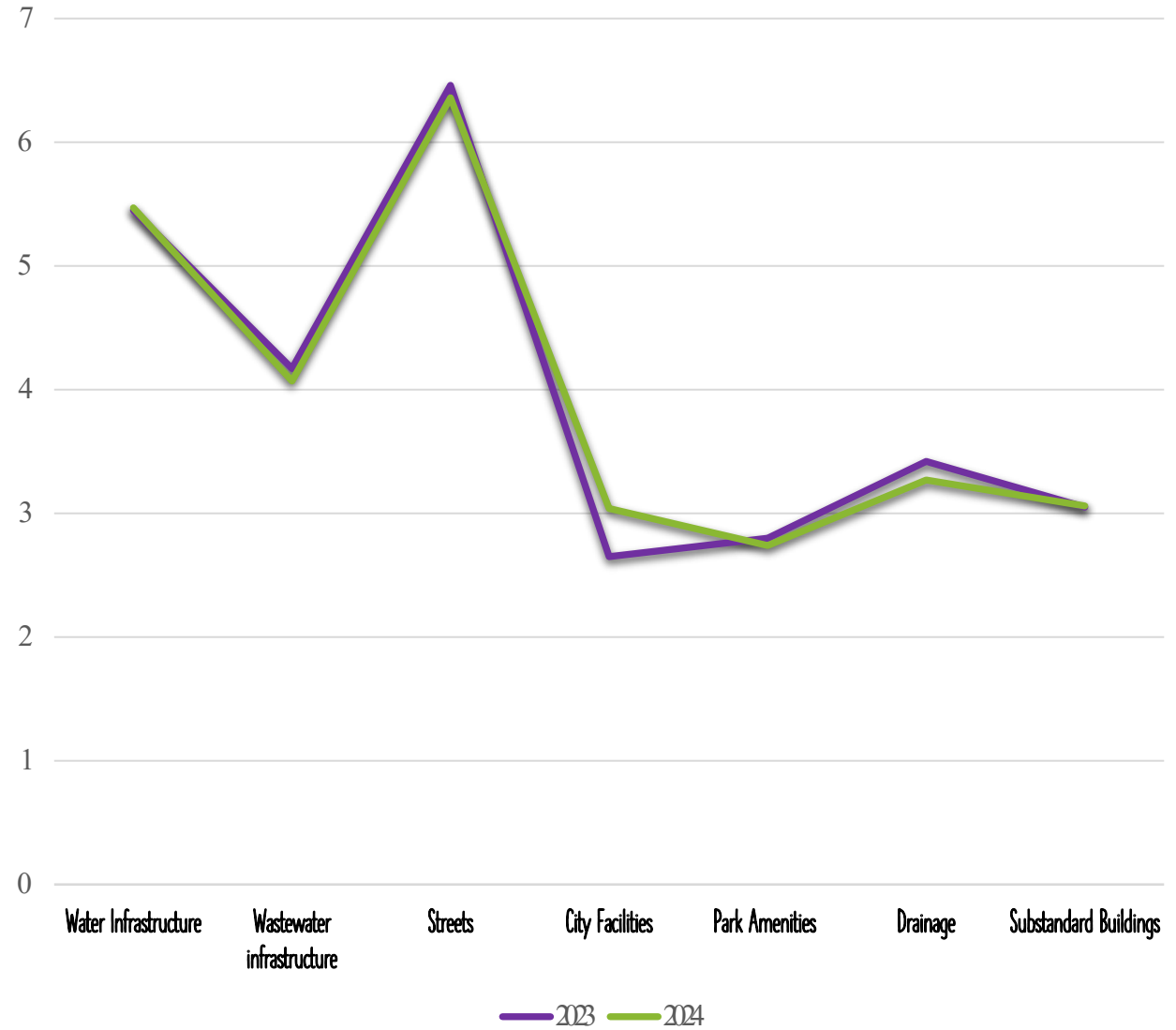
DO YOU HAVE
CHILDREN
UNDER THE
AGE OF 28 IN
YOUR HOME?



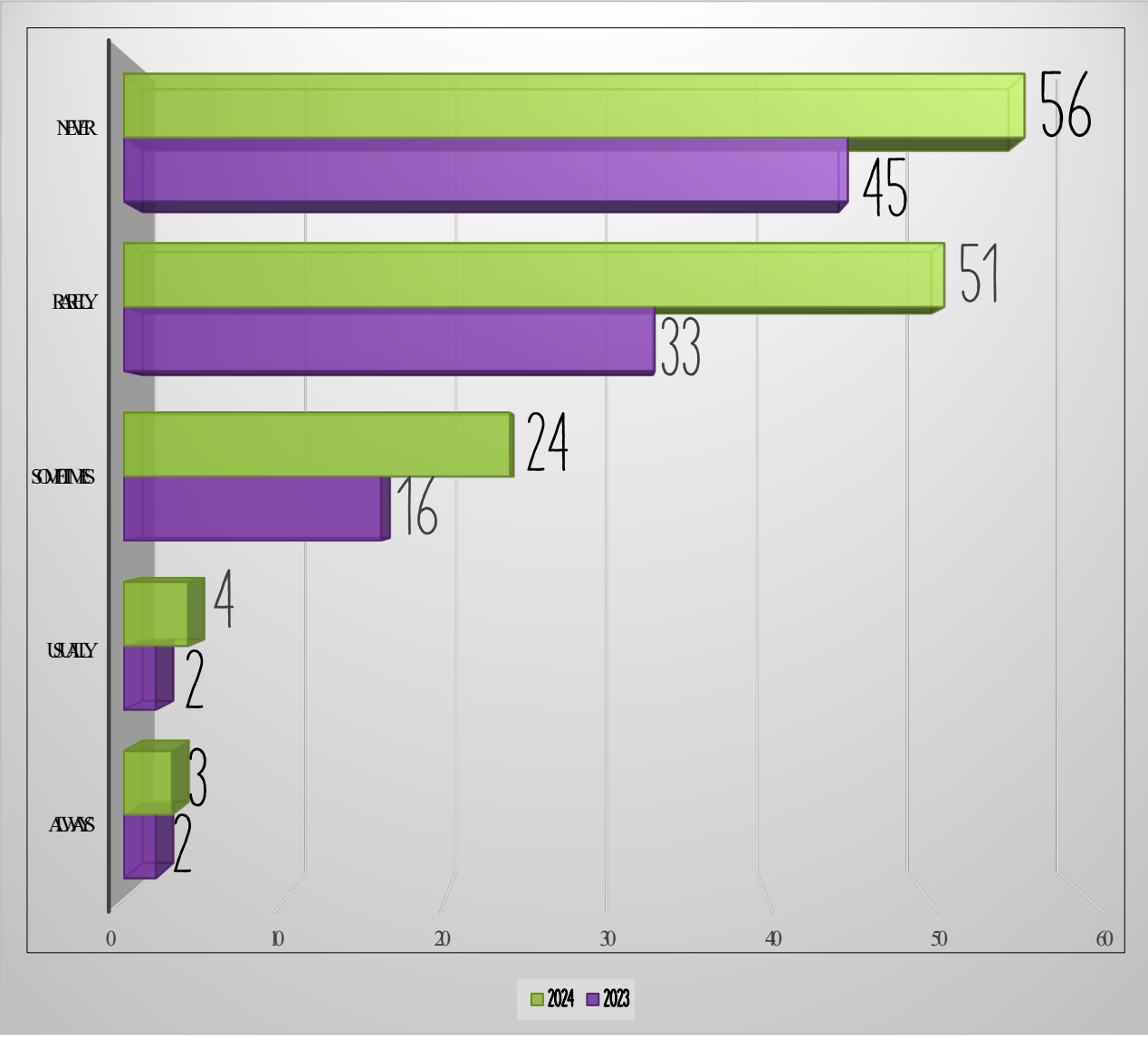
MOST
CONVENIENT WAY
TO FIND OUT
ABOUT CITY
SERVICES, NEWS,
AND EVENTS?



IMPORTANCE OF INFRASTRUCTURE IMPROVEMENTS



HOW OFTEN DO YOU ATTEND CITY COMMISSION MEETINGS?



2023

Q9 How would you rate the overall quality of services provided by the City of Breckenridge Police Department, which provides police services, animal control, and 911 Dispatching?

Answered: 99 Skipped: 0

3.1 ★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	13.13%	16.16%	29.29%	28.28%	13.13%	99	3.12
	13	16	29	28	13		

2024

Q6 Since the last survey conducted in March of 2023, how would you rate the overall quality of services provided by the City of Breckenridge Police Department, which provides police services and 911 Dispatching?

Answered: 133 Skipped: 6

3.4★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	4.51%	9.02%	50.38%	18.80%	17.29%	133	3.35
	6	12	67	25	23		

2024

Q7 Since the last survey conducted in March of 2023, how would you rate the overall quality of services provided by the City of Breckenridge Animal Control Services?

Answered: 134 Skipped: 5

2.5★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	27.61% 37	20.15% 27	34.33% 46	11.94% 16	5.97% 8	134	2.49



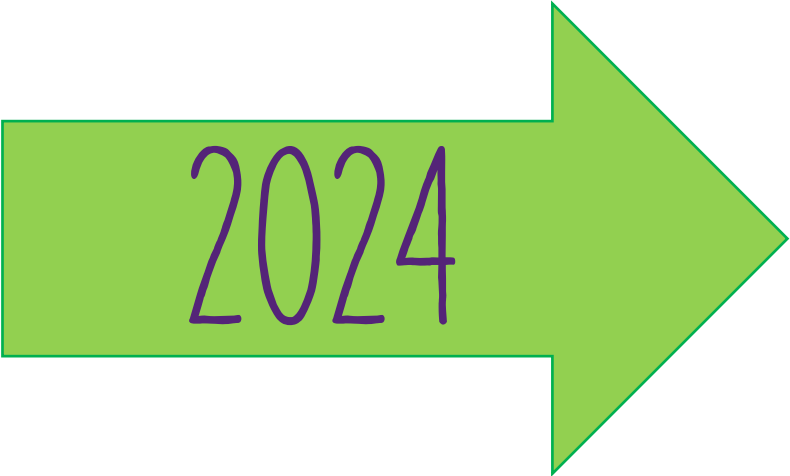
Q10 How would you rate the overall quality of services provided by the Breckenridge Fire Department?

Answered: 98 Skipped: 1

4.3★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	0.00%	3.06%	12.24%	36.73%	47.96%	98	4.30
	0	3	12	36	47		



Q8 Since the last survey conducted in March of 2023, how would you rate the overall quality of services provided by the Breckenridge Fire Department?

Answered: 135 Skipped: 4

4.4★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	0.74%	0.74%	14.81%	30.37%	53.33%	135	4.35
	1	1	20	41	72		



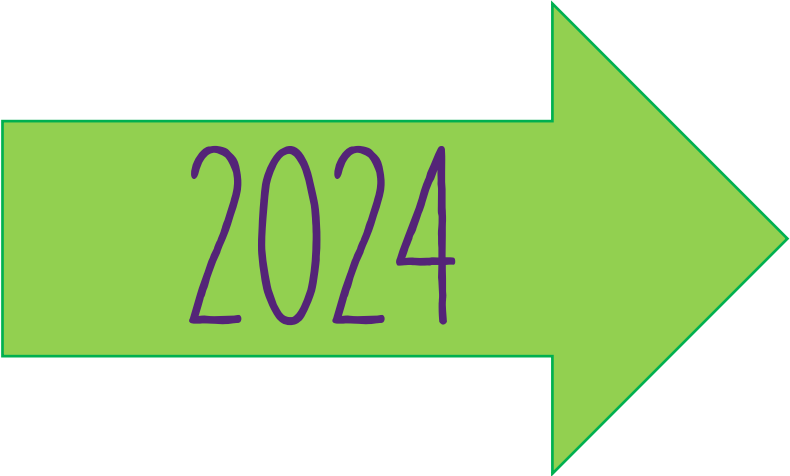
Q11 How would you rate the overall quality of the City of Breckenridge Public Services department, which maintains city parks and cemeteries?

Answered: 99 Skipped: 0

3.6★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	2.02%	7.07%	40.40%	34.34%	16.16%	99	3.56
	2	7	40	34	16		



Q9 Since the last survey conducted in March of 2024, how would you rate the overall quality of the City of Breckenridge Public Services Department, which maintains city parks and cemeteries?

Answered: 138 Skipped: 1

3.7★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	2.90%	5.07%	39.86%	26.81%	25.36%	138	3.67
	4	7	55	37	35		

Q10 During the Survey conducted in March of 2023 many residents expressed an interest in The City of Breckenridge providing a splash pad. How would you rate your overall interest in the City of Breckenridge converting the existing baby pool into a splash pad.

Answered: 139 Skipped: 0

3.5★
average rating



	NOT AT ALL INTERESTED	(NO LABEL)	SOMEWHAT INTERESTED	(NO LABEL)	VERY INTERESTED	TOTAL	WEIGHTED AVERAGE
☆	20.86% 29	5.04% 7	20.86% 29	12.95% 18	40.29% 56	139	3.47



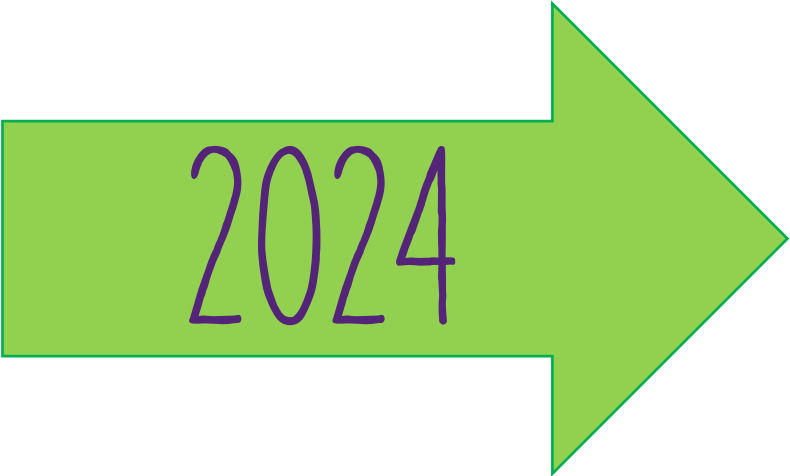
Q12 How would you rate the overall quality of services provided by the City of Breckenridge Public works department, which maintains city roads and provides water and sewer services?

Answered: 99 Skipped: 0

1.5★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	64.65%	21.21%	10.10%	4.04%	0.00%	99	1.54
	64	21	10	4	0		



Q11 Since the last survey conducted in March of 2023, how would you rate the overall quality of services provided by the City of Breckenridge Public Works Department, which maintains city roads and provides water and sewer services?

Answered: 138 Skipped: 1

2.2★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	42.75%	20.29%	20.29%	4.35%	12.32%	138	2.23
	59	28	28	6	17		



Q13 How would you rate the overall quality of the City of Breckenridge Developmental Services Department, which includes code enforcement and permitting?

Answered: 94 Skipped: 5

2.5★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	22.34%	24.47%	37.23%	13.83%	2.13%	94	2.49
	21	23	35	13	2		



Q12 Since the last survey conducted in March of 2023, how would you rate the overall quality of the City of Breckenridge Developmental Services Department, which includes code enforcement and permitting?

Answered: 135 Skipped: 4

2.7★
average rating



	POOR	(NO LABEL)	FAIR	(NO LABEL)	EXCELLENT	TOTAL	WEIGHTED AVERAGE
☆	19.26%	19.26%	42.96%	10.37%	8.15%	135	2.69
	26	26	58	14	11		



Q15 In comparison to City infrastructure how important is addressing city beautification? (code enforcement, substandard structures)

Answered: 97 Skipped: 2

4.0★
average rating



	NOT AT ALL IMPORTANT	(NO LABEL)	SOMEWHAT IMPORTANT	(NO LABEL)	VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
☆	2.06%	3.09%	28.87%	28.87%	37.11%	97	3.96
	2	3	28	28	36		



Q14 In comparison to city infrastructure how important is addressing city beautification? (code enforcement, substandard structures)

Answered: 138 Skipped: 1

4.0★
average rating



	NOT AT ALL IMPORTANT	(NO LABEL)	SOMEWHAT IMPORTANT	(NO LABEL)	VERY IMPORTANT	TOTAL	WEIGHTED AVERAGE
☆	2.17%	5.07%	27.54%	18.84%	46.38%	138	4.02
	3	7	38	26	64		

What do you feel the City of Breckenridge is Doing Well?

1	Revitalizing Downtown	<i>“Definitely improving downtown beautification; Foundation Park Improvements!”</i>
2	On the right track-improvements generally	<i>“Communication: Challenges are high, but progress is being made in streets, water/wastewater, admin/mgmt., and parks.”</i>
3	Parks and Beautification	<i>“Upgrades to the park and Foundation Park were a huge step in the right direction. Very welcoming: the re-pavement of Rose, Elliott, and 7th also helped.”</i>
4	Employees (employee pay, quality employees, employee development)	<i>“Employee’s attitude of service to and willingness to help citizens.”</i>
5	Streets	<i>“Beautification on Walker Street and street repairs. I understand this will take time but happy to see improvements!”</i>
6	Quality of Life Improvements	<i>“Cooperative effort, vision/direction for the city, communication with citizens and input.”</i>

What do you feel the City of Breckenridge needs to work on?

1	Streets	<i>“It’s a broken record for us all, but the streets!”</i>
2	Code Enforcement	<i>“Code Enforcement – not only high grass and poorly maintained structures but also loud music and loose pets.”</i>
3	Water/Wastewater	<i>“Water infrastructure and water leaks.”</i>
4	Employee pay/ development	<i>“Better pay and training for employees”</i>
5	Communication	<i>“More explanation of what ya’ll have to work with, i.e. limited resources and how and why you make decisions with limited resources.”</i>
6	Animal Control	<i>“Enforcing laws related to lose and aggressive dogs.”</i>
7	Law Enforcement	<i>“More law enforcement; laws related to loitering and harassment from individuals.”</i>
8	Downtown & Economic Development	<i>“Would like to see more businesses in town.”</i>

CITY OF BRECKENRIDGE

BUDGET CALENDAR

2024-2025

April	2	Tuesday - Staff to prepare DR Budget
April	8 - 12	Monday thru Friday - City Manager to meet with Department Heads - High level budget needs
April	15 - 19	Monday thru Friday - Department heads work on the proposed budget and then return to the City Manager and Finance Director; Revenue projections - City Manager and Finance Director
April	22 - 26	Monday thru Friday - Department head, City Manager, and Finance Director review proposed budget
May	1	Wednesday - Receive preliminary values from SCAD
May	7	Tuesday - City Commission Meeting-Budget Planning Session
Jun	24 - 28	Monday thru Friday - Staff to compile/complete budget for City Commission budget workshop
Jul	2	Tuesday - City Commission sets Budget Workshop for August 6th, and City Manager presents Budget based on Preliminary Values from SCAD
Jul	25	Thursday - Receive Certified Values SCAD
Aug	2	Friday - City Manager to file 2024-2025 budget with City Secretary. (publish August 7th)(August 5th confirm notice is ready to publish)
Aug	6	Tuesday - Budget Workshop & Regular Commission Meeting
Aug	6	Tuesday - The City Commission sets a Public Hearing on Tax Increase on August 27th, and a Public Hearing to consider the Budget on September 3rd (For the Budget the City Commission shall set a hearing for a date occurring after the 15th day after the date the proposed budget is filed with City Secretary but before the City Commission passes tax ordinance.)
Aug	9	Friday - Notice of Public Hearing on Tax Increase to Breckenridge American, (published August 14th) (August 12th confirm notice is ready to publish)
Aug	16	Friday - Notice of Public Hearing to consider the 2024-2025 Budget to Breckenridge American (publish August 21st) (August 19th confirm notice is ready to publish)
Aug	27	Tuesday - Special called meeting - Public Hearing - Tax Rate
Sep	3	Tuesday - Regular meeting - General Budget Public Hearing (The City Commission shall set a hearing for the date occurring after the 15th day after the date the proposed budget is filed with the City Secretary but before the date the City Commission passes tax ordinance). Pass Ordinance adopting 2024-2025 Budget. Pass Ordinance adopting 2024 Tax Rate (Must be adopted at least 30 days after Budget is filed with City Secretary, but after City Commission holds hearing on Budget)

STEPHENS COUNTY APPRAISAL DISTRICT



2024 ESTIMATED TAXABLE VALUES

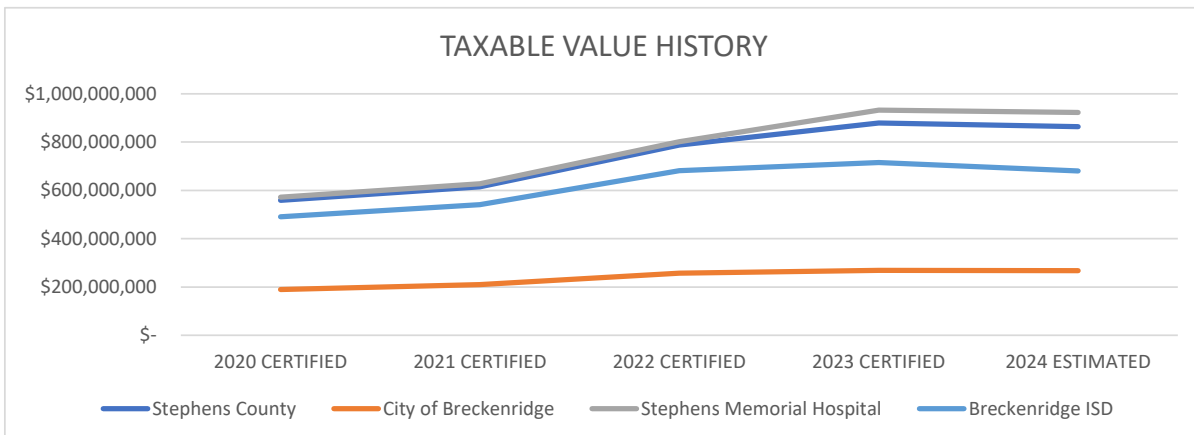
ENTITY	REAL PROPERTY	MINERALS	INDUSTRIAL	BUSINESS PP	CERT TOTAL
Stephens County	\$ 653,902,073	\$ 97,302,000	\$ 84,897,000	\$ 27,425,943	\$ 863,527,016
City of Breckenridge	\$ 211,831,473	\$ 5,508,000	\$ 29,064,000	\$ 20,740,408	\$ 267,143,881
Stephens Memorial Hospital	\$ 713,448,842	\$ 97,289,000	\$ 84,827,000	\$ 27,730,993	\$ 923,295,835
Breckenridge ISD	\$ 481,061,480	\$ 95,018,000	\$ 77,754,000	\$ 26,600,295	\$ 680,433,775
Albany ISD	\$ 1,662,206	\$ 137,000	\$ 137,000	\$ 15,340	\$ 1,951,546
Graham ISD	\$ 676,163	\$ 5,000	\$ 279,000	\$ 28,710	\$ 988,873
Moran ISD	\$ 4,567,261	\$ 1,176,000	\$ 367,000	\$ 23,635	\$ 6,133,896
Ranger ISD	\$ 4,649,804	\$ 174,000	\$ 5,231,000	\$ 34,010	\$ 10,088,814
Woodson ISD	\$ 7,846,344	\$ 788,000	\$ 1,055,000	\$ 16,250	\$ 9,705,594

2023 CERTIFIED TAXABLE VALUES FOR COMPARISON (100,000 Deduction)

ENTITY	REAL PROPERTY	MINERALS	INDUSTRIAL	BUSINESS PP	CERTIFIED TOTALS
Stephens County	\$ 636,376,519	\$ 129,291,170	\$ 88,893,509	\$ 24,669,901	\$ 879,231,099
City of Breckenridge	\$ 210,534,709	\$ 6,963,690	\$ 29,959,487	\$ 21,367,148	\$ 268,825,034
Stephens Memorial Hospital	\$ 689,492,728	\$ 129,291,170	\$ 88,893,509	\$ 24,832,351	\$ 932,509,758
Breckenridge ISD	\$ 484,804,006	\$ 125,160,560	\$ 81,670,064	\$ 23,811,558	\$ 715,446,188
Albany ISD	\$ 1,725,486	\$ 368,510	\$ 152,340	\$ -	\$ 2,246,336
Graham ISD	\$ 615,901	\$ 8,730	\$ 307,710	\$ -	\$ 932,341
Moran ISD	\$ 6,541,759	\$ 2,121,760	\$ 390,295	\$ 650	\$ 9,054,464
Ranger ISD	\$ 5,902,164	\$ 622,830	\$ 5,265,010	\$ -	\$ 11,790,004
Woodson ISD	\$ 5,180,356	\$ 1,008,780	\$ 1,108,890	\$ 2,000	\$ 7,300,026

HISTORIC TAXABLE VALUES FOR COMPARISON

ENTITY	2020 CERTIFIED	2021 CERTIFIED	2022 CERTIFIED	2023 CERTIFIED	2024 ESTIMATED
Stephens County	\$ 558,878,891	\$ 614,371,483	\$ 788,423,814	\$ 879,231,099	\$ 863,527,016
City of Breckenridge	\$ 189,426,374	\$ 210,353,345	\$ 257,613,426	\$ 268,825,034	\$ 267,143,881
Stephens Memorial Hospital	\$ 571,953,421	\$ 628,021,806	\$ 802,069,164	\$ 932,509,758	\$ 923,295,835
Breckenridge ISD	\$ 490,729,225	\$ 541,398,095	\$ 681,518,954	\$ 715,446,188	\$ 680,433,775
Albany ISD	\$ 1,254,008	\$ 1,438,266	\$ 1,845,400	\$ 2,246,336	\$ 1,951,546
Graham ISD	\$ 768,789	\$ 799,433	\$ 921,580	\$ 932,341	\$ 988,873
Moran ISD	\$ 4,564,123	\$ 5,295,057	\$ 6,705,770	\$ 9,054,464	\$ 6,133,896
Ranger ISD	\$ 7,547,260	\$ 8,898,053	\$ 10,967,518	\$ 11,790,004	\$ 10,088,814
Woodson ISD	\$ 5,169,600	\$ 5,476,274	\$ 7,412,020	\$ 7,300,026	\$ 9,705,594





BUDGET — STRATEGIC PLAN UPDATE



**SUMMARY OF
PROGRESS:
GOAL ONE**

INVEST IN FRASTRUCTURE

- **Development of Street Plan**
- **Rose, Elliott and 7th Street Improvements**
- **Various Intersection Improvements**
- **Texas Water Development Board Projects – Design of Water/Wastewater Improvements**
- **Issuance of 2023 Certificate of Obligation to fund additional street improvements**

GOAL TWO: INVEST IN EMPLOYEES

FY 2022-2023 – 3%
Pay Increase

FY 2023-2024 – 4%
Pay Increase &
phased in Cert Pay \$

FY 2023-2024 –
Increase PD Officer
Base Pay \$50,500

Various equity
adjustments for
employees

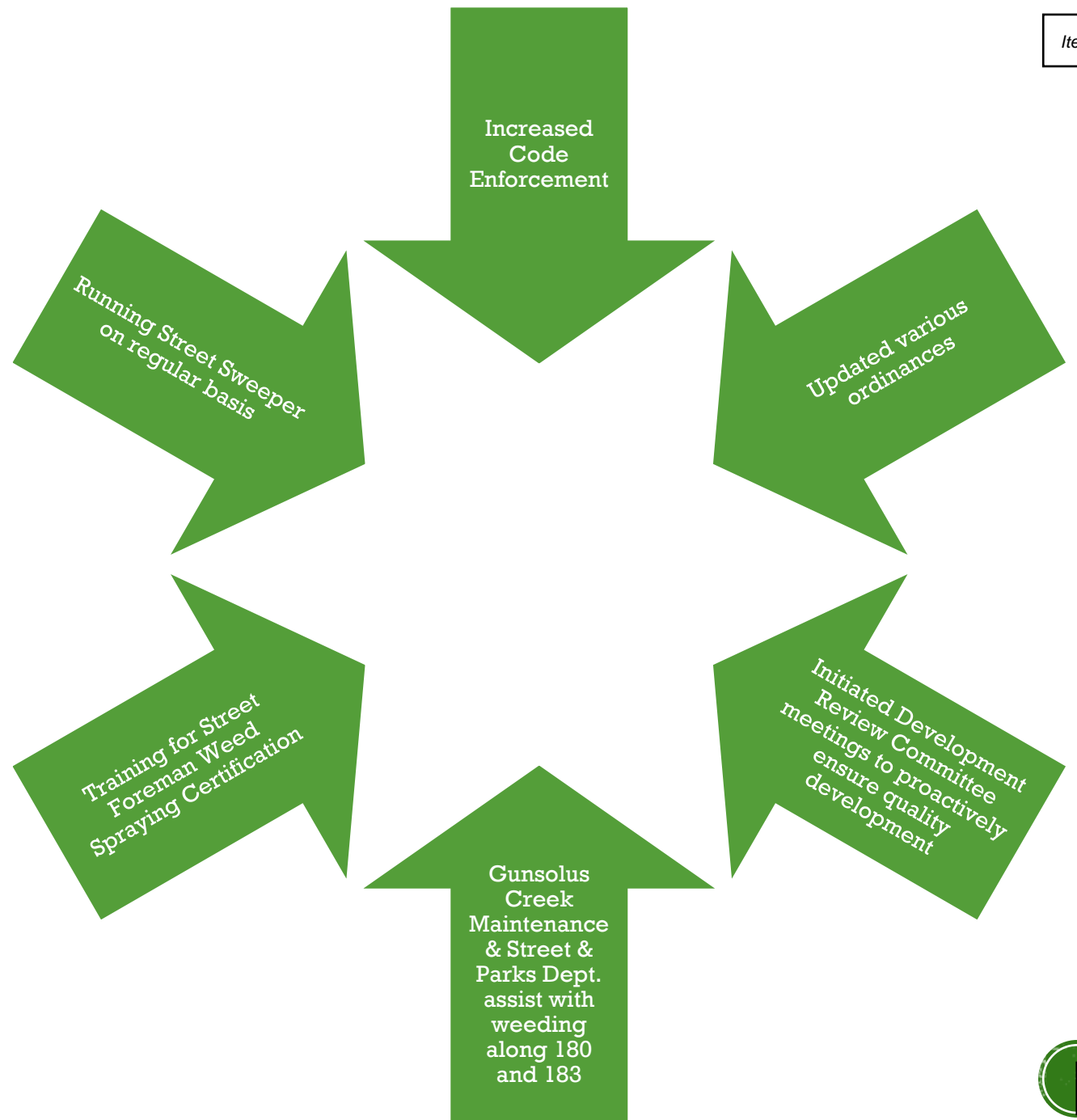
Implementation of
Comprehensive
Vehicle
Replacement
Program

Emphasis on
increased training

Creation of
Employee
Engagement
Committee

Public Works Facility
improvements

GOAL THREE: INVEST IN BEAUTIFYING BRECKENRIDGE



GOAL FOUR: PROMOTE ECONOMIC DEVELOPMENT, TOURISM, AND BRECKENRIDGE AS A DESTINATION!



DEVELOPMENT OF 5-YR PLAN FOR LAKE DANIELS



ADDRESSING VEGETATION ON LAKE DANIELS DAM



IMPROVEMENTS TO PARK: NEW PLAYGROUND



PURSuing GRANT FUNDING FOR SPLASH PAD



FOUNDATION PARK IMPROVEMENTS IN DOWNTOWN



STAFF PARTICIPATION WITH COMMUNITY PARTNERS: CHAMBER EVENTS, BISD, ETC.



Updated Website,
increased content,
education



Increased Social media
activity: Increased
followers by 1000



Initiated livestreaming
and meeting recordings



Created you Tube
channel



Continued work on
digitizing operations
and records



Created FAQ's, surveys
& implemented digital
communication tools

GOAL FIVE: PROMOTE TRANSPARENCY AND COMMUNICATION

INVEST IN INFRASTRUCTURE

**FY 2024-2025
REQUESTS:
GOAL ONE**

- **CO Funding - Continued implementation of street improvements**
- **TWDB Projects to begin construction**
- **\$50,000 W/WW System Improvements**
- **Complete CO Funded Parks Projects**

GOAL TWO: INVEST IN EMPLOYEES

FY 2024/2025: 2-3% Pay Increase

FY 2024/2025: Equity Adjustments

Continued Funding of Vehicle Replacement Program

Training

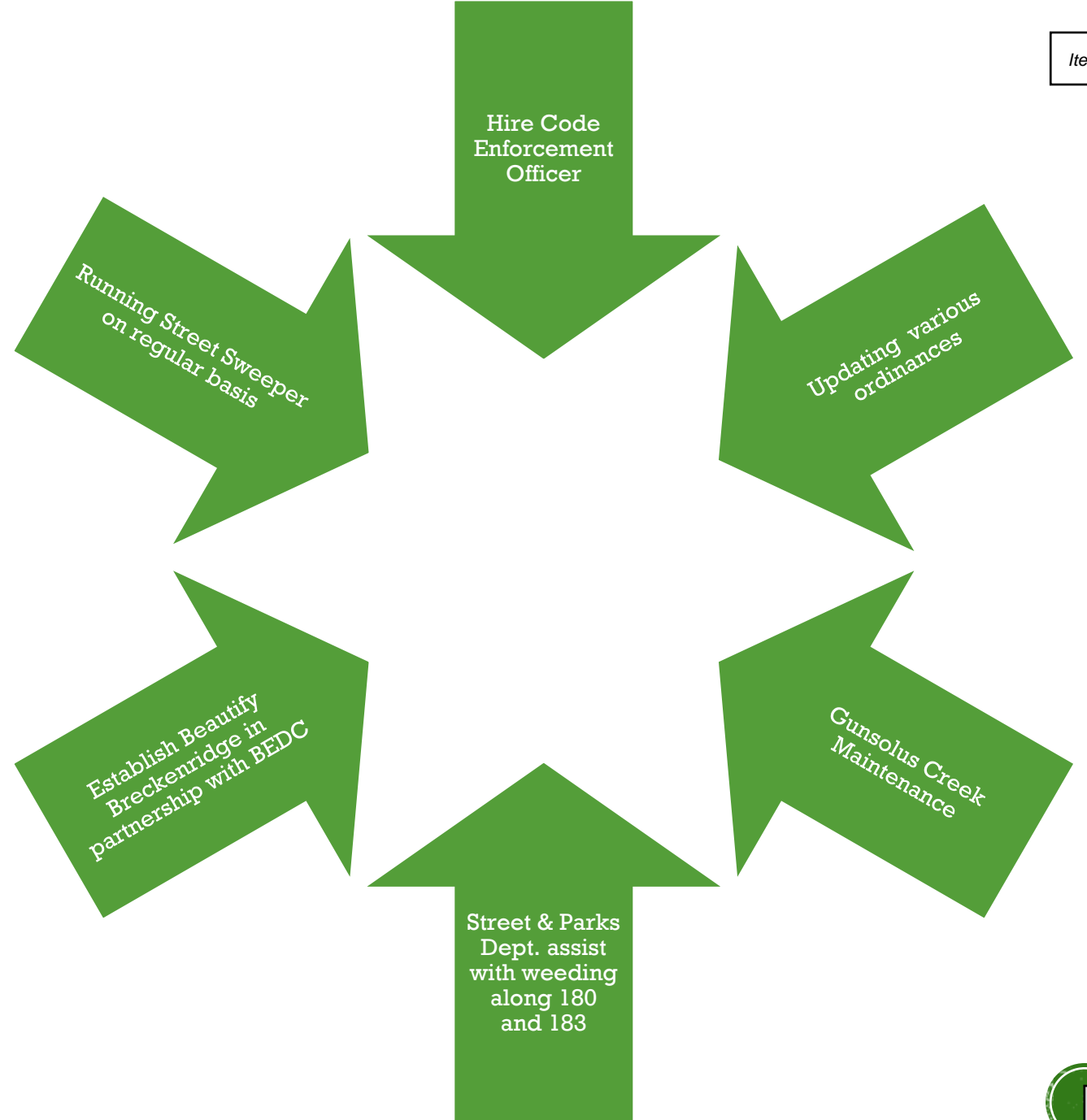
Continued phasing in Certification Pay

Facility Improvements

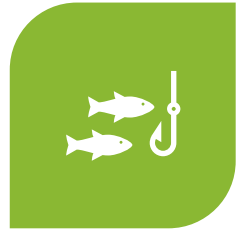
Fire Station – Address Living Quarters

Tough books for PD Vehicles

GOAL THREE: INVEST IN BEAUTIFYING BRECKENRIDGE



GOAL FOUR: PROMOTE ECONOMIC DEVELOPMENT, TOURISM, AND BRECKENRIDGE AS A DESTINATION!



EXPLORE DOCK FUNDING
FOR LAKE DANIELS



ONGOING: VEGETATION
ON LAKE DANIELS DAM



COMPLETE
IMPROVEMENTS TO PARK



SUBMIT GRANT APP FOR
SPLASH PAD



STAFF PARTICIPATION
WITH COMMUNITY
PARTNERS: CHAMBER
EVENTS, BISD, ETC.



Continue to update Website, increase content, education



Continue social media activity



Continue livestreaming and meeting recordings



Create video content for You Tube channel



Continued work on digitizing operations and records



Continue creation of FAQ's, surveys & implemented digital communication tools

GOAL FIVE: PROMOTE TRANSPARENCY AND COMMUNICATION



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on Resolution 2024-09 adopting the City’s Parks and Recreation Plan 2024-2040

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge received a Planning Grant to update our Comprehensive Development Plan. Staff have been working with our Grant Administrators on this project and the Planning & Zoning has reviewed draft documents.

The Parks & Recreation Plan is a component of the Comprehensive Development Plan update. We are bringing this document to the Commissioner’s for approval; having an updated Parks & Recreation plan will also support our efforts to obtain Texas Parks and Wildlife grant funds for a splash pad at the park.

The Planning & Zoning Commission reviewed this document on Monday, April 29, 2024, and recommends approval.

FINANCIAL IMPACT:

The City received a \$55,000 grant for the Comprehensive Development Plan update. The City’s match is \$8,500.

STAFF RECOMMENDATION:

Consider approval of P&Z recommendation to approve Resolution 2024-09 adoption of the City of Breckenridge Parks and Recreation Plan 2024-2040.



Breckenridge 2024 - 2040 Park Plan



INTRODUCTION

Breckenridge, the county seat of Stephens County, is located at the intersection of U.S. highways 180 and 183, four miles east of Hubbard Creek Reservoir in west central Stephens County. The City originated about 1854 as Picketville, named either for the post and clay structure of the early homes or for early rancher Bill Picket. When the county was organized in 1876, the town was made county seat and renamed Breckenridge after John C. Breckinridge, United States senator from Kentucky and vice president, although the spelling of the name was altered.

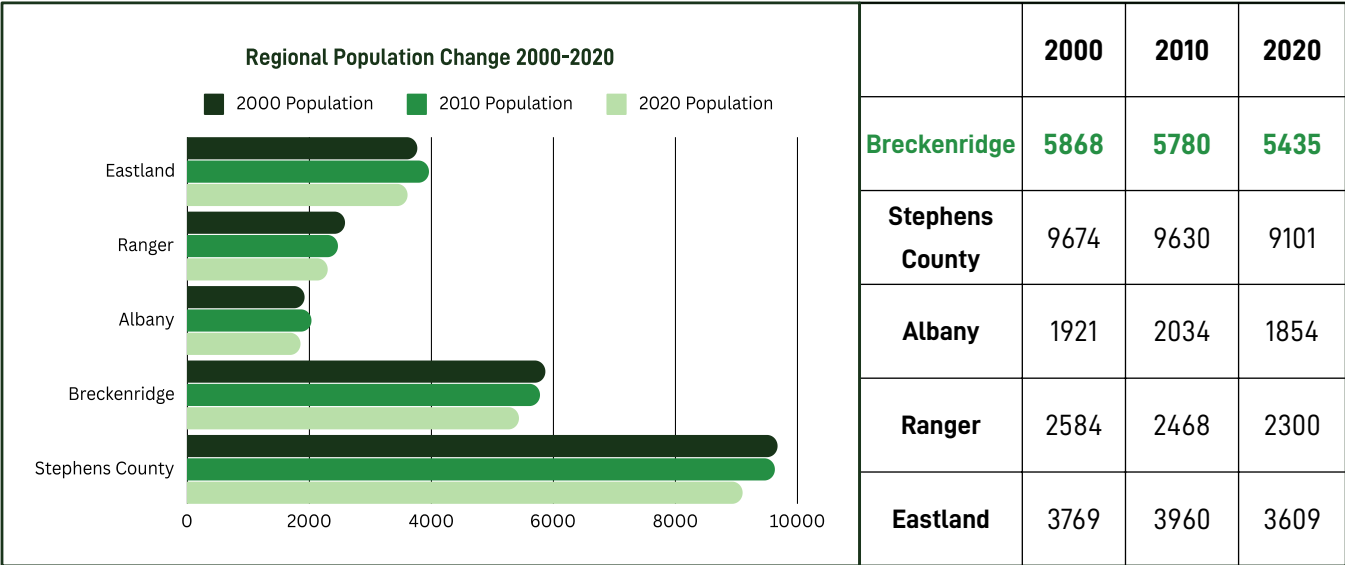
Breckenridge served as the court and local trading center for several quiet decades until 1916–17, when oil discoveries at Ranger occurred. Drilling started at the Breckenridge field in 1918, but the boom did not really get underway until 1920, when the town saw the arrival of thousands of workers and speculators. From a population estimated at 1,500 in January 1920 the town grew to 30,000 within a year. By July the

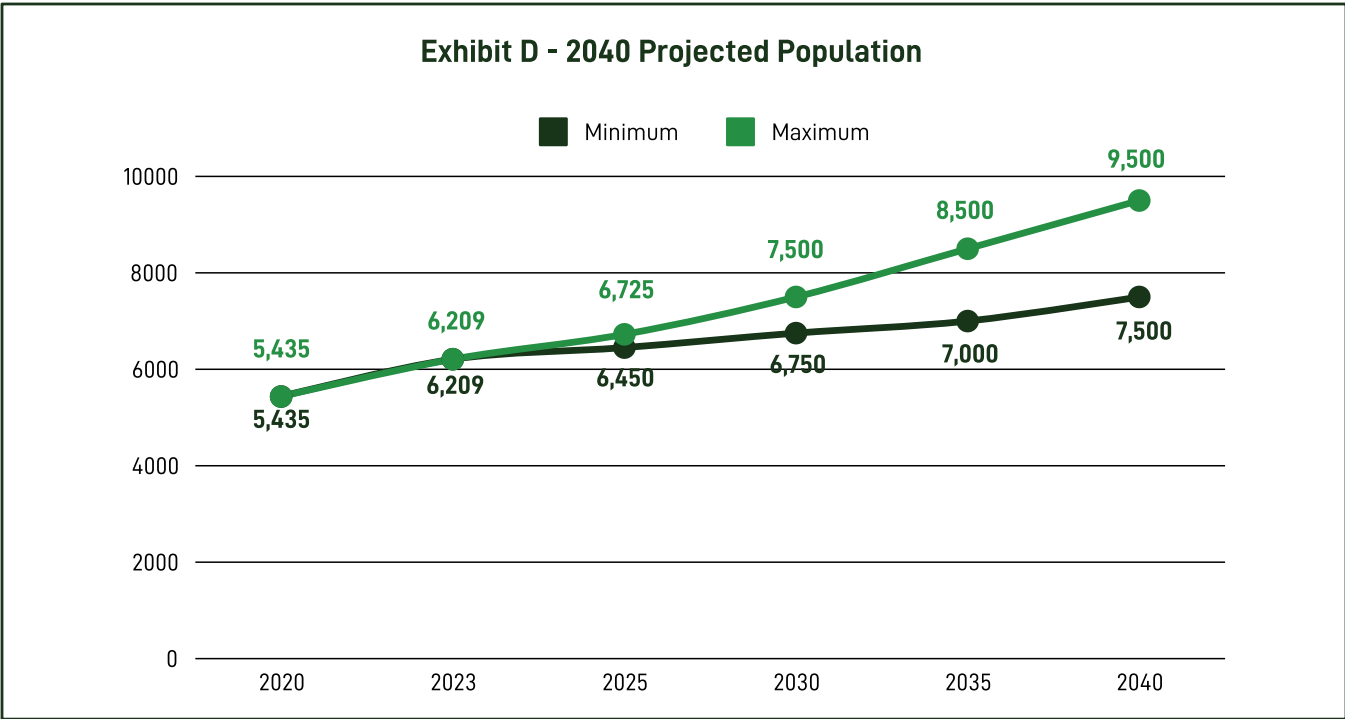
town acquired its first railroad, the Wichita Falls, Ranger and Fort Worth, which was soon joined by the Cisco and Northeastern. After three exciting years, oil production slowed, and the town lost much of its population, although it held its place as a commercial and oil production center. In the 1980s Breckenridge was still a center for petroleum-related industries and was a retail and shipping center for the county. The City is the home of the Swenson Memorial Museum and the Breckenridge Aviation Museum. Just northwest of the city is Hubbard Creek Reservoir, Lake Daniel is to the south, and Possum Kingdom Lake is to the east in Palo Pinto County.¹

As mentioned in the population study, Breckenridge had a population of 5,868 in 2000, 5,780 in 2010, and 5,435 in 2020. Current estimates show the City with 6,209 persons. It is likely that the City will start to see population increases during the planning period, due to growth in the region and State.

¹ Texas State Historical Association-The Handbook of Texas Online

CENSUS DATA & POPULATION





REGIONAL RECREATION & OPEN SPACE

The City of Breckenridge stands as a gateway to a plethora of recreational adventures waiting to be explored. Surrounded by picturesque landscapes, the area boasts a myriad of outdoor opportunities, enticing both locals and visitors alike. With its proximity to sprawling state parks such as Possum Kingdom State Park and the soon to open Palo Pinto Mountains State Park, outdoor enthusiasts can immerse themselves in the beauty of nature through activities like hiking, camping, and bird watching. Moreover, recreational opportunities extend to its neighboring lakes, including Lake Daniel, Hubbard Creek Reservoir, and Possum Kingdom Lake, where fishing, boating, and water sports reign supreme.

Possum Kingdom State Park is a publicly-owned State of Texas facility, located approximately 35 miles northeast of the City of Breckenridge. The Park is home to many different activities. On water, you can

swim, boat, fish, ski, scuba dive and snorkel. On land, you can camp, picnic, hike, bike, geocache.



Possum Kingdom State Park - Cody Franklin (Unsplash Photos)

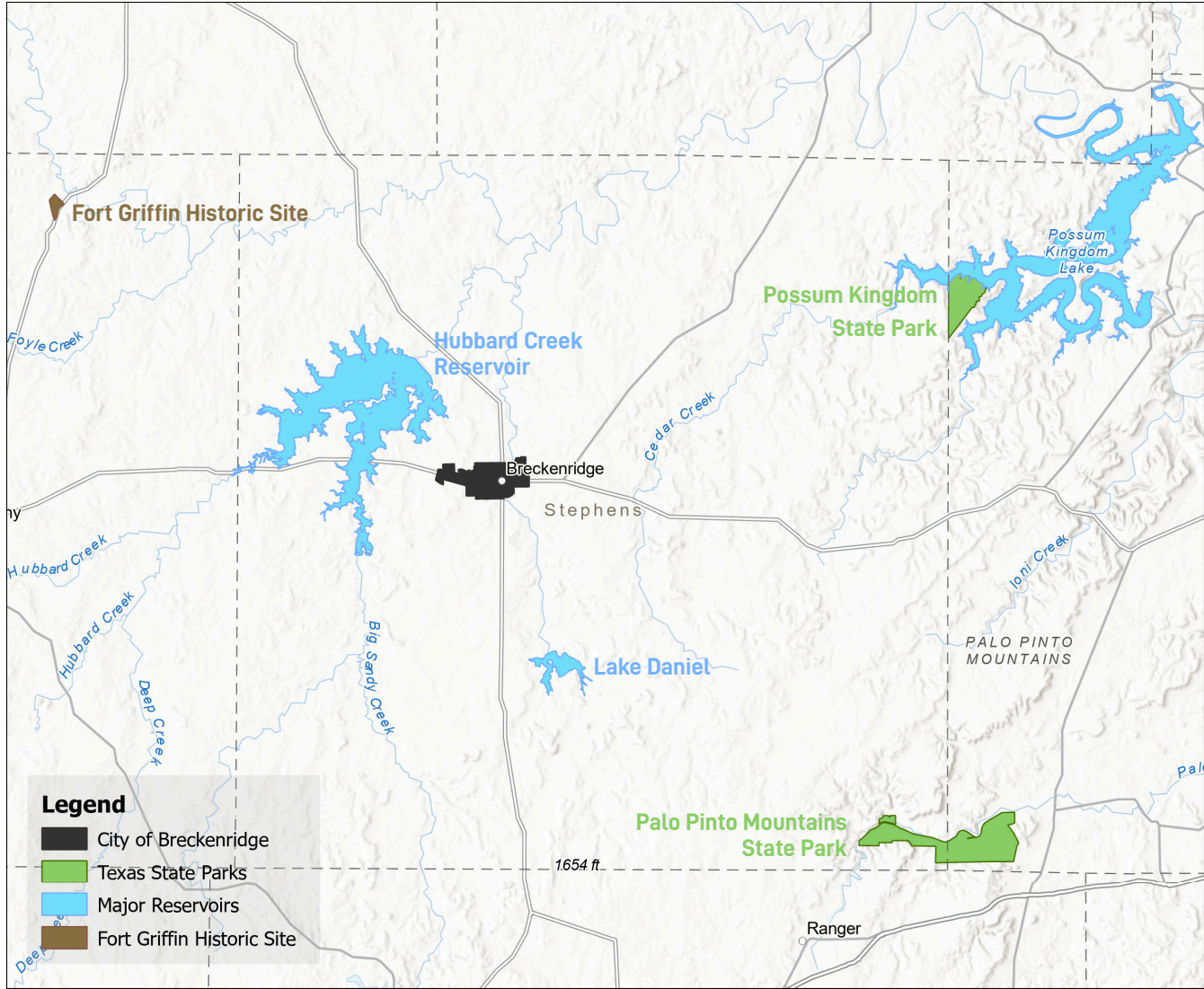
Palo Pinto Mountains State Park is a publicly-owned State of Texas facility, located approximately 45 miles southeast of the City of Breckenridge. While the park is not yet open, plans for the park include an extensive network of multi-use trails, water activities on Tucker Lake, and a multitude of RV, tent, and primitive camping opportunities.

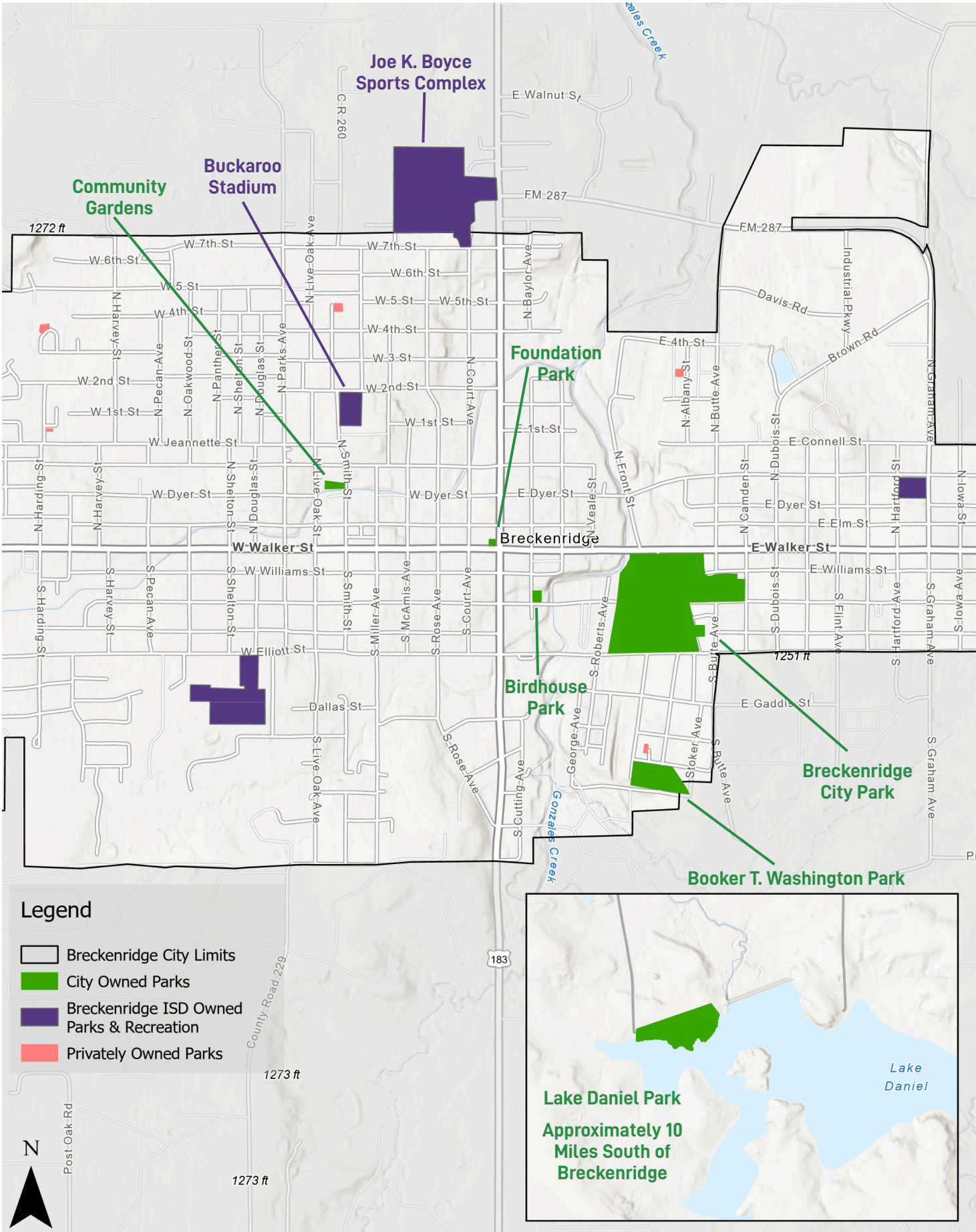
Hubbard Creek Reservoir is a publicly-owned State of Texas facility located approximately 5 miles west of the City of Breckenridge and is known for great fishing opportunities. When the reservoir is full, it is known for excellent white crappie and white bass fishing in Hubbard and Sandy Creeks in late fall and winter. It is also a popular lake for largemouth bass.

Lake Daniel is an approximately 950 acre reservoir that the City of Breckenridge has controlling authority over. Lake Daniel offers a variety of fishing cover including black willow trees, button brush, lily pads, floating-leaf pondweed, and rocky structure.

Angling opportunities are considered good for largemouth bass, catfish, and white crappie.

Fort Griffin State Historic Site is a publicly-owned State of Texas facility located approximately 25 miles northwest of the City of Breckenridge. Fort Griffin served as one in a line of western defensive forts from 1867 to 1881. Remnants of the fort remain today at Fort Griffin State Historic Site, which is also home to the Official State of Texas Longhorn Herd and offers camping, hiking, stargazing, and living history. Fort Griffin is a State Archaeological Landmark and listed in the National Register of Historic Places.





EXISTING RECREATION & OPEN SPACE

City of Breckenridge Existing Parks and Recreational Facilities

	Swimming Pool	Playground Equipment	Swing Set	Slide	Disc Golf Course	Skate Park	Walking Trail	Exercise Stations	Basketball Goals	Baseball Field	Metal Playground Equipment	Soccer Fields	Large Pavilion	Small Pavilion	Picnic Tables	Park Benches	Trashcans	BBQ Grills	Restrooms	Fountain	Turf Area	Garden Beds	Community Gathering Area	Art Mural	Primitive Camping	Boat Ramp	Birdhouses/Bird Watching
Breckenridge City Park	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●				●				
Booker T. Washington Park			●	●					●	●	●			●	●	●	●						●				
Birdhouse Park																●							●				●
Foundation Park																●				●	●		●	●			
Community Garden																						●	●				
Lake Daniel Park																							●		●	●	



Breckenridge ISD Existing Parks and Recreation Facilities

	Football Stadium	Football Field/Track	Baseball Fields	Softball Fields	Batting Cages	Basketball Goals	Soccer Field	Tennis Courts	Playground Equipment	Swing Set	Monkey Bars	Slide	Jungle Gym	Covered Benches	Picnic Tables	Restrooms	Concession Stand	BBQ Grill
Buckaroo Stadium	●																	
Joe K. Boyce Sports Complex			●	●	●										●	●	●	●
North Elementary School Park (Closed)						●			●	●	●	●	●					
South Elementary School		●				●	●	●		●		●	●		●			
East Elementary School									●	●	●		●	●	●			

Privately Owned Parks and Recreation Facilities

	Basketball Goals	Swing Set	Monkey Bars	Pull Up Bars	Balance Beam	Wooden Playground	Park Benches	Picnic Tables	Trashcans	BBQ Grills
Breckenridge Apartments Park	●									
North Albany Avenue Park	●	●	●	●	●		●			
East Power Street Park	●	●	●	●	●					
Mountain Heights Apartment Park	●	●				●	●			
North Payne Park	●	●	●	●	●		●	●	●	●

RECREATION & OPEN SPACE ANALYSIS

Level of Service Standards and Criteria

The level of service standards for this plan were determined based on standards set by the City of Breckenridge. These were adapted from standards set forth by the National Recreation and Park Association (NRPA). The City of Breckenridge has blended these two approaches in the development of these standards.

Needs Assessment and Identification

The City received public input through public meetings. A Community Event was held on February 27, 2023 and an online survey (survey monkey) was conducted from March 2, 2023 through March 19, 2023. The needs assessment for this particular plan was based on comments from the meeting and survey, accepted standards and the resources currently available to the city. The approaches used by the city are accepted by the Texas Parks and Wildlife Department as legitimate needs assessment techniques. The resources available to the city include municipal parks, sports fields, and natural resource areas.



Park Classification

The City of Breckenridge utilized the following Park Classification System to assist in the needs assessment.

Park Classification System	
Type	Description
Mini - Park	Addresses limited, isolated or unique recreational needs. May be either active or passive but speak to a specific need rather than a population density.
Neighborhood Park	The foundation of any park system because it is closest to the users. The park should be centrally located, served by residential, or collector streets, but the primary access should be pedestrian in nature.
Community Park	Larger than neighborhood parks and serve several neighborhoods. May include areas for intense recreation activity, such as competitive sports. Should also be areas for passive recreation, such as walking.
Sports Complex	Consolidates heavily programmed athletic fields and associated facilities to larger and fewer sites located throughout the community.
Special Use Area	Specialized or single use facilities
Greenway/Linear Parks	Can be built along creek corridors, easements, public rights-of-way and floodplains to effectively tie all of the parks together to form a system.
Natural Resource Area	Environmentally sensitive lands set aside for the preservation significant natural resources, and open space.

Source: -National Recreation and Park Association (NRPA) standards

Existing Park Facilities



Neighborhood Parks: The City has several neighborhood parks. These parks are typically utilized on a daily basis and improvements to these parks are considered a high priority. One of the City's long-range goals will be to establish neighborhood parks in all of the City's new subdivisions

Sports Complex: The City has one (1) sports complex in the park system. Joe K. Boyce Park is owned and operated by the Breckenridge ISD. The facilities include baseball and softball fields, batting cages, running, concession stand, bleachers, picnic benches, grill and restrooms.



Community Parks: The City of Breckenridge has one (1) Community Park within the park system. The size of these parks typically ranges from 5-5 acres. It is not likely that the City will build another park this size in the City of Breckenridge during the planning period.



Natural Resource Areas: The City has one natural resource area, Lake Daniel. Natural resource areas are defined as areas that protect natural habitats, promote conservation ideas, provide access to natural resources such as waterways, and provide pedestrian linkages to other community resources.

Level of Service

Current Level of Service - 2023 Population

Park Type	Standard	Current Level	Deficit/Surplus
Neighborhood Parks	2.0 acres/1,000 people	1.15 acres/1,000 people	-0.85 acres
Community Parks	8.0 acres/1,000 people	5.25 acres/1,000 people	-2.75 acres
Parks System	12 acres/1,000 people	10.30 acres/1,000 people	-1.75 acres
Trails	1 mile/2,000 people	0.85 miles/2,000 people	-0.15 miles

Source: 2023 Field Survey, Public Management, Inc.

Future Level of Service - 2040 Population Projection

Park Type	Standard	Current Level	Deficit/Surplus
Neighborhood Parks	2.0 acres/1,000 people	0.55 acres/1,000 people	-1.45 acres
Community Parks	8.0 acres/1,000 people	3.45 acres/1,000 people	-4.55 acres
Parks System	12 acres/1,000 people	6.75 acres/1,000 people	-5.25 acres
Trails	1 mile/2,000 people	0.10 miles/2,000 people	-0.9 miles

Source: City of Breckenridge TxCDBG Planning Study CPC21-0522, Exhibit D

Future Level of Service - 2040 Population Projection

Amenity	Number	LOS (Current Pop.)	Target LOS	Current Need	Future Need (2040)
Baseball Fields	4	1 per 1,500	1 per 1,500	0	0
Softball Fields	4	1 per 1,500	1 per 1,500	0	0
Soccer Fields	4	1 per 1,500	1 per 3,000	0	0
Trails	0.85 miles	1 per 7,000	1 per 2,000	2.5 miles	4.25 miles
Indoor Rec. Center	0	NA	1 per 20,000	0	1
Outdoor Basketball Goals	14	1 per 200	1 per 3,000	0	0

Source: City of Breckenridge TxCDBG Planning Study CPC21-0522, Exhibit D

RECREATION & OPEN SPACE GOALS & OBJECTIVES

The city intends to meet its parks, recreation and open space goals and objectives through budgetary responsiveness to this plan and the active search for additional funding options, such as grants. The following prioritizes the needs previously delineated with a specific plan of action and timetable. The priorities were determined based on the city's documented needs assessment.



Priority #1

Implement improvements to Breckenridge City Park

- Install new splash pad
- Replace outdated equipment
- Upgrade landscaping

Timetable: 2024 - 2027

Estimated Costs: \$800,000

Financial Resources: City funds, private donations, TPWD Non-Urban Outdoor Grant



Priority #2

Implement improvements to Lake Daniel Park

- Install two boat docks
- Construct Restrooms
- Construct RV spots with water/electric hook-ups
- Install playground

Timetable: 2025 - 2030

Estimated Costs: \$1,500,000

Financial Resources: City funds, private donations, TPWD Non-Urban Outdoor Grant.



Priority #3

Implement improvements to Booker T. Washington Park

- Replace outdated equipment
- Add small walking trail
- Add/replace park benches and picnic tables

Timetable: 2025 - 2028

Estimated Costs: \$250,000

Financial Resources: City funds, private donations, TPWD Small Communities Grant.



Priority #4

Implement improvements to Community Gardens Park

- Replace garden beds
- Install new gravel drive and walking paths
- Install greenhouse(s) for additional gardening opportunities

Timetable: 2026 - 2030

Estimated Costs: \$150,000

Financial Resources: City funds, private donations, gardening club volunteer labor.



Priority #5

Establish Neighborhood Parks in New Subdivisions

- Establish neighborhood parks in all new subdivisions through enforcement of the City's subdivision regulations.

Timetable: 2025 - 2040

Estimated Costs: \$100,000/park

Financial Resources: City funds, private donations, TPWD Small Communities Grant, development agreements.



Priority #6

Designate Natural Areas for Use as Nature Parks & Green Belts

- Designate natural areas for use as nature parks, plant and wildlife conservation areas, and greenbelts throughout the City.

Timetable: 2025 - 2040

Estimated Costs: \$100,000/site

Financial Resources: Land donations from Private Citizens, TPWD grant programs.

RECREATION & OPEN SPACE PLAN



Goal 1: Implement improvements to Breckenridge City Park

Time period for meeting goal: 2024 - 2027

Objectives

- 1. Install new splash pad
- 2. Replace outdated equipment
- 3. Upgrade landscaping

Consider application in 2024 to the Texas Recreation Parks Account Outdoor Grant Program, from the Texas Parks and Wildlife Department. This program provides matching funds in the amount of 50% of the project.

Goal 3: Implement improvements to Booker T. Washington Park

Time period for meeting goal: 2025 - 2028

Objectives

- 1. Add covered bleachers to baseball field
- 2. Replace outdated equipment
- 3. Add small walking trail
- 4. Add/replace park benches and picnic tables

Goal 5: Establish neighborhood parks in all new subdivisions through enforcement of the City's subdivision ordinance.

Time period for meeting goal: 2025 - 2040

Goal 2: Implement improvements to Lake Daniel Park

Time period for meeting goal: 2025 - 2030

Objectives

- 1. Install two boat docks
- 2. Construct restrooms
- 3. Construct RV spots with water/electric hook-ups
- 4. Install playground

Goal 4: Implement improvements to Community Garden Park

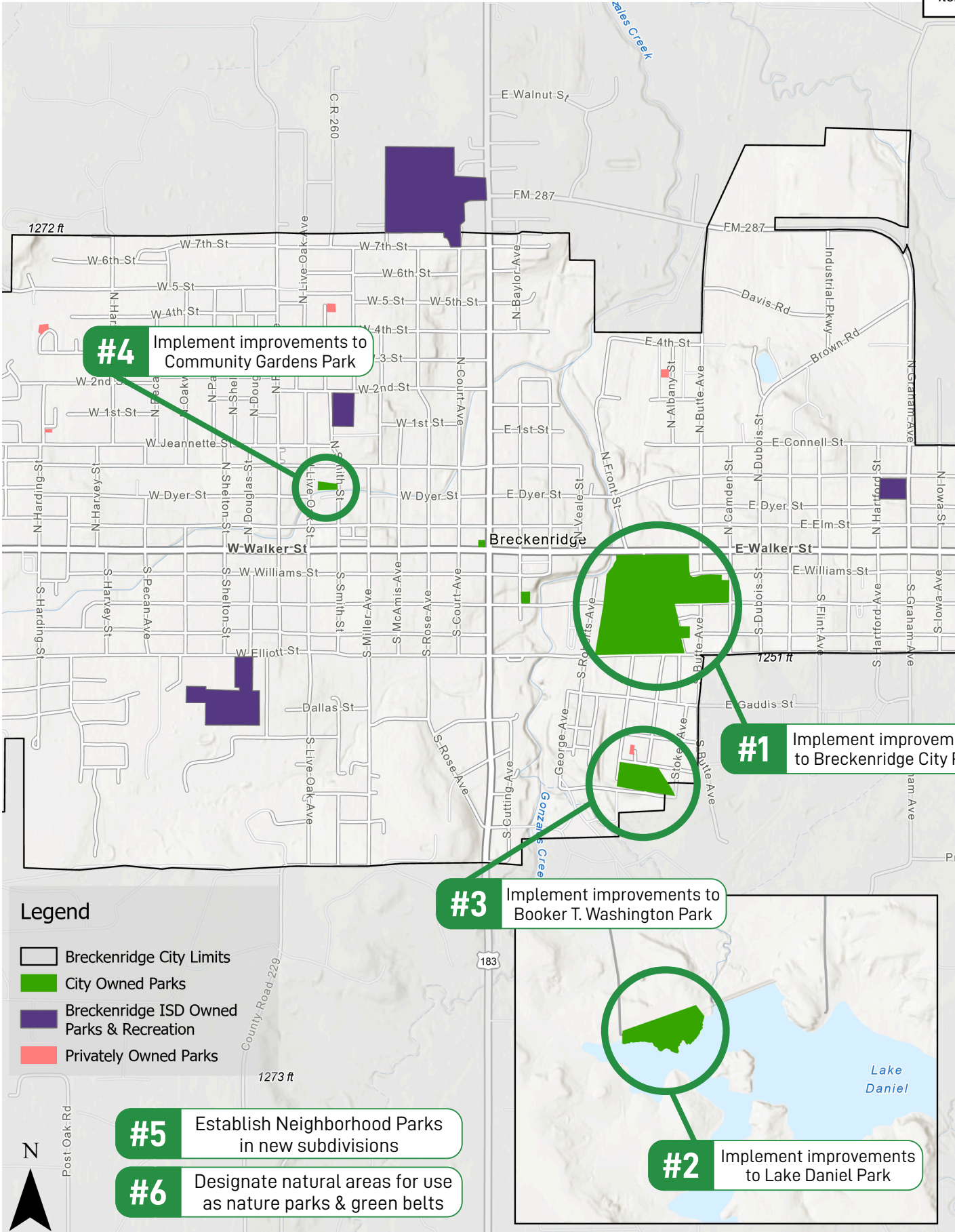
Time period for meeting goal: 2026 - 2030

Objectives

- 1. Replace garden beds
- 2. Install new gravel drive and walking paths
- 3. Install new greenhouse(s) for additional gardening opportunities

Goal 6: Designate natural areas for use as nature parks, plant and wildlife conservation areas and greenbelts, through the City.

Time period for meeting goal: 2025 - 2040



RESOLUTION NO. 2024-09

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS, APPROVING AND ADOPTING THE 2024-2040 PARKS AND RECREATION PLAN; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS RESOLUTION WAS PASSED WAS OPEN TO THE PUBLIC AS REQUIRED BY LAW.

WHEREAS, the 2024-2040 Parks and Recreation Plan for the City of Breckenridge, Texas, adopted under this RESOLUTION shall be known and cited for all purposes as the “Parks and Recreation Plan”; and

WHEREAS, a copy of the 2024-2040 Parks and Recreation Plan is on file in the office of the City Secretary; and

WHEREAS, the 2024-2040 Parks and Recreation Plan has received input from the public and the Planning and Zoning Commission, and has been drafted and reviewed by City staff, the Planning and Zoning Commission, and the City Commission; and,

WHEREAS, the 2024-2040 Parks and Recreation Plan has been presented to the City Commission for review and adoption; and

WHEREAS, the City Commission finds that it is in the best interest of the citizens of the City of Breckenridge, Texas to approve and adopt the 2024-2040 Parks and Recreation Plan.

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

SECTION 1. Recitals Incorporated

The above recitals are deemed to be the findings and determinations made by the City Commission and are incorporated here as if set forth in full for all purposes.

SECTION 2. Adoption of the 2024-2040 Parks and Recreation Plan

The City Commission hereby adopts the 2024-2040 Parks and Recreation Plan in its entirety, intending that said 2024-2040 Parks and Recreation Plan shall amend, supersede, and replace the City's existing 2024-2040 Parks and Recreation Plan, and any related documents. The Commission further grants the City's City Manager full authority to correct all non-substantive clerical or typographical errors in the 2024-2040 Parks and Recreation Plan, and make other necessary formatting, heading and numbering changes, provided that such corrections and changes do not change the meaning or effect of the 2024-2040 Parks and Recreation Plan.

SECTION 3 Declaration

It is found and declared that the City Commission meeting at which this RESOLUTION has been adopted was open to the public and was noticed and held in accordance with Chapter 551 of the government code.

PASSED AND APPROVED this 7th day of May 2024.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding a change order for Public Works Facility

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

A Request for Proposals (RFP) for PW Facilities was issued and published on September 20 & 27, 2023. Commissioners awarded the project to Donnie Sechrest for \$231,900.00 in October of 2023.

The project consists of:

- a. 50’x150’x16’ metal weld-up lean-to shed without a concrete slab. (\$108,500.00)
- b. 50’x40’x14’ metal weld-up shop on existing concrete slab. (\$47,600.00)
- c. 50’x40’x14’ metal weld-up shop on new 7-inch-thick concrete slab. (\$75,800.00)

A change order to include spray foam for the two 50x40x14 shop buildings at \$9,809.38 each for a total of \$19,618.76 was approved in April 2024.

This current change-order request is to have the contractor build built-in shelving in one of the buildings that will be used for storing inventory. The contractor (Donnie Sechrest) estimates the cost will be \$21,300 to build 6 racks with two shelves (20’ x 4’) and build 4 racks with two shelves (18’ x 4’).

Original Project total:	\$231,900
Change-order #1:	\$19,618.76
Proposed Change-order #2:	\$21,300
Updated Project Total:	\$272,818.76

FINANCIAL IMPACT:

\$21,300 - Funding is available from the Certificates of Obligation 2023

STAFF RECOMMENDATION:

Consider approval of Change Order #2 as presented.



Sechrest Construction

PROPOSAL

Date: April 23, 2024
Project: City Yard
Proposal Submitted to: City of Breckenridge

WE HEREBY PROPOSE TO FURNISH THE MATERIALS AND PERFORM THE LABOR NECESSARY To:

- Build 6 racks with two shelves 20' x 4'
- Build 4 racks with two shelves 18' x 4'

Material	\$11,300.00
Labor	\$10,000.00
Total	\$21,300.00

ALL MATERIAL AND LABOR IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE WORK TO BE PERFORMED IN ACCORDANCE WITH THE DRAWING AND SPECIFICATIONS SUBMITTED FOR ABOVE WORK AND COMPLETED IN A SUBSTANTAL WORKMANLIKE MANNER.

SIGNATURE: Donnie Sechrest
RESPECTFULLY SUBMITTED

ACCEPTANCE OF PROPOSAL, THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED, PAYMENTS WILL BE MADE AS OUTLINED ABOVE.

SIGNATURE: Sechrest Construction, Inc.

2616 FM 3099
P.O. Box 903
Breckenridge, TX 7424
254-522-1937
donnie@sechrestconstruction.com



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on Certificate of Obligation fund status and updating Park Projects

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Because the City Commissioners were able to move debt related to the Water/Wastewater Fund, that action freed up debt capacity on the General Fund to support additional debt for needed capital improvement projects, most notably streets but also including park improvements and facilities for Public Works. The amount received was \$8,641,000 and we *estimated* the following breakdown in how funds would be allocated to projects:

Park Improvements:	\$ 600,000
PW Facilities:	\$ 600,000
Street Department:	\$7,441,000

Some of the park projects would benefit from additional funding and the PW Facilities did not cost as much as estimated. Staff is recommending utilizing a portion of the surplus funds left over from PW Facilities (\$327,181.24) to fund additional park improvements (Estimated additional amount \$174,00 - see attached chart). This would leave a delta of approximately \$143,408.57.

Keep in mind, we also discussed pursuing a grant for a splash pad. We are working on submitting a grant through the Texas Parks & Wildlife grant program, working with Public Management. We don't have numbers on this yet, but we are projecting that the matching grant funds needed would be funded from interest earned on the Certificate of Obligation funds. Currently, we have earned approximately \$272,427. We had estimated a total of interest earned over the course of the CO funds and spending down the money for allocated projects would be between \$400K-500K.

FINANCIAL IMPACT:

See above

STAFF RECOMMENDATION:

Consider approval of staff request to fund additional park improvements.

PW and Parks Improvement Summary – Certificate of Obligations		
Original Public Work Facilities Project	Estimated Allocation	Actual
(3) Metal buildings	\$600,000	\$231,900
Change Order – Spray Foam for (2) 50x40x14 metal shop building		\$19,618.76
Change Order – Shelving for metal inventory storage bldg		\$21,300
Total		\$272,818.76
Delta		\$327,181.24
Original Park Improvement Projects	Estimated Allocation	Actual
MISC	\$190,000	\$199,066.36
Tarp	\$13,000	\$12,750
Pool Filter	\$18,000	\$27,654
Mower	\$18,000	\$18,134.50
Generator	\$50,000	\$45,580.59
Dog Park	\$20,000	\$25,000
Foundation Park	\$44,000	\$43,747.27
Booker T Park Lighting	\$15,000	\$14,200
Volleyball Court (no lighting)	\$12,000	\$12,000
Pickleball	\$	
Electric Transformer	\$60,000	\$60,000
New Playground	\$350,000	\$350,706.31
Total	\$600,000	\$609,772.67

Additional Park Improvements Requests	Estimated Cost	
Dog Park – Shade Structure and Benches	\$20,000 (?)	\$327,181.224
Volleyball Court Lighting	\$11,000	\$9,772.67-
Toddler Playground	\$78,000	\$174,000-
Soft Surface (under dinosaour)	\$26,000	= \$143,408.57
Mule	\$16,000	
Slide Motor	\$8,000	
Additional lights at Booker T Park (ball field)	\$ 30,700	
TOTAL	\$174,000	



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding FY 2024-2025 Annual Audit Engagement Letter

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

This action will engage a CPA firm to conduct our annual audit for FY 2024-2025. As in years past, the City of Breckenridge has engaged the CPA firm of George, Morgan & Sneed. The audit activities will be conducted in August and November of 2024 with the final audit to be presented no later than the February 2024 City Commission meeting.

FINANCIAL IMPACT:

\$29,000 for audit and \$4500 for a single audit if required. The funds will be included in the FY 2024-2025 budget.

STAFF RECOMMENDATION:

Consider approval of the FY 2024-2025 Annual Audit Engagement agreement and authorize the City Manager to execute the agreement.

May 1, 2024

City of Breckenridge, Texas
105 North Rose
Breckenridge, Texas 76424

We are pleased to confirm our understanding of the services we are to provide for the City of Breckenridge, Texas for the year ended September 30, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures which collectively compromise the basic financial statements, of the City of Breckenridge, Texas as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Breckenridge, Texas basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited.

1. Management's discussion and analysis.
2. Budgetary comparison schedules - general fund and major special revenue funds
3. Texas Municipal Retirement System Pension Schedules
4. Texas Municipal Retirement System OPEB Schedule

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements.

1. Nonmajor governmental funds combining statements.

2. Schedule of expenditures of federal awards, if applicable.

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

1. Other supplementary information.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditors report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with the provisions of laws, regulations, contracts and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with Government Auditing Standards.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if applicable.

Auditor’s Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of

waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government’s ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmations of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Risk of material misstatement due to revenue recognition
- Risk of material misstatement due to management override of controls

Audit procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

If applicable, as required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, Government Auditing Standards, and, if applicable, the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If applicable, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, if applicable, and related notes of the City in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, if applicable, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award

agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine necessary to obtain audit evidence. At the conclusion of our audit, we will require certain representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings: promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any

significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining of a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, if applicable, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

If a single audit is required, at the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of George, Morgan & Sneed, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency, a federal agency providing direct or indirect funding, or the U.S. General Accounting Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of George, Morgan & Sneed, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a cognizant or oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contract the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to perform our audit at mutually agreeable times in August and November 2024 and to issue our reports no later than the first City Commission meeting in February 2025. Daniel G Hungerford, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, postage, travel, copies, etc.) except that we agree that our gross fee, including expenses, will not exceed \$29,000. If a single audit is required, an additional fee of approximately \$4,500 will be added to the estimated fee above. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 45 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our July 28, 2023, peer review report accompanies this letter.

All disputes arising under this agreement shall be submitted to mediation. Each party shall designate an executive officer empowered to attempt to resolve the dispute. Should the designated representatives be unable to agree on a resolution, a competent and impartial third party acceptable to both parties shall be appointed to mediate. Each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceedings shall be commenced under this agreement until at least 30 days after the mediator's first meeting with the involved parties. In the event that the dispute is required

to be litigated, the court shall be authorized to assess litigation costs against any party found by the court not to have participated in the mediation process in good faith.

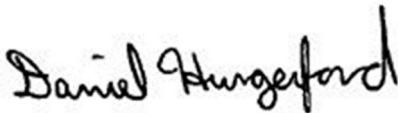
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Members of the City Commission of the City of Breckinridge, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope if testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Breckenridge and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Daniel G Hungerford, CPA
GEORGE, MORGAN & SNEED, P.C.

This letter correctly sets forth the understanding of the City of Breckinridge.

MANAGEMENT: _____

TITLE: _____

DATE: _____

GOVERNANCE: _____

TITLE: _____

DATE: _____



302 Pine Street
PO Box 2993
Abilene, Texas 79604-2993
Phone 325-677-6251
Fax 325-677-0006

Report on the Firm's System of Quality Control

July 28, 2023

To the Owners of George, Morgan & Sneed, PC
and the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of George, Morgan & Sneed, PC (the firm) in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included an audit of an engagement performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of George, Morgan & Sneed, PC in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. George, Morgan & Sneed, PC has received a peer review rating of *pass*.

Condley and Company, L.L.P.

Condley and Company, LLP
Abilene, Texas



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Boomfest 5K presented by Blackhorse.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Blackhorse is requesting approval for Boomfest 5K to be held on Saturday, June 1, 2024. All proceeds will go toward the 2024 Boomfest Fireworks show hosted at Hubbard Lake.

A map of the proposed route is attached and will not cross any major highways. Runners will be charged a registration fee to participate. Each runner that finishes the 5K and goes to Blackhorse will receive a gift immediately following the event. Each participant will be required to sign a waiver to be eligible to run. The waiver is attached.

Blackhorse hopes to make this an annual event.

FINANCIAL IMPACT:

If applicable, enter financial impact.

STAFF RECOMMENDATION:

Consider approval of Boomfest 5k as presented.



Boomfest 5K presented by Blackhorse

Proposed Date: Sat. June 1st, 2024

Item 18.

FINISH
Blackhorse

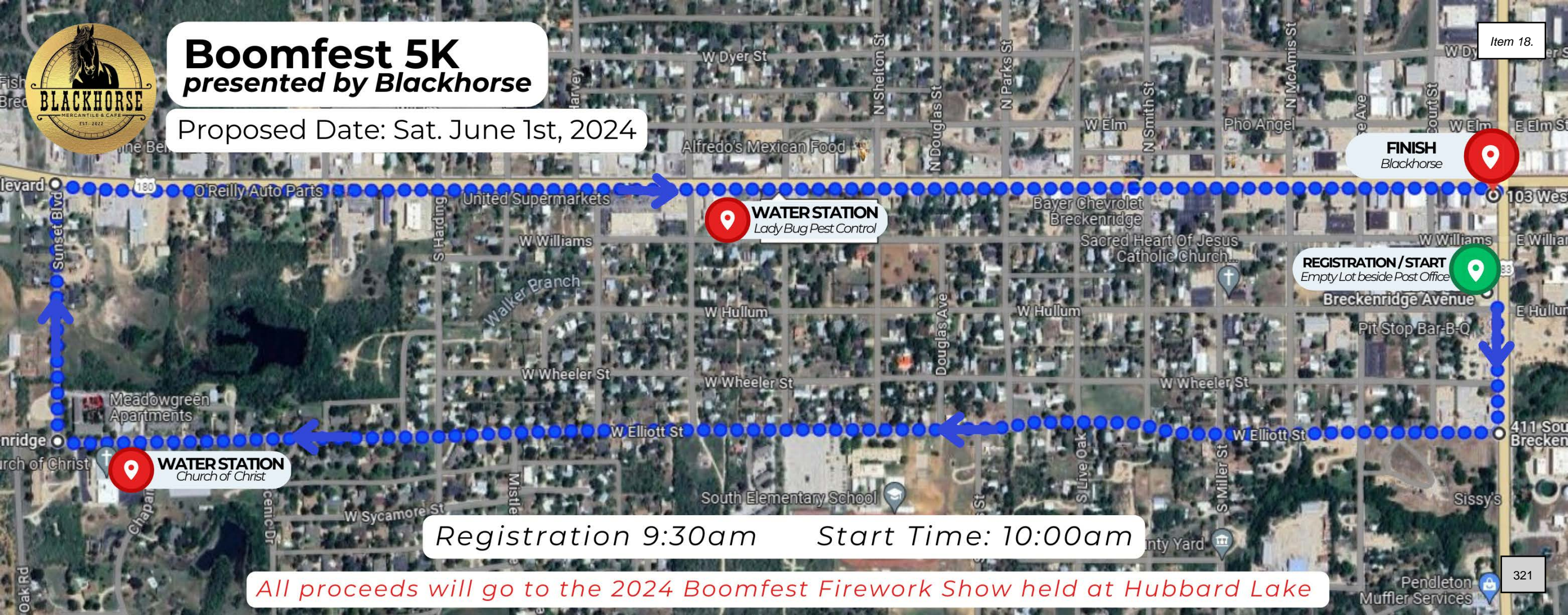
WATER STATION
Lady Bug Pest Control

REGISTRATION / START
Empty Lot beside Post Office

WATER STATION
Church of Christ

Registration 9:30am Start Time: 10:00am

All proceeds will go to the 2024 Boomfest Firework Show held at Hubbard Lake



321

BOOMFEST 5K LIABILITY WAIVER

I know that participating for a road race is a potentially hazardous activity, which could cause injury or death. I will not enter and participate unless I am medically able and properly trained, and by my signature, I certify that I am medically able to perform this event, and am in good health, and I am properly trained. I agree to abide by any decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I attest that I have read the rules of the race and agree to abide by them. I assume all risks associated with running in this event, including but not limited to: falls, physical contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators including the potential the contraction of a communicable disease resulting from contact with other participants, volunteers, race personnel, contract service providers, employees, and spectators. I assume all risks including: the effects of the weather; high heat and/or humidity; freezing cold temperatures; traffic and the conditions of the road including surrounding terrain. I assume all such risks being known, appreciated, and accepted by me.

I understand that bicycles, skateboards, roller skates or inline skates, animals, and personal music players are not allowed in the race, and I will abide by all race rules. Having read this waiver and knowing these facts and inconsideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release the BOOMFEST 5K CRAWL and the city of BRECKENRIDGE TEXAS, all event sponsors, their representatives and successors from all claims or liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver.

I grant permission to all of the foregoing to use my photographs, motion pictures, recordings or any other record of this event for any legitimate purposes. I understand that this event does not provide for refunds in the event of a cancellation, and by signing this waiver, I consent that I am not entitled to a refund if the event is cancelled before or during the event.

Signature:
Date:

Parent's Signature *if under 18 years*:
Date:



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Ordinance 2024-08 closing remainder of 6th Street (at Panther) and 6th Street (at Shelton) and authorizing conveyance

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

City records show that City Commissioners took action to close 6th Street (see map and survey) on 12.1.1981 and convey portions to the adjacent property owner on 12.2.1981. However, portions were inadvertently left out. This action will close the gap and ensure the entire portion that was intended to be closed is closed and conveyed to the current adjacent property owner.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

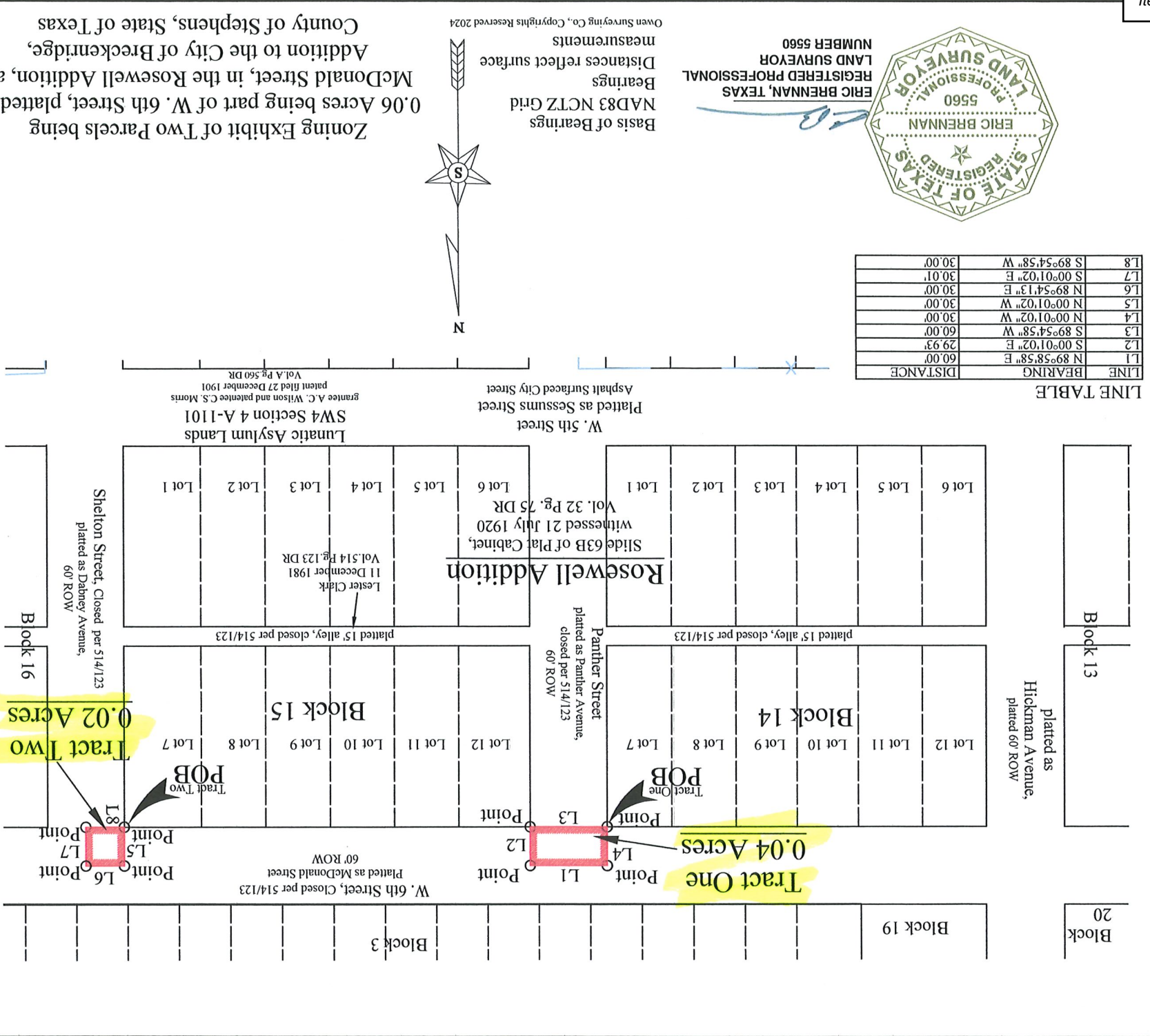
Consider approval of Ordinance 2024-08, closing remaining portions of West 6th Street and authorizing conveyance to the adjacent property owner.

OWEN SURVEYING CO.
 FIRM #10069000 W.W. OWENSURVEYING.COM
 110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424
 PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127
 ZONING EXHIBIT PLAT: STEPHENS COUNTY
 DRAWN BY: CH CHECKED BY: EB
 Print Number B - 491B
 Date: 18 March 2024
 Scale: 1" = 100'

METES AND BOUNDS DESCRIPTION

Tract One, 0.04 Acre Tract
 All that certain 0.04 acre tract or parcel of land situated in the southwest quarter of Section 4 of the Stephens State of Texas, said tract being part of West 6th Street, platted as McDonald Street as shown on plat of the Rosewell Addition, an addition to the City Breckenridge, witnessed 21 July 1920, recorded in volume 32 page 75 of Deed Records of Stephens County, and said plat now located in the Plat Cabinet in Slide 63B of the Plat Records of said Stephens County, and being more particularly described as follows:
 BEGINNING for the southwest corner of the tract being described herein at a point being the northeast corner of Block 14 of said Rosewell Addition, said point being at the intersection of the south line of said 6th Street and the west line of Panther Street, platted as Panther Avenue;
 THENCE: North 00 degrees 01 minutes 02 seconds West, a distance of 30.00 feet to a point in the center of said 6th Street for the northwest corner of this tract;
 THENCE: North 89 degrees 58 minutes 58 seconds East, with the centerline of said 6th Street, a distance of 60.00 feet to a point for the northeast corner of this tract;
 THENCE: South 00 degrees 01 minutes 02 seconds East, a distance of 30.00 feet to a point being the northwest corner of Block 15 of said Rosewell Addition for the southeast corner of this tract, same being the intersection of the south line of said 6th Street and the east line of said Panther Street;
 THENCE: South 89 degrees 54 minutes 58 seconds West, a distance of 60.00 feet to the POINT OF BEGINNING and containing 0.04 of an acre of land.
 NAD83 NCTZ Grid Bearings.

Tract Two, 0.02 Acre Tract
 All that certain 0.02 acre tract or parcel of land situated in the southwest quarter of Section 4 of the Lunatic Asylum Lands, original grantee A. C. Wilson and patentee C.S. Morris, Abstract Number 1101, patent filed 16 December 1901, and recorded in volume B page 386 of the Deed Records of the County of Stephens State of Texas, said tract being part of West 6th Street, platted as McDonald Street as shown on plat of the Rosewell Addition, an addition to the City Breckenridge, witnessed 21 July 1920, recorded in volume 32 page 75 of Deed Records of Stephens County, and said plat now located in the Plat Cabinet in Slide 63B of the Plat Records of said Stephens County, and being more particularly described as follows:
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 THENCE: North 89 degrees 54 minutes 13 seconds East, a distance of 30.01 feet with the centerline of said 6th Street to a point for the northeast corner of this tract;
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 THENCE: South 89 degrees 54 minutes 58 seconds West, a distance of 30.00 feet to the POINT OF BEGINNING and containing 0.02 of an acre of land.
 NAD83 NCTZ Grid Bearings.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'58" E	60.00
L2	S 00°01'02" E	29.93
L3	S 89°54'58" W	60.00
L4	N 00°01'02" W	30.00
L5	N 00°01'02" W	30.00
L6	N 89°54'13" E	30.00
L7	S 00°01'02" E	30.01
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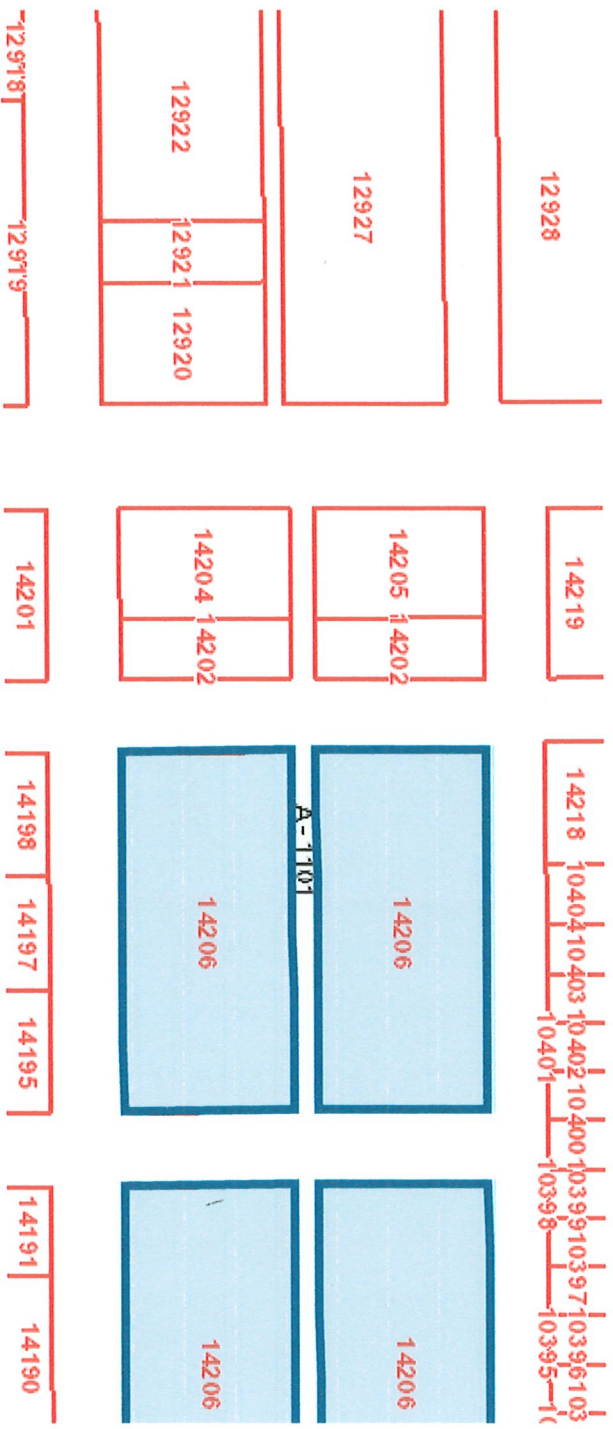
Basis of Bearings
 NAD83 NCTZ Grid
 Bearings
 Distances reflect surface measurements
 Owen Surveying Co., Copyrights Reserved 2024

Zoning Exhibit of Two Parcels being
 0.06 Acres being part of W. 6th Street, platted as
 McDonald Street, in the Rosewell Addition, an
 County of Stephens, State of Texas

Stephens CAD Property Search

Property ID: R000014206 For Year 2023

Map



Property Details

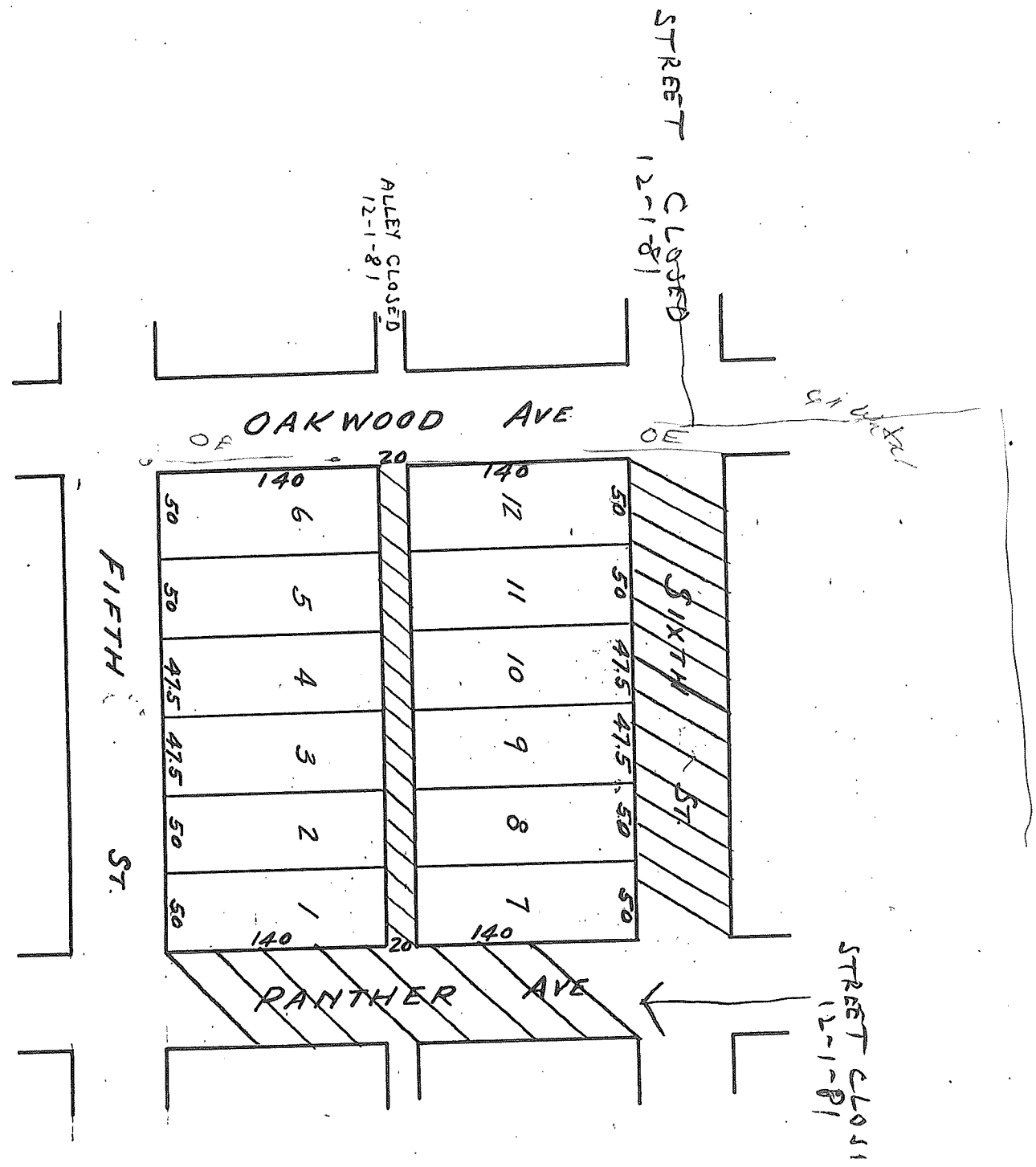
Account	
Property ID:	R000014206
Geographic ID:	11866.015.000.00
Type:	Real
Zoning:	Condo:
Property Use:	
Location	
Situs Address:	SIXTH
Map ID:	Mapscoc:
Legal Description:	Acres 5.240, Lot ALL, ROSENQUEST LOTS, Bk 14-15, Subd ROSEWELL
Abstract/Subdivision:	ROSEWELL
Neighborhood:	R14206
Owner	
Owner ID:	GMNI20140310105532327
Name:	SHORTES DARRELL &
Agent:	<i>RDH</i>

ASSESSOR'S BLOCK BOOK

14

Subdivision or Addition

ROSEWE

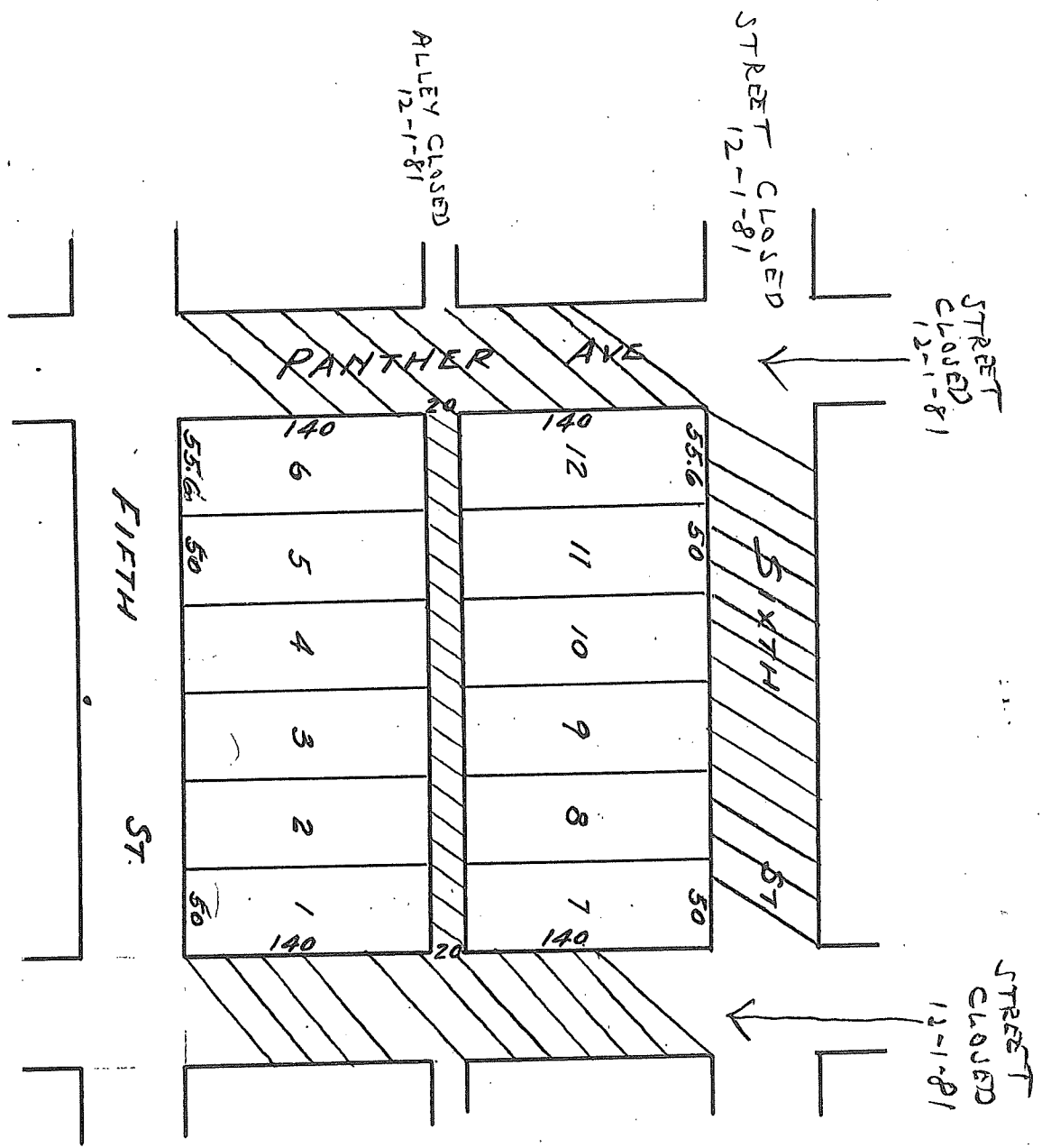


ASSESSOR'S BLOCK BOOK

Subdivision or Addition

ROSEWELL

15



ORDINANCE NO. 444

AN ORDINANCE CLOSING CERTAIN ALLEYS AND STREETS LOCATED IN THE ROSEWELL ADDITION TO THE CITY OF BRECKENRIDGE, TEXAS.

WHEREAS, Article 1175(18) of the Revised Civil Statutes of Texas and Section 11 of Article 3 of the Home Rule Charter of the City of Breckenridge, Texas, authorizes the City to abandon, close or relocate streets and alleys; and,

WHEREAS, Section 14 of Article 4 of the Charter of the City of Breckenridge, Texas, vests all powers of the City in the City Commission; and,

WHEREAS, the City Commission finds that it is to the best interest and general welfare of the people of the City of Breckenridge, Texas, that certain alleys and streets located in the Rosewell Addition to the City of Breckenridge, Texas, should be closed and that the owners of the land abutting said alleys and streets have filed petitions requesting said alleys and streets be closed, and that said alleys and streets should be closed and disposed of as hereinafter provided;

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

Section 1. That the following named alleys and streets located in the Rosewell Addition to the City of Breckenridge, Texas, as shown on the map or plat of said Rosewell Addition be, and same are hereby abandoned, closed and vacated as public alleys and streets, and same shall be disposed of as provided in Section 2 of this ordinance:

- (1) West 6th Street from North Parks Street to North Oakwood Street
- (2) North Shelton Street between Blocks 15 and 16, Rosewell Addition
- (3) North Panther Street between Blocks 14 and 15, Rosewell Addition
- (4) Alley, Block 14, 15, 16, Rosewell Addition

Section 2. It is further ordained that these alleys and streets located in the Rosewell Addition to the City of Breckenridge, Texas, be conveyed to the abutting property owners equally.

And the Mayor of the City of Breckenridge, Texas be and is hereby authorized to execute, acknowledge and deliver a quitclaim deed conveying all the interest of the City of Breckenridge, Texas, in said alleys and streets to the abutting property owners as above provided.

PASSED AND APPROVED at regular meeting in Breckenridge, Texas on the 1st day of December, 1981.

ORDINANCE NO. 2024-08

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS CLOSING, VACATING, AND ABANDONING A 0.04 ACRE TRACT OUT AND A 0.02 ACRE TRACT OF WEST SIXTH STREET (PLATTED AS MCDONALD STREET) OF THE ROSEWELL ADDITION; PROVIDING FOR CONVEYANCE OF SAID ABANDONED STREET 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, on December 1, 1981, the City Commission of the City of Breckenridge (the “City Commission”) adopted Ordinance No. 444 to close certain streets and alleys in the Rosewell Addition to the City of Breckenridge, including “West 6th Street from North Parks Street to North Oakwood Street” (the “Sixth Street Property”), but Ordinance No. 444 was not recorded in the Deed Records of Stephens County, Texas at the time of adoption;

WHEREAS, on December 2, 1981, the City conveyed portions of the Sixth Street Property to Lester Clark but a recent survey has discovered that a 0.04 acre tract and a 0.02 acre tract (the “Missing Tracts”) were not sufficiently described in the Clark deed and are still owned by the City;

WHEREAS, the City Commission wishes to close the Missing Tracts as public streets, to the extent this has not already been accomplished by Ordinance No. 444, and to convey the Missing Tracts to the owner of the adjacent property to effectuate what appears to be the intent of the City Commission in 1981; and

WHEREAS, the City Commission has determined that it would be to the public benefit to abandon, vacate, and close the Missing Tracts, that said land is not needed for public use and therefore constitutes a public charge without a corresponding public benefit, and that the Missing Tracts should be abandoned, vacated, and closed, and conveyed to the adjacent property owner as provided herein.

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. Street Abandoned. To the extent not already accomplished by Ordinance No. 444, adopted on December 1, 1981, the following street property is hereby closed, vacated, and abandoned:

Tract One: All that certain 0.04 acre tract or parcel of land situated in the southwest quarter of Section 4 of the Lunatic Asylum Lands, original grantee A. C. Wilson and patentee C.S. Morris, Abstract Number 1101, patent filed 16 December 1901, and recorded in volume B page 386 of the Deed Records of the County of Stephens, State of Texas, said tract being part of West 6th Street, platted as McDonald Street as shown on plat of the Rosewell Addition, an addition to the City of Breckenridge, witnessed 21 July 1920, recorded in volume 32 page 75 of Deed Records of Stephens County, and said plat now being located in the Plat Cabinet in Slide 63B of the Plat Records of said Stephens County; and

Tract Two: All that certain 0.02 acre tract or parcel of land situated in the southwest quarter of Section 4 of the Lunatic Asylum Lands, original grantee A. C. Wilson and patentee C.S. Morris, Abstract Number 1101, patent filed 16 December 1901, and recorded in volume B page 386 of the Deed Records of the County of Stephens, State of Texas, said tract being part of West 6th Street, platted as McDonald Street as shown on plat of the Rosewell Addition, an addition to the City of Breckenridge, witnessed 21 July 1920, recorded in volume 32 page 75 of Deed Records of Stephens County, and said plat now being located in the Plat Cabinet in Slide 63B of the Plat Records of said Stephens County.

Both tracts being identified and more particularly described in the attached **Exhibit “A”**.

SECTION 4. Fair Market Value. The City Commission finds that the street was originally dedicated to the public at no cost to the City and any fair market value that said tracts may have is offset from the City’s release from the obligation to maintain said tracts.

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 said tracts are hereby released.

SECTION 7. Conveyance. The City Secretary is authorized and directed to record a 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 to said tracts to the property owner abutting same.

SECTION 8. Effective Date. This ordinance shall take effect immediately upon its adoption by the City Commission.

DULY PASSED AND APPROVED by the City Commission of the City of Breckenridge, Texas, this the 7th day of May, 2024.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION

Tract One, 0.04-Acre Tract
 All that certain 0.04 acre tract or parcel of land situated in the southwest quarter of Section 4 of the Lumatic Asylum Lands, original grantees A. C. Wilson and patentee C.S. Morris, Abstract Number 1101, patent filed 16 December 1901, and recorded in volume B page 386 of the Deed Records of the County of Stephens State of Texas, said tract being part of West 6th Street, platted as McDonald Street as shown on plat of the Rosewell Addition, an addition to the City Breckenridge, witnessed 21 July 1920, recorded in volume 32, page 75 of Deed Records of Stephens County, and said plat now located in the Plat Cabinet in Slide 63B of the Plat Records of said Stephens County, and being more particularly described as follows;

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BEGINNING for the southwest corner of the tract being described herein at a point being the northeast corner of Block 14 of said Rosewell Addition, said point being at the intersection of the south line of said 6th Street and the west line of Panther Street, platted as Panther Avenue;

THENCE: North 00 degrees 01 minutes 02 seconds West, a distance of 30.00 feet to a point in the center of said 6th Street for the northwest corner of this tract;

THENCE: North 89 degrees 58 minutes 58 seconds East, with the centerline of said 6th Street, a distance of 60.00 feet to a point for the northeast corner of this tract;

THENCE: South 00 degrees 01 minutes 02 seconds East, a distance of 30.00 feet to a point being the northwest corner of Block 15 of said Rosewell Addition for the southeast corner of this tract, same being the intersection of the south line of said 6th Street and the east line of said Panther Street;

THENCE: South 89 degrees 54 minutes 58 seconds West, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.04 of an acre of land.
 NAD83 NCTZ Grid Bearings.

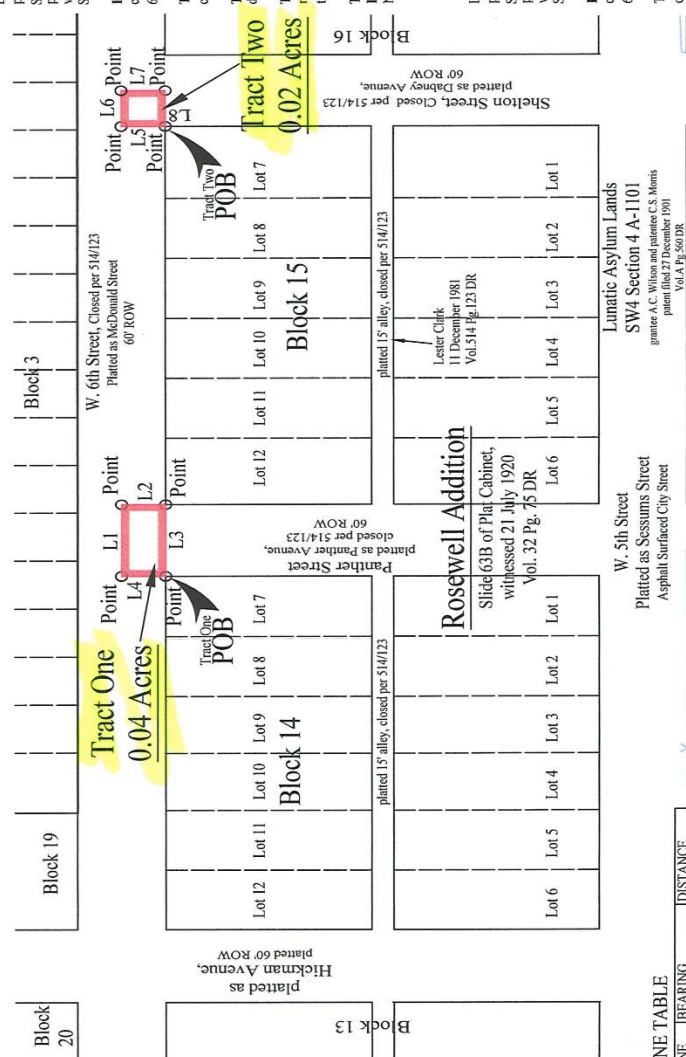
BEGINNING for the southwest corner of the tract being described herein at a point being the northeast corner of Block 15 of said Rosewell Addition, said point being at the intersection of the south line of said 6th Street and the west line of Shelton Street, platted as Dabney Avenue;

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 NAD83 NCTZ Grid Bearings.



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°58'58" E	60.00
L2	S 0°00'10.2" E	29.97
L3	S 89°54'58" W	60.00
L4	N 0°00'10.2" W	30.00
L5	N 0°00'10.2" W	30.00
L6	N 89°54'13" E	30.00
L7	S 0°00'10.2" E	30.01
L8	S 89°54'58" W	30.00



Basis of Bearings
 NAD83 NCTZ Grid
 Bearings
 Distances reflect surface measurements
 Owen Surveying Co., Copyrights Reserved 2024

ERIC BRENNAN
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 NUMBER 5560

Zoning Exhibit of Two Parcels being
 0.06 Acres being part of W. 6th Street, platted as
 McDonald Street, in the Rosewell Addition, an
 Addition to the City of Breckenridge,
 County of Stephens, State of Texas

OWEN SURVEYING CO.
 FIRM # 0069000 WWW.OWENSURVEYING.COM
 110 W. ELLIOTT ST., BRECKENRIDGE, TX 76424
 PHONE (254)559-9898 FAX (254)559-7372 CELL (254)559-0127

ZONING EXHIBIT PLAT: STEPHENS COUNTY
 DRAWN BY: CH CHECKED BY: EB

Scale: 1" = 100'
 Date: 18 March 2024
 Print Number: B - 491B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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

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

Date: May __, 2024

Grantor: City of Breckenridge, a Texas home rule municipality

Grantor's Mailing Address: 105 N. Rose Avenue, Breckenridge, TX 76424

Grantee: Darrell Shortes, an individual

Grantee's Mailing Address: 382 FM 1032, Cisco, TX 76437

Consideration: Ten and No/100 Dollars (\$10.00) and other valuable consideration.

Property (including any improvements):

Tract One: All that certain 0.04 acre tract or parcel of land situated in the southwest quarter of Section 4 of the Lunatic Asylum Lands, original grantee A. C. Wilson and patentee C.S. Morris, Abstract Number 1101, patent filed 16 December 1901, and recorded in volume B page 386 of the Deed Records of the County of Stephens, State of Texas, said tract being part of West 6th Street, platted as McDonald Street as shown on plat of the Rosewell Addition, an addition to the City of Breckenridge, witnessed 21 July 1920, recorded in volume 32 page 75 of Deed Records of Stephens County, and said plat now being located in the Plat Cabinet in Slide 63B of the Plat Records of said Stephens County; and

Tract Two: All that certain 0.02 acre tract or parcel of land situated in the southwest quarter of Section 4 of the Lunatic Asylum Lands, original grantee A. C. Wilson and patentee C.S. Morris, Abstract Number 1101, patent filed 16 December 1901, and recorded in volume B page 386 of the Deed Records of the County of Stephens, State of Texas, said tract being part of West 6th Street, platted as McDonald Street as shown on plat of the Rosewell Addition, an addition to the City of Breckenridge, witnessed 21 July 1920, recorded in volume 32 page 75 of Deed Records of Stephens County, and said plat now being located in the Plat Cabinet in Slide 63B of the Plat Records of said Stephens County.

Both tracts being identified and more particularly described in the attached **Exhibit "A"**.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral leases, and water or wind interests outstanding in persons other than Grantor, and other instruments, other than conveyance of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any state of facts that an accurate survey of the Property would show; and taxes for the year 2024 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold the Property, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Grantee, his 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 or warranties whatsoever.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this _____ day of May, 2024.

CITY OF BRECKENRIDGE

Cynthia Northrop, City Manager

STATE OF TEXAS §
COUNTY OF STEPHENS §

This instrument was acknowledged before me on this the _____ day of May, 2024 by Cynthia Northrop, City Manager for the City of Breckenridge and on behalf of said City.

Notary Public, State of Texas

EXHIBIT "A"

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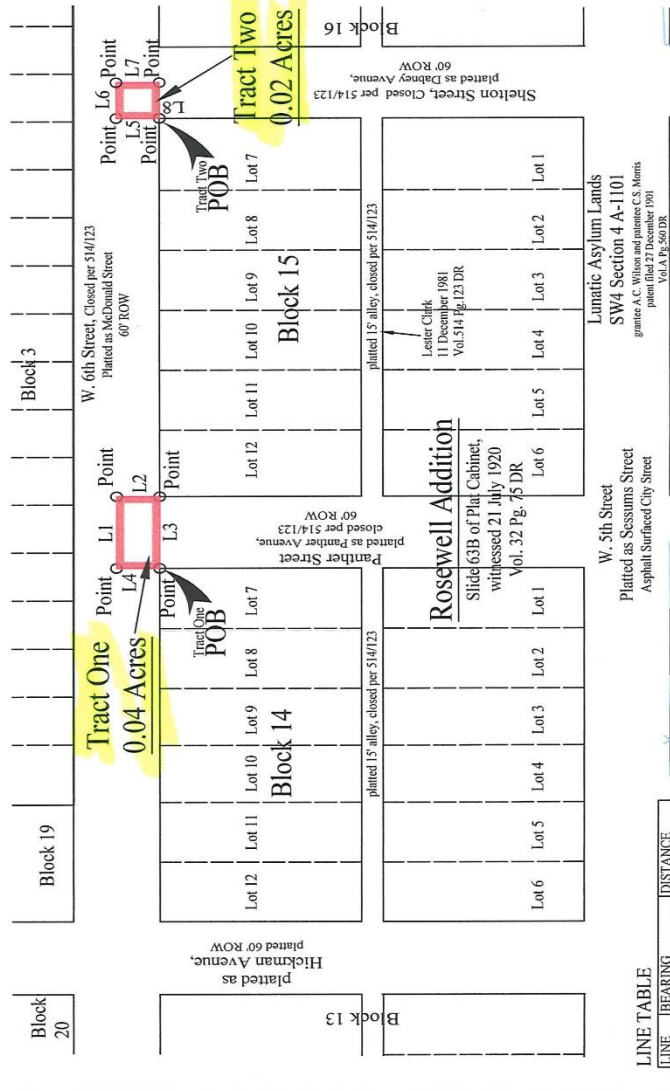
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ERIC BRENNAN, TEXAS
 REGISTERED PROFESSIONAL
 LAND SURVEYOR
 NUMBER 5560

Basis of Bearings
 NAD83 NCTZ Grid
 Bearings
 Distances reflect surface
 measurements

Zoning Exhibit of Two Parcels being
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OWEN SURVEYING CO.
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 DRAWN BY: CH CHECKED BY: EB

Date: 18 March 2024
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Scale: 1" = 100'



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Ordinance 2024-07 updating the Schedule of Fees (first reading)

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

We need to clarify the action the Commissioners took at our last meeting to update the Schedule of Fees. The action was to approve Ordinance 2024-07 Fee Schedule which updated the previous Fee Schedule Ordinance 2023-11. The motion was made to approve Ordinance 2024-11 instead of 2024-07.

In addition to the changes, we inadvertently left out the fee for brush for non-residents. While the fee for residents would be free, we are proposing a minimum amount for non-residents of \$10.00.

The attached Ordinance updates the schedule of fees with these changes included (Changes in red)

- ✓ Chapter 3-Parks Playgrounds, etc.
 - Adding fees for a City Pool Punch Card. This will allow residents to purchase a punch card for twelve passes to the city pool for \$30.00.
 - Updating Pool Party rates. 2-hour rental rate for \$200.00.
 - Updating Pool Party Rental available dates to include Friday, Saturday, and Sunday
- ✓ Chapter 10-Garbage Trash, Weeds, and Other Waste
 - Include fees for Brush (For Commercial Customers ONLY)
 - In the past brush has not been specifically addressed in the fee schedule, and therefore has had inconsistent application of pricing. In an effort to codify and clarify our policies we are proposing an update. Currently, brush is included in the standard dump rates for Roll-Off and small dumpsters. However, the brush does not go into those containers and is placed in a separate area where it is eventually burned. Staff have

researched the fees and associated costs and have recommended that residents be allowed to dump brush at no cost as long as they have a current water bill and driver's license. Non-residential customers will be charged a minimum rate of \$10.00 for a truckload and \$20.00 for a trailer. Commercial customers will be charged at a flat rate of \$20.00 for a truckload and \$40.00 for a trailer.

Brush Price	
Commercial Customers	
\$20.00	Truck Bed-Commercial
\$40.00	Trailer-Commercial
Non-Residential Customers	
\$10.00	Truck Bed-Residential
\$20.00	Trailer-Residential
Brush dumping is free for residential customers with current water bill and drivers license	

- Free brush dumping for residents is in addition to the free trash dump that they already get each month.
 - Non-resident brush dumping fee truckload - \$10.00
 - Updated Business hours of Convenience Station
- ✓ Chapter 21-Water and Sewers-Water Rate Schedule
 - Addition of a Cleanup fee
 - This includes two thousand gallons of water usage for 5 days for the minimum fee of \$42.72. This is primarily used for property owners to have availability of water for a limited period to clean and prepare properties before/after move-in/out.

FINANCIAL IMPACT:
See schedule of fees.

STAFF RECOMMENDATION:
Consider approval of the first reading of Ordinance 2024-07 updating the schedule of fees.

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NOS. 2023-11; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; INCLUDING REVISED RATES FOR PRIVATE POOL PARTIES; CREATING RATES FOR CITY POOL PUNCH CARDS; UPDATING CONVENIENCE STATION RULES AND FEES TO BE CHARGED; CREATING A CLEAN UP FEE FOR WATER SERVICE; PROVIDING AN OPEN MEETINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

- I. Repeal. Ordinance No. 2023-11 adopted on September 5, 2023 is hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
II. Enactment. This Ordinance shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

Fee Schedule of the City of Breckenridge, Texas
Effective June 4, 2024

I. Chapter 3 - Parks, playgrounds, etc.

- (A) Non Profit Organization
Non Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.
(B) Park Pavilion and Trade Barn Rental (Sec. 3.20)
(1) Daily Rental Fee \$50.00
(2) A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned.
(C) City Pool Per Session Fee (Sec. 3.20)
(1) Individual, ages 4 years old and up \$3.00
(2) Individual, ages 3 years old and under free
(3) Child care facility with prior approval from Public Services Director \$2.00
(D) City Pool Punch Cards (Sec. 3.20)
(1) 12 sessions \$30.00
Punch cards can be purchased at City Hall or The City of Breckenridge Aquatic Center for cash and check only
(E) Pool Party Rates (Sec. 3.20)
(1) 2-hour (minimum) rental available on Friday, Saturday, and Sundays. Maximum 150 people. \$200.00

II. Chapter 4 - Animals and Fowl

- (A) Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14): \$75.00 per year
(B) Dog License Fee (Sec. 4-20): \$10.00 per year
*The Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.
(C) Impoundment Fees (Sec. 4-31):

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

III. Chapter 5 - Buildings and Structures

For any inspection or review required under Chapter 5 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

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

*For installation of heating, ventilating, refrigeration, or air conditioning systems

 - (1) Residential: \$50.00
 - (2) Commercial: \$50.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip
- (H) Contractor Registration (Sec. 5-112): \$48.00

IV. Chapter 9 - Fire Protection and Prevention

For any inspection or review required under Chapter 9 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

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

V. Chapter 10 - Garbage, Trash, Weeds and Other Wastes

- (A) Administrative Sanitation Fee: \$5.00

(B) Trash Rate Codes:
 (RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

T1 - RI	1 Poly Cart	\$ 16.74
T2 - RI	2 Poly Carts	\$ 25.11
T3 - RI	3 Poly Carts	\$ 33.48
T7 - RO	1 Poly Cart	\$ 16.74
T8 - RO	2 Poly Carts	\$ 25.11
T9 - RO	3 Poly Carts	\$ 33.48
T13-CI at RI rate	1 Poly Cart	\$ 16.74
T25	1 Poly Cart Delivery/Removal	\$28.00 per occur.
Lockbar Rental		\$13 per occur
Lockbar Installation		\$95.00 per occur.

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

CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED

Residents get **1 Free Trash Dump (8' Bed P/U Rounded) per month** with current water bill and drivers license

ROLL-OFFS-ALL ITEMS MUST BE PUT IN ROLL-OFF NOT ON GROUND

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 18.00 MINIMUM FEE
- \$ 45.00 5-6' BED P/U LEVEL FULL
- \$ 55.00 5-6' BED P/U ROUNDED UP
- \$ 65.00 8' BED P/U LEVEL FULL
- \$ 75.00 8' BED P/U ROUNDED UP
- \$ 140.00 16' TRAILER
- \$ 175.00 20' OR LARGER TRAILER

SMALL DUMPSTERS-ALL ITEMS MUST BE PUT IN DUMPSTER NOT ON GROUND

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH/BAGGED TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 8.00 MINIMUM
- \$ 20.00 5-6' BED P/U LEVEL FULL
- \$ 30.00 5-6' BED P/U ROUNDED UP
- \$ 30.00 8' BED P/U LEVEL FULL
- \$ 50.00 8' BED P/U ROUNDED UP

BRUSH-FEES ARE FOR NON- RESIDENTIAL AND COMMERCIAL USE CUSTOMERS ONLY

Brush dumping is free for residential customers with current water bill and drivers license

NON-RESIDENTIAL CUSTOMERS

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 10.00 TRUCK BED
- \$ 20.00 TRAILER

COMMERCIAL CUSTOMERS

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 20.00 TRUCK BED
- \$ 40.00 TRAILER

RECYCLE BINS-CARDBOARD BOXES MUST BE BROKEN DOWN

SEPTIC DUMPING \$0.05 PER GALLON

- ITEMS NOT ACCEPTED**
 APPLIANCES WITH FEON
 PAINT-PAINT THINNER
 CHEMICALS OF ANY KIND
 TIRES
 BATTERIES
 VEHICLE PARTS
 STONE OR CONCRETE
 CONSTRUCTION MATERIAL
 LUMBER MUST BE CUT INTO SHORT LENTHS 4' OR LESS
 PALLETS

BUSINESS HOURS: WEDNESDAY 1PM-5PM, THURS-SAT 9AM-5PM

VI. Chapter 13 - Occupational Licenses and Regulations

(A)	<u>Permit Fee for Shows, Circuses, etc.</u> (Sec. 13-3):	\$50.00 per day
(B)	<u>Peddler License Fees</u> (Sec. 13-65):	
	(1) Peddler or Solicitor:	
	(a) Application Fee:	\$50.00
	(b) License Fee:	\$50.00
	(2) Itinerant Vendor:	
	(a) License Fee:	\$250.00
	(3) Canvasser:	
	(a) Application Fee:	None
	(b) License Fee:	None
	(4) Mobile Food Vendor:	
	(a) Application Fee:	\$50.00
(C)	<u>Gaming Machine Fees</u> (Article VI):	
	(1) Permit Fee:	\$1,000.00
	(2) Occupations Tax (per machine):	\$15.00

VII. Chapter 14 - Offenses and Miscellaneous Provisions

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

(A)	<u>Costs</u> (Sec. 16-10)		
	(1)	Administration Fee	N/A
	(2)	Section A	
		Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00
		Urn	\$ 150.00
	(3)	Section B	
		Plot - Upright Head / Foot Stone	\$ 1,200.00
		Plot - Flat Head / Foot Stone	\$ 1,000.00
		Urn	\$ 150.00
	(4)	Section C	
		Plot - Upright Head / Foot Stone	\$ 1,000.00
		Plot - Flat Head / Foot Stone	\$ 800.00
		Urn	\$ 150.00
	(5)	Section J	
		Plot - Upright Head / Foot Stone	\$ 800.00
		Plot - Flat Head / Foot Stone	\$ 400.00

		Urn	\$ 150.00
(6)	Section K	Plot - Upright Head / Foot Stone	\$ 600.00
		Plot - Flat Head / Foot Stone	\$ 300.00
		Urn	\$ 150.00
(7)	Baby Land	Plot - Flat Head / Foot Stone	\$ 50.00
(8)	Columbarium	Niches	\$ 400.00
			\$125.00

IX. Chapter 17 - Streets and Sidewalks

(A) Permit for Network Nodes (Sec. 17-77): \$500.00 for up to 5 Nodes*
\$250.00 each Node after 5*

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

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

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

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

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

X. Chapter 21 - Water and Sewers

(A) Water Taps (Sec. 21-1):

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

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

(1)	3/4-inch meter set	\$ 486.50
(2)	3/4-inch meter set outside city limits	\$ 973.00
(3)	1-inch meter set	\$ 638.75
(4)	1-inch meter set outside city limits	\$ 1,277.50
(5)	1.5- inch meter set	inside city limits: \$1433.25.... Outside: \$2866.50
(6)	2-inch meter set	\$ 1,517.25
(7)	2-inch meter set outside city limits	\$ 3,034.50

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

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

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

- (D) Minimum Security Deposit (Sec. 21-11):
- (1) Customers in good standing: \$235.00
At least two times the minimum rate for single-family residential homes within the City limits.
 - (2) Customers with 2 or more disconnects within a 12 month period: \$440.00
 - (3) If, in the judgement of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the Finance Director will be sufficient to insure the city against loss due to nonpayment of final bill.

- (E) Extensions & Pay Arrangements (Sec. 21-11):
- (1) Payment Extensions: ONLY Two (2) extensions of a maximum of ten (10) calendar days will be permitted on each account within a calendar year.
 - (2) Payment Arrangements: At the descretion of the Finance Director or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.
 - (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

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

	<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1) <i>Residential Single Family:</i>		
First 2,000 gallons (minimum):	\$42.72	\$65.43
Next 3,000 gallons, per thousand:	\$7.22	\$14.14
Next 5,000 gallons, per thousand:	\$7.68	\$15.04
Next 10,000 gallons, per thousand:	\$8.93	\$17.48
Over 20,000 gallons, per thousand:	\$10.24	\$20.06
(2) <i>Commercial and Apartments:</i>		
First 2,000 gallons (minimum):	\$53.19	\$86.37
Next 3,000 gallons, per thousand:	\$7.22	\$14.14
Next 5,000 gallons, per thousand:	\$7.68	\$15.04
Next 10,000 gallons, per thousand:	\$8.93	\$17.48
Over 20,000 gallons, per thousand:	\$10.24	\$20.06
(3) Add \$5.57 or \$11.67 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$53.19 or \$86.37 minimum that is connected to the same meter .		
(4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
per one thousand gallons:		\$8.60
(5) <i>High Mesa Water Company:</i>		
First 2,000 gallons (minimum):		\$45.50
2,001 gallons and over, per one thousand gallons:		\$6.00
(6) <i>Stephens Regional Special Utility District:</i>		
per one thousand gallons:		\$6.00
(7) <i>Plant Water:</i>		
treated per one thousand gallons:		\$25.00
raw per one thousand gallons:		\$18.00
(8) <i>Meter Access:</i>		
Meter Reader unable to access meter to get reading due to customer parking over meter or any		

	blocking meter access in any way.	\$25.00	
(G)	<u>Delinquent Account Fees</u> (Sec. 21-15):		
	(1) Late Payment Fee:	\$25.00	
	(2) Reconnection Fee:		
	(a) During normal operating hours:	\$25.00	
	(b) After hours:	\$50.00	
(H)	<u>Rereads</u> (Sec. 21-16):	\$10.00*	
(I)	<u>Temporary Disconnection of Service</u> (Sec. 21-17):		
	(1) Disconnection during normal operating hours:	\$25.00	
	(2) Disconnection after hours:	\$50.00	
	(3) Meter Tampering**	\$100.00	
(J)	<u>Connection and Transfer Fees</u> (Sec. 21-19):		
	(1) Connection Fee:		
	(a) During normal operating hours:	\$25.00	
	(b) After hours:	\$50.00	
	(2) Transfer Fee:		
	(a) During normal operating hours:	\$25.00	
	(b) After hours:	\$50.00	
(K)	Return Check Fee (non-sufficient fund charge)	\$25.00	
(L)	<u>Clean up Fee (Sec. 21-14)</u> 2000 gallons water usage for 5 days	\$42.72	
(M)	<u>Sewer Service Charges</u> (Sec. 21-44):		
		<i>Inside City Limits</i>	<i>Outside City Limits</i>
	(1) <i>Residential Single Family:</i>		
	First 5,000 gallons (minimum):	\$51.80	\$90.00
	Over 5,000 gallons, per thousand:	\$4.68	\$9.00
	Maximum monthly charge:	\$102.70	\$171.81
	(2) <i>All other use:</i>		
	First 5,000 gallons (minimum):	\$56.48	\$99.00
	Over 5,000 gallons, per thousand:	\$6.24	\$12.00
2	Maximum monthly charge:	\$525.20	\$898.46
	(3) <i>* Sewer Irrigation Credit:</i>		
	Residential Single Family:	\$30.00	\$60.00
	All other use:	\$105.00	\$210.00
	(4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
	per thousand gallons of water, or portion thereof, used monthly:		\$5.05
	(5) If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services.		
(N)	<u>Reconnection Fee</u> (Sec. 21-44):		
	(1) Reconnection during normal operating hours:		\$25.00
	(2) Reconnection after hours:		\$50.00

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

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

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed. Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4000, confinement in jail for a term not to exceed 1 year, or both. Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment

of delinquent bill. In addition to the amount of the delinquent bill, the reconnect fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100. Any account charged with tampering fee is required an additional \$300 deposit.

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

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

XI. Chapter 22 - Zoning

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

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

XII. Miscellaneous

For any inspection required under the Code of Ordinances or state law which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection.

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

IV. **Effective Date.** This ordinance shall take effect immediately upon its adoption by the City Commission.

The above and foregoing ordinance was duly proposed, read in full, and adopted upon first reading on May 7, 2024 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on June 4, 2024 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L

City of Breckenridge Convenience Station Rules and Fees

Residents Inside City Limits Get 1 Free Trash Dump Per Month (8' P/U BED Rounded)

Must present current water bill AND drivers license.

Verbally abusive language and/or treatment of the attendant may be cause for suspension of privileges.

All Items Must be Placed In Roll-Off. Do Not Place Trash On Ground.

Trash in Roll-Offs		
Items Accepted: Normal Household Trash		
\$18.00	Minimum	
\$45.00	Short Bed	P/U Level
\$55.00	Short Bed	P/U Rounded
\$65.00	Long Bed	P/U Level
\$75.00	Long Bed	P/U Rounded
\$140.00	16'	Trailer
\$175.00	20'	Trailer Or Larger

Trash In Small Dumpster		
Items Accepted: Normal Household Trash (Bagged)		
\$8.00	Minimum	
\$20.00	Short Bed	P/U Level
\$30.00	Short Bed	P/U Rounded
\$40.00	Long Bed	P/U Level
\$50.00	Long Bed	P/U Rounded

Brush Price	
Commercial Customers	
\$20.00	Truck Bed-Commercial
\$40.00	Trailer-Commercial
Non-Residential Customers	
\$10.00	Truck Bed-Residential
\$20.00	Trailer-Residential
Brush dumping is free for residential customers with current water bill and drivers license	

We Accept:

- ✓ Check
- ✓ Money Order
- ✓ Credit/Debit Cards

No Cash Accepted

Cardboard Boxes Must Be Broked Down To Be Placed In Recycle Bins

Pallets Must Be Broken Down

Lumber Must Be Cut 4' or Less

ITEMS NOT ACCEPTED	
Appliances w/ freon	Tires
Wet Paint/Paint Thinner	Vehicle Parts
Chemicals of any kind	Stone/Concrete
Construction material	Construction material

ATTENDANT MAY ADJUST ALL FEES BASED ON THE SIZE OF THE LOAD