NOTICE OF THE CITY OF BRECKENRIDGE

REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION

December 01, 2026 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 December 01, 2026 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

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

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

City Manager

1. Employee of the Month-Mercedes Luna

2. City Business

Police Chief

3. Police Sergeant-Bryan Burgess

City Secretary

4. Upcoming Events

    12/12 Christmas Parade

12/17 Bulk Pickup

12/24 Christmas Eve

12/25 Christmas Day

1/1 New Years Day

CONSENT AGENDA

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

5. Consider approval of the November 3, 2026, regular commission meeting minutes as recorded.

6. Consider approval of department head reports and monthly investment reports for October 2026.

ACTION ITEMS

7. Discussion and any necessary action regarding approving Change Order for the TWDB CWSRF Wastewater Treatment Plant Improvement Project.

8. Discussion and any necessary action regarding approval of Change-Order for the TWDB CWSRF Lift Station Improvement Project.

9. Discussion and any necessary action regarding awarding Request for Proposal for the Fire Station demolition.

10. Discussion and any necessary action regarding approval of the Splash Pad sub-award Agreement between the City of Breckenridge and the Texas Parks and Wildlife (Department) funded through the Department of the Interior National Park Service 54 U.S.C. 200305 Land and Water Conservation fund issued 8.3.2026.

11. Discussion and any necessary action regarding approval of Amendment 1 to the Engineering Services Work Order 042 for the Street Improvement Project Phase 3.

EXECUTIVE SESSION

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

Consultation with Attorney

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

12. City of Breckenridge vs. Akers Investments LLC, et al; Cause No. CV33796 in the 90th Judicial District Court of Stephens County, Texas.

Personnel Matters
§551.074: Personnel matters (to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee):

13. Interim City Manager

14. Interim Police Chief

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

RECEIVE REQUESTS FROM COMMISSION MEMBERS/STAFF FOR ITEMS TO BE PLACED ON NEXT MEETING AGENDA
Discussion under this section must be limited to whether or not the Commission wishes to include a potential item on a future agenda.

ADJOURN

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 **23rd day of November 2026.**

City Secretary

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.*
PUBLIC TESTIMONY NOTICE: *Persons wishing to address the City Commission during a "Public Hearing" or "Open Forum" shall complete and present a Public Testimony Participation Form to the City Secretary prior to the beginning of the scheduled City Commission meeting. Each speaker will be allowed three (3) minutes to address the City Commission. No discussion or action may be taken by the City Commission on a matter unless the matter has been placed on a properly posted agenda in accordance with the Texas Open Meetings Act.*
POSTING OF AGENDA PACKET: *The posting of the agenda packet on the City's website is for transparency and convenience of the public. All documents, such as ordinances and resolutions, are included in the packet in draft form and presented to the City Commission for use in their deliberations at the Commission meeting. It is not the intent of the City Manager or City Commission to consider the draft documents as adopted or not subject to revision. All draft documents discussed at duly called City Commission meetings will be revised pursuant to action taken at the meeting, and the final form of such adopted documents is subject to review by the public under the Public Information Act.*

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

BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject:	Consider approval of the November 3, 2026, 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 November 3, 2026.

FINANCIAL IMPACT:
NA

STAFF RECOMMENDATION:
Consider approval of minutes as presented.

REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION

Tuesday, November 3, 2026, 2026, 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	KORD TRAMMEL
COMMISSIONER, PLACE 1	BLAKE HAMILTON
COMMISSIONER, PLACE 2	JUSTIN ROSE
COMMISSIONER, PLACE 3	JUNIOR FERNANDEZ
MAYOR PRO TEM, PLACE 4	PAUL HUNTINGTON JR.
CITY MANAGER	CYNTHIA NORTHROP
CITY SECRETARY	JESSICA SUTTER
ASSISTANT CITY SECRETARY	LACY BOTTS
FINANCE DIRECTOR	DIANE LATHAM
FIRE CHIEF	MALCOLM BUFKIN
PUBLIC WORKS DIRECTOR	TAYLOR HARDY
CODE ENFORCEMENT OFFICER	J. POTTS
DOWNTOWN COORDINATOR	AUSTIN PICCOLO

CALL TO ORDER
Mayor Trammel called the meeting to order at 5:30 p.m.

Invocation Led by City Manager, Cynthia Northrop

PLEDGE OF ALLEGIANCE

OPEN FORUM

No speakers.

STAFF REPORT

Public Works Director

1. Employee of the Month-John Wilson

City Manager

2. City Business – Veteran Banner Program Update

City Secretary

3. Upcoming Events

11/7	Annual Chamber Banquet
11/11	City Offices closed in observance of Veterans Day
11/19	Bulk Pickup
11/20-11/21	Mingle Jingle
11/26-11/27	City Offices closed in observance of Thanksgiving

No Action Taken-Discussion Only.

CONSENT AGENDA

4. Consider approval of the October 13, 2026, regular commission meeting minutes as recorded.

5. Consider approval of department head reports and monthly investment reports for September 2026.

6. Consider approval of Resolution 2026-28 approving an agreement with the State of Texas Department of Transportation for the temporary closure of State Highway 180 for the Breckenridge Christmas Parade coordinated by the Breckenridge Chamber of Commerce.

7. Consider approval of Resolution 2026-10 appointing members to the Breckenridge Housing Authority.

8. Consider approval of road closures associated with the Chamber of Commerce Mingle Jingle event to be held November 20-21, 2026.

9. Consider approval of Resolution 2026-29 designating the Albany News as the Official Newspaper of the City of Breckenridge for public notice and designating the Abilene Reporter-News as the official newspaper for ordinance publications in accordance with Section 4.24 of the City Charter for Fiscal Year 2026-2027.

10. Consider approval of Resolution 2026-31 appointing members to the Board of Adjustments.

Mayor Pro Tem Huntington made a motion to approve consent agenda items 4-10 as presented. Commissioner Rose seconded the motion. The motion passed 5-0

PUBLIC HEARING ITEMS

Mayor Trammel opened the Public Hearing at 5:39 p.m.

11. Conduct a Public Hearing regarding 1005 E. Elm-East Breckenridge Addition, Block P, Lot 17 & 18 request to change the zoning from C (Commercial) to SF 6.0 (Single-Family Residential).

Mayor Trammel closed the Public Hearing at 5:40 p.m. with there being no speakers.

ACTION ITEMS

12. Discussion and any necessary action regarding a requested zoning change for the property located at 1005 E. Elm-East Breckenridge Addition, Block P, Lot 17 & 18 to change the zoning from C (Commercial) to SF 6.0 (Single-Family 6.0 Residential).

City Manager Northrop notified commissioners that the Planning and Zoning Commission voted to table this item to a future agenda during their meeting on November 2, 2026.

Mayor Pro Tem Huntington made a motion to table this item to a future agenda. Commissioner Hamilton seconded this motion. The motion passed 5-0.

13. Discussion and any necessary action regarding the purchase of a tandem-axle dump truck for Public Works.

City Manager Northrop reviewed the details of the requested dump truck. This dump truck will be a tandem-axle 2026 Mack GR64 and will replace the 1995 International Dump truck. This purchase will be funded from the fund balance of both the Water and Wastewater fund.

Commissioner Rose made a motion to approve the purchase of a 2026 Mack GR64 Tandem Axle dump truck for Public Works as presented and authorize the City Manager to authorize the documents. Commissioner Hamilton seconded the motion. The motion passed 5-0.

14. Discussion and any action regarding approval of Construction Contract Change Order #4 on the Street Improvement Phase III.

City Manager Northrop reviewed Change order four of the Street Improvement Plan Phase III. This change order will increase the contract amount by $54,117.00. The total contract price will now be $2,912,637.30, including previous change orders. This is expected to be the final change order for this project.

Commissioner Hamilton made a motion to approve change order #4 to the Street Improvement Phase III as presented and authorize the City Manager to execute the documents. Commissioner Fernandez seconded the motion. The motion passed 5-0.

15. Discussion and any necessary action regarding awarding Request for Qualifications for the new Fire Station.

    City Manager Northrop reported that during the previous month, the City Commission finalized the location for the new Fire Station. Certificates of Obligation have been issued and sold, and a Request for Qualifications (RFQ) was advertised for Architectural and Engineering Services. The City received six submissions, which were reviewed and scored by several City staff members and a City Commission member.

    Mayor Pro Tem Huntington made a motion to award Architecture and Engineering services for design of the new fire station facilities to BRW and authorize the City Manager to negotiate the contract and execute the documents. Commissioner Rose seconded the motion. The motion passed 5-0.

Mayor Trammel convened the meeting into Executive Session at 5:52 p.m.

EXECUTIVE SESSION

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

16. 1100 E. Walker

Personnel Matters
§551.074: Personnel matters (to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee):

17. Interim City Manager

18. Interim Police Chief

Mayor Trammel reconvened the meeting into open session at 8:29 p.m.

Mayor Pro Tem Huntington made a motion to Authorize the City Manager to execute the contract for Interim City Manager with Texas First. Commissioner Hamilton seconded the motion. The motion passed 5-0.

Mayor Pro Tem Huntington made a motion to authorize the City Manager to execute the contract for Interim Police Chief with Clear Career. Commissioner Rose seconded the motion. The motion passed 5-0.

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

No requests.

ADJOURN

There being no further business, Mayor Trammel adjourned the regular session at 8:30 p.m.

_____
Kord Trammel, Mayor

_____
Jessica Sutter, City Secretary

BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject:	Consider approval of department head reports and monthly investment reports for October 2026.
Department:	Administration
Staff Contact:	Jessica Sutter
Title:	City Secretary

BACKGROUND INFORMATION:
The City approves an investment policy that complies with the Public Funds Investment Act of 1987 annually. The city allows investments in money market accounts, certificates of deposits, and investment pools. The Treasurer or their designee is required to provide a quarterly investment report to the Commissioners.

The staff provides commissioners monthly with departmental reports and finance reports, including investment reports. This aids in the transparency of the staff's accomplishments and the city's current financials for commissioners and citizens.

FINANCIAL IMPACT:
N/A

STAFF RECOMMENDATION:
Consider approval of departmental reports and monthly investment reports for October 2026.

DEPARTMENTAL REPORTS

OCTOBER 2026

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

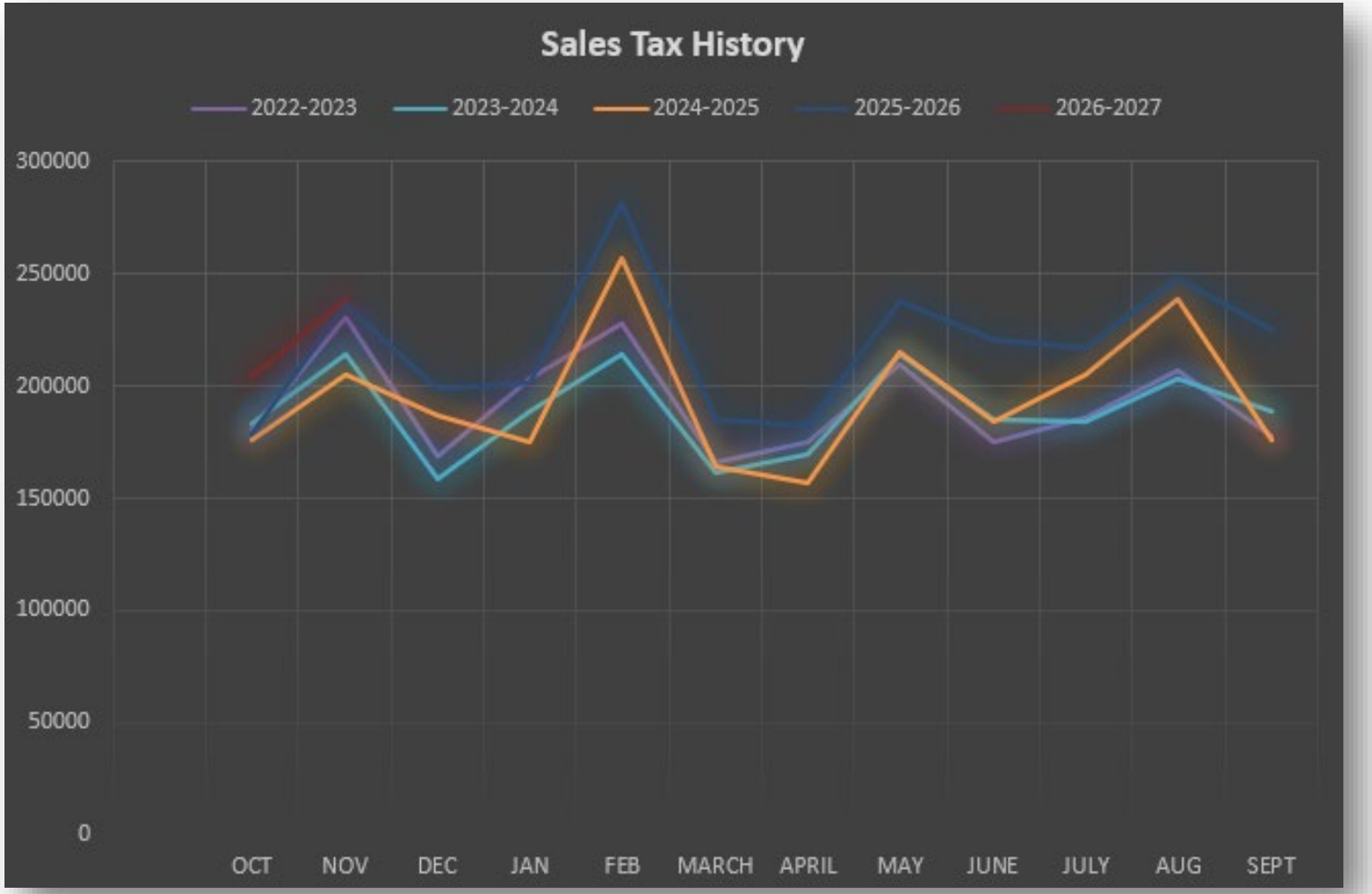
Finance

Bank Statement Balances

	Account Name	Balances as of October 2025	Balances as of October 20
1001	GENERAL FUND	$ 1,682,473.59	$ 2,281,58
1013	ARSON FUND	$ 509.89	$ 509.89
1014	FEDERAL TAX & LOAN	$ 82.10	$ 84.12
1001	WATER FUND	$ 1,854,991.16	$ 1,933,190.36
1001	WASTEWATER FUND	$ 1,539,408.58	$ 1,570,870.31
1001	SANITATION	$ 38,136.21	$ 49,694.62
1001	FIRE DEPT. SPECIAL	$ 8,287.14	$ 11,813.09
1001	FORFEITED PROPERTY	$ 1,485.72	$ 1,489.56
1002	PAYROLL FUND	$ 37,317.75	$ 38,163.68
1001	EQUIP. REPLACEMENT FUND	$ 327,506.56	$ 209,449.37
1001	STREET MAINTENANCE	$ 570,519.40	$ 662,947.67
1001	BRECKENRIDGE PARK FUND	$ 8,696.19	$ 8,411.26
1001	POLICE DEPT. SPECIAL	$ 13,686.56	$ 14,222.70
1001	Excess Sales Tax Revenue	$ 17,726.88	$ 17,772.65
1001	Breck Trade Days	$ 39,635.60	$ 0.20
1051	CO 2017 A&B Sinking /Rd	$ -	$ -
1001	Water Capital Projects	$ (110,693.27)	$ (110,693.27)
1001	Wastewater Capital Projects	$ 164,314.28	$ 164,314.28
1001	Capital Improvement Project	$ 194,228.99	$ 94,705.84
1058	GENERAL DEBT SERVICE FUND	$ -	$ -
1001	General Debt Service Fund P/C	$ 359,792.50	$ 456,443.99
1001	REVENUE DEBT SERVICE FUND	$ 296,564.71	$ 222,074.53
1025	Rescue Boat Donation	$ 1,822.51	$ 1,827.07
1073	CWSRF LF1001492	$ 16,304.48	$ 27.83
1076	CWSRF LF1001492 ESCROW	$ 1,099,092.93	$ 486,110.15
1056	CWSRF CO 2022A L1001491	$ 1.00	$ 1.00
1074	CWSRF CO 2022A L1001491 ESCROW	$ 1,028,095.51	$ 1,007,677.06
1072	CWSRF CO 2022A L1001426	$ 1.00	$ 93,549.74
1075	CWSRF CO 2022A L1001426 ESCROW	$ 2,177,391.49	$ 2,151,434.32
1071	DWSRF LF1001495	$ 4.27	$ 20.32
1079	DWSRF LF1001495 ESCROW	$ 1,198,983.47	$ 291,135.34
1070	DWSRF CO 2022B L1001493	$ 1.00	$ 1.00
1078	DWSRF CO 2022B L1001493 ESCROW	$ 1,483,809.96	$ 1,529,871.08
1057	DWSRF CO 2022B L1001494	$ 1.00	$ 10.98
1077	DWSRF CO 2022B L1001494 ESCROW	$ 1,040,084.06	$ 701,147.60
1010	LOGIC CO 2023	$ 4,402,072.37	$ 2,675,255.71
1012	LOGIC CO 2026 NEW FIRE STATION	$ -	$ 2,408,163.87
1084	WAF CO2026 L1002157 ESCROW	$ -	$ 1,669,348.47
1086	WAF CO2026 L1002157	$ -	$ -
1085	WAF CO2026 G1002158 ESCROW	$ -	$ 4,031,507.32
1087	WAF CO2026 G1002158	$ -	$ 2,950.3
	TOTAL - ALL FUNDS	**$ 19,492,335.59**	**$ 24,677,087.7**

Fiscal Year Sales Tax Revenue Received

MONTH RECEIVED	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
OCT	$ 142,235.00	$ 138,040.00	$ 157,493.00	$ 180,530.00	$ 182,914.00	$ 176,173.38	$ 179,092.44	$ 204,674.45
NOV	$ 122,415.00	$ 176,091.00	$ 213,510.00	$ 230,739.00	$ 214,002.00	$ 205,342.24	$ 236,376.47	$ 238,747.40
DEC	$ 149,000.00	$ 138,215.00	$ 167,667.00	$ 169,037.00	$ 158,898.22	$ 186,724.15	$ 198,774.01	
JAN	$ 132,144.00	$ 142,770.00	$ 195,423.00	$ 203,137.00	$ 188,303.00	$ 175,492.04	$ 201,539.51	
FEB	$ 175,232.00	$ 204,822.00	$ 222,525.00	$ 228,165.00	$ 214,081.01	$ 256,722.47	$ 281,349.83	
MARCH	$ 127,285.00	$ 149,849.00	$ 150,395.00	$ 166,133.00	$ 161,140.16	$ 163,877.32	$ 184,924.78	
APRIL	$ 121,607.00	$ 119,118.00	$ 138,407.00	$ 175,455.75	$ 169,163.00	$ 157,154.10	$ 182,389.85	
MAY	$ 168,693.00	$ 210,823.00	$ 222,804.00	$ 210,071.22	$ 213,927.83	$ 215,254.59	$ 238,132.93	
JUNE	$ 158,145.00	$ 157,037.00	$ 185,695.00	$ 175,128.00	$ 185,557.61	$ 184,180.99	$ 220,343.73	
JULY	$ 167,474.00	$ 160,631.00	$ 187,757.00	$ 185,736.00	$ 184,363.32	$ 205,052.41	$ 216,636.72	
AUG	$ 183,855.00	$ 196,582.00	$ 215,658.00	$ 206,710.00	$ 203,593.65	$ 238,789.51	$ 248,303.93	
SEPT	$ 141,151.17	$ 158,558.00	$ 172,552.00	$ 177,704.47	$ 188,524.22	$ 175,835.01	$ 225,629.47	
TOTAL	$ 1,789,236.17	$ 1,952,536.00	$ 2,229,886.00	$ 2,308,546.44	$ 2,264,468.02	$ 2,340,598.21	$ 2,613,493.67	$ 443,421.85


Sales Tax History
2022-2023
2023-2024
2024-2025
2025-2026
2026-2027
300000
250000
200000
150000
100000
50000
0
OCT
NOV
DEC
JAN
FEB
MARCH
APRIL
MAY
JUNE
JULY
AUG
SEPT

SECURITIES PLEDGED

The following shows the calculation of deposit coverage for the deposits of The City of Breckenridge held in Clear Fork Bank on: October 29, 2026 and securities pledged as of: October 29, 2026

Checking account balances:	$	7,800,691.64
CD balances:	$	-
Total on deposit:	$	7,800,691.64
FDIC Insurance coverage:		
Checking account balances:	$	250,000.00
CD balances:	$	-
	$	250,000.00
Total Deposit balance less FDIC coverage:	$	7,550,691.64
Securities pledged at market value:	$	9,093,447.87
Excess securities pledged:	$	1,542,756.23

2023 CO BOND

BOND AMOUNT	•$8,641,984.74
BANK TRANSFERS	•$6,852,502.00
TOTAL INTEREST EARNED	•$885,232.96
CURRENT BALANCE	•$2,674,715.70

2023 CO BOND-LOGIC PROJECT EXPENDITURES

STREETS

$5,792,804.03

PARK IMPROVEMENT

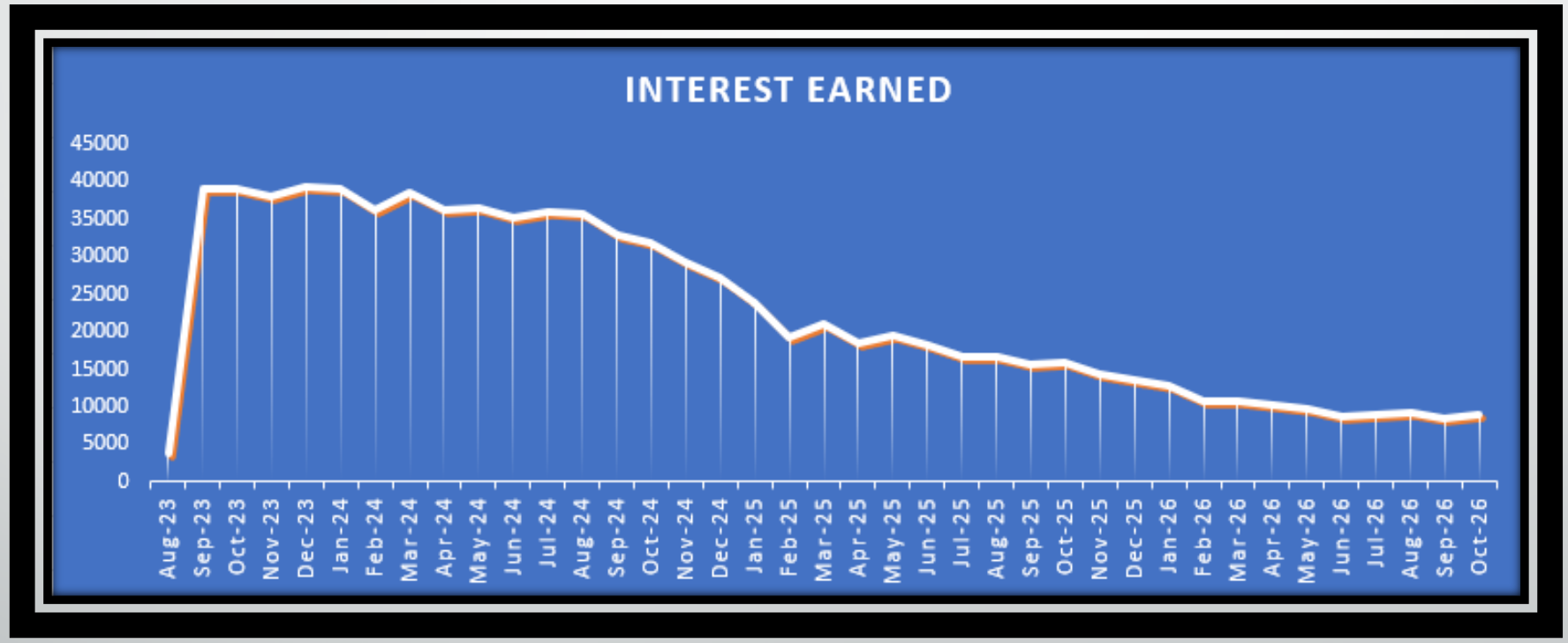
$779,995.17

FACILITIES IMPROVEMENT

$279,118.76

2023 CO BOND-LOGIC
INTEREST EARNED

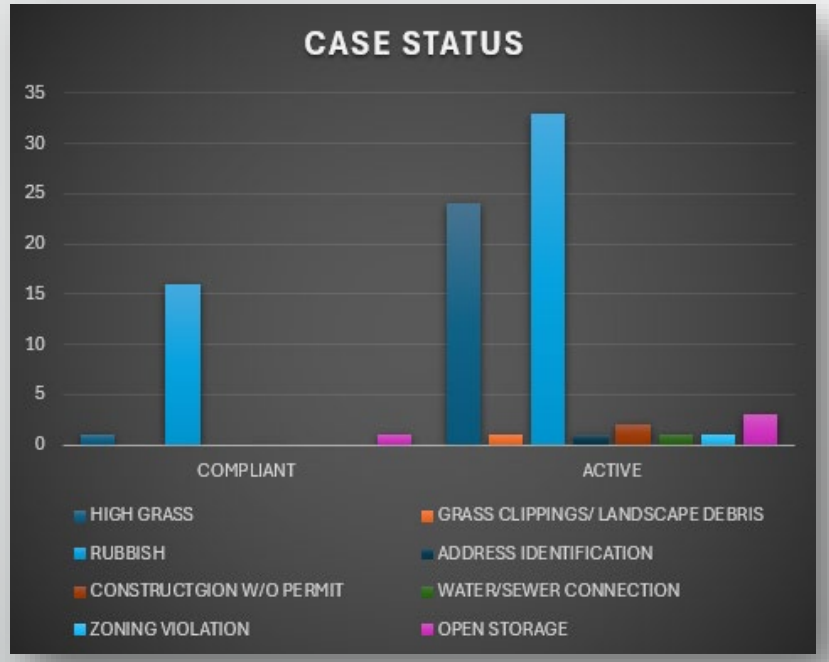
OCTOBER 2026: $9,082.87 **TOTAL: $885,232.96**

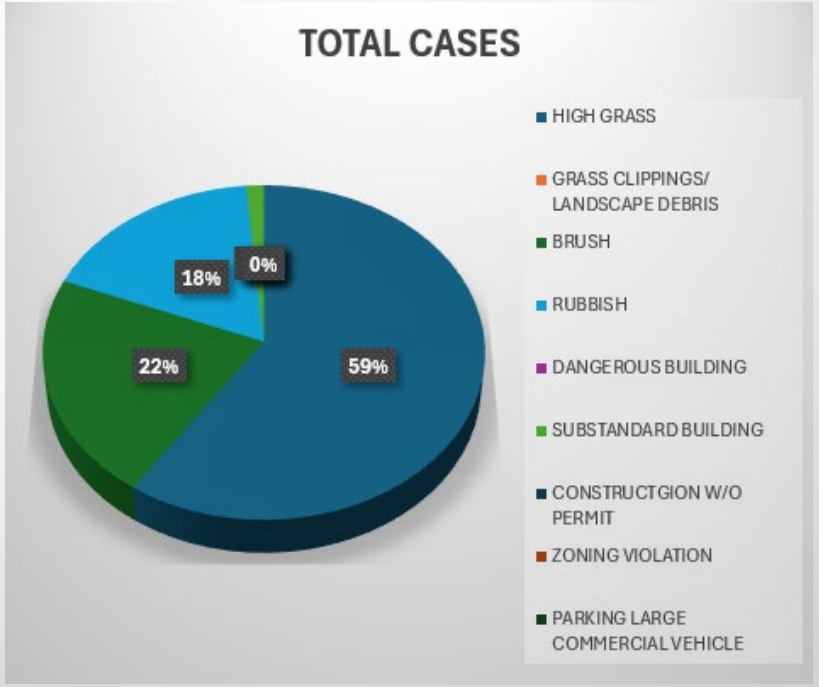


BUILDING & DEVELOPMENT

OCTOBER 2026		FY 2026-2027
Permits Issued:		
Building	6	61
Roof	1	7
Fence, windows, siding, etc.	1	15
Sign	1	2
Mobile home	1	4
Certificate of Occupancy	3	9
Electrical	7	82
Plumbing	1	28
Gas line	3	27
Irrigation	0	2
HVAC	2	14
Moving	0	0
Demolition	0	0
P&Z	1	7
Variance	0	1
Prelim/final plat/replat	0	3 replats
Solicitor/vendor	0	8
Beer/wine/package store/local distributor	1	21
Gaming machine license	0	2
Food Mobile Unit	2	10
Fire alarm	0	1
Fire sprinkler	0	0
Pawn broker license:	0	1
Special Event:	0	2

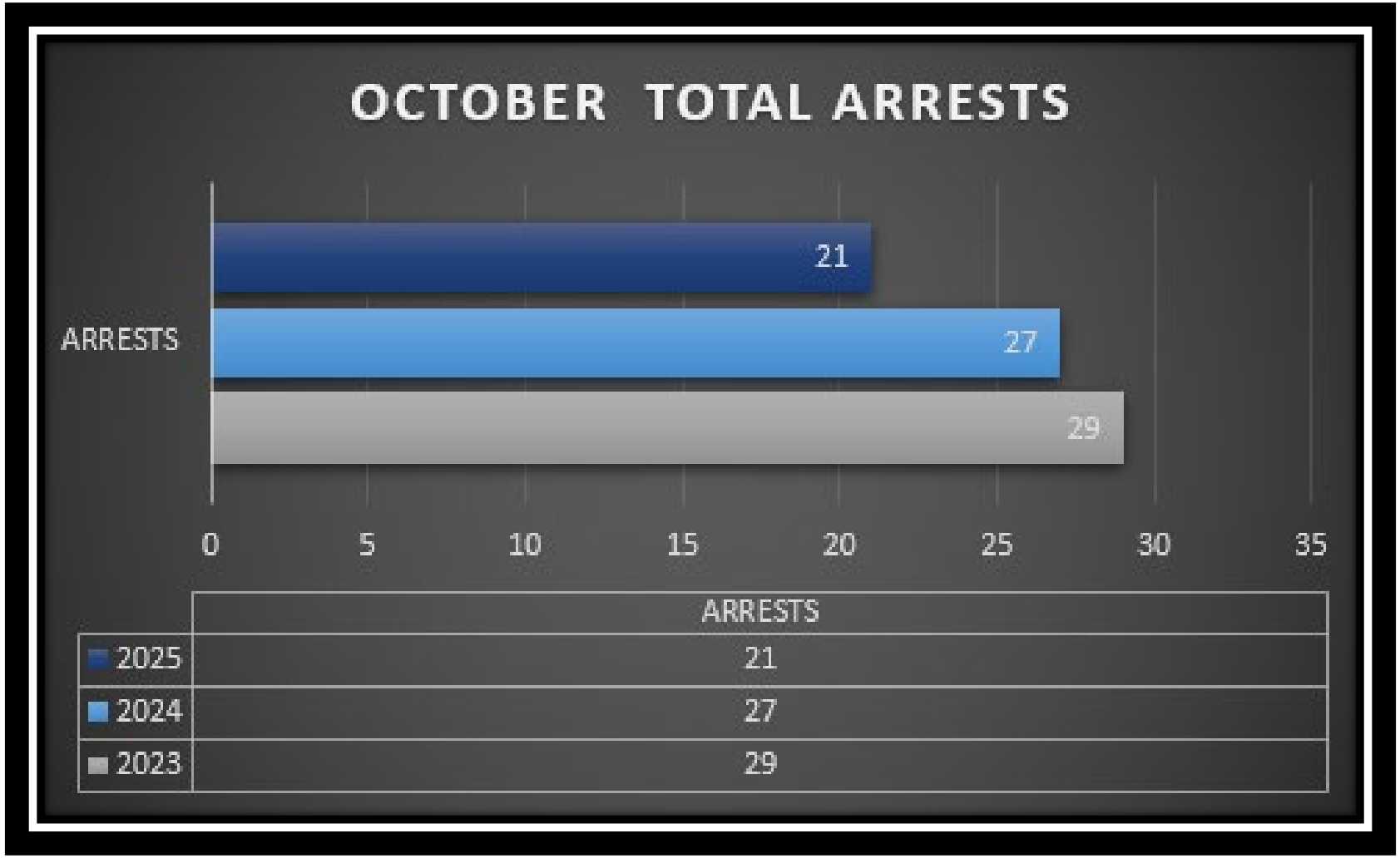
CODE ENFORCEMENT
OCTOBER 2026 CASES: 84

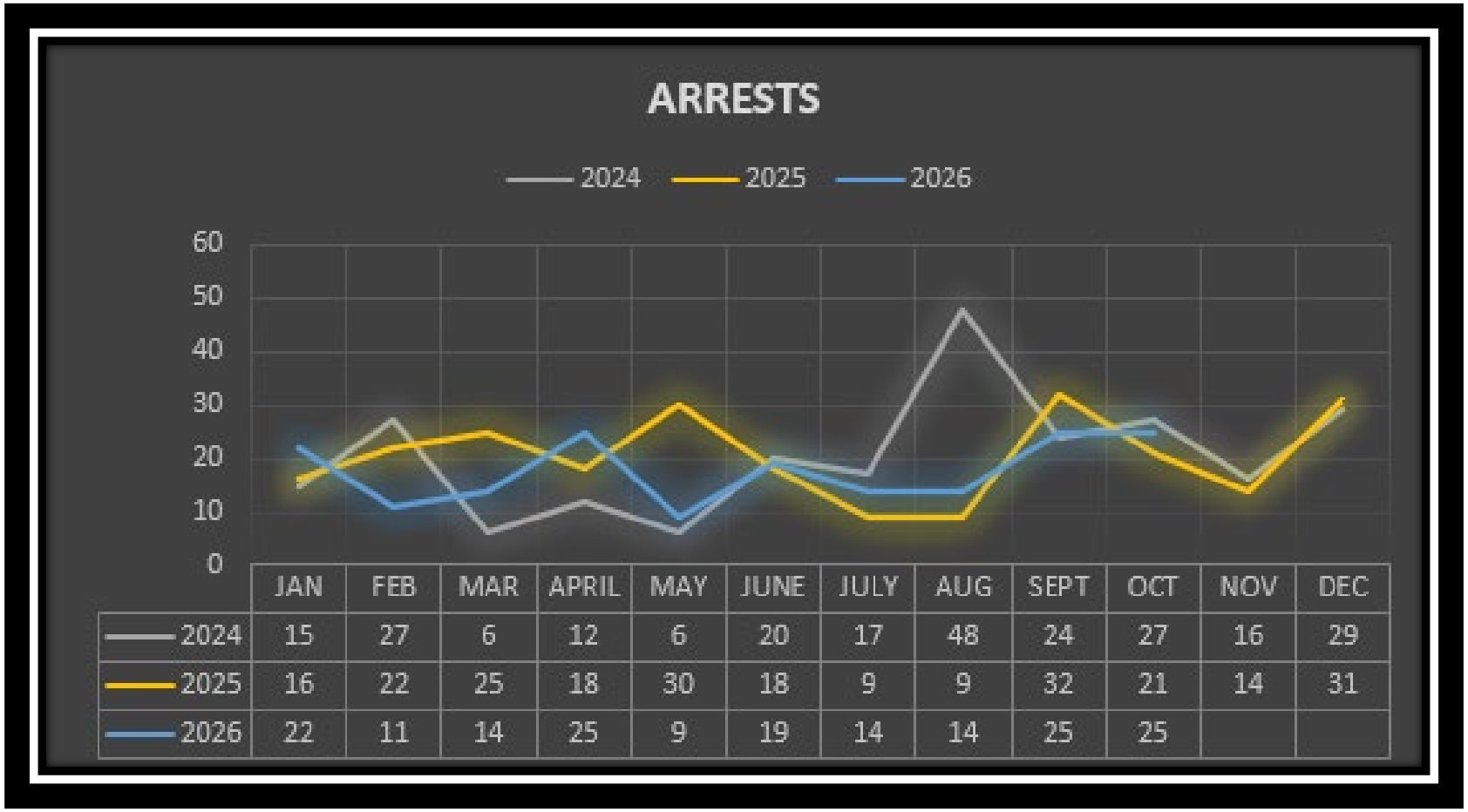






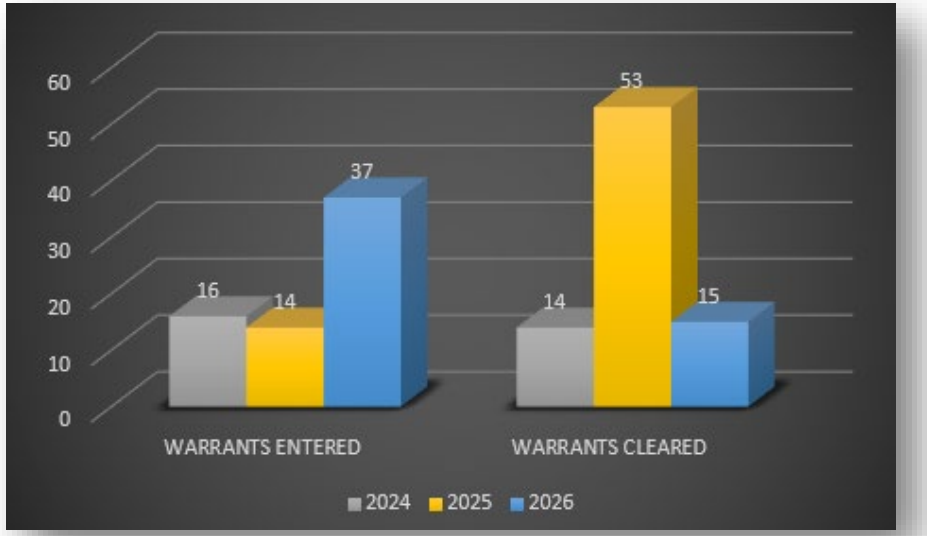
BRECKENRIDGE POLICE DEPARTMENT


OCTOBER TOTAL ARRESTS
ARRESTS
21
27
29
0
5
10
15
20
25
30
35
ARRESTS
2025
21
2024
27
2023
29

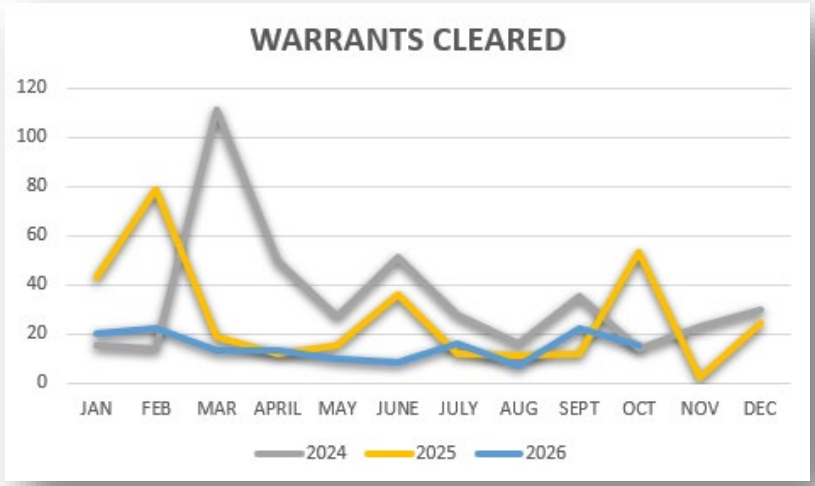


	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
2024	15	27	6	12	6	20	17	48	24	27	16	29
2025	16	22	25	18	30	18	9	9	32	21	14	31
2026	22	11	14	25	9	19	14	14	25	25		

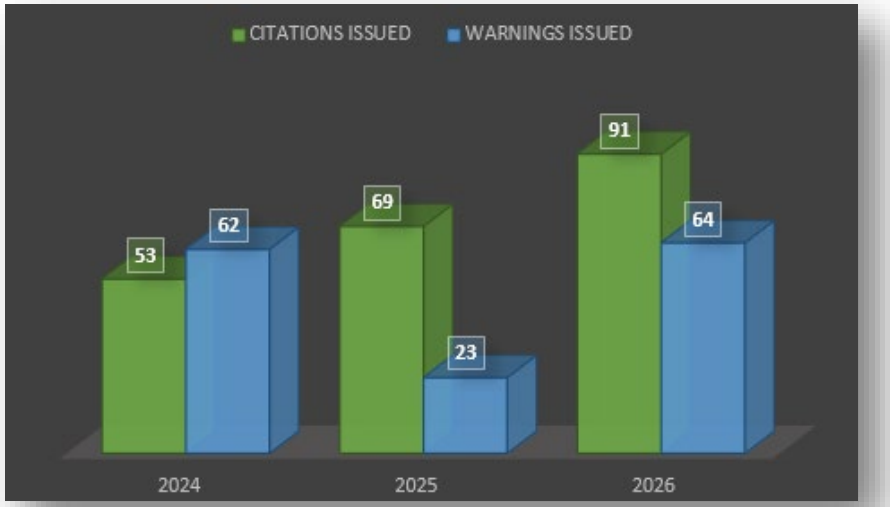
OCTOBER WARRANTS

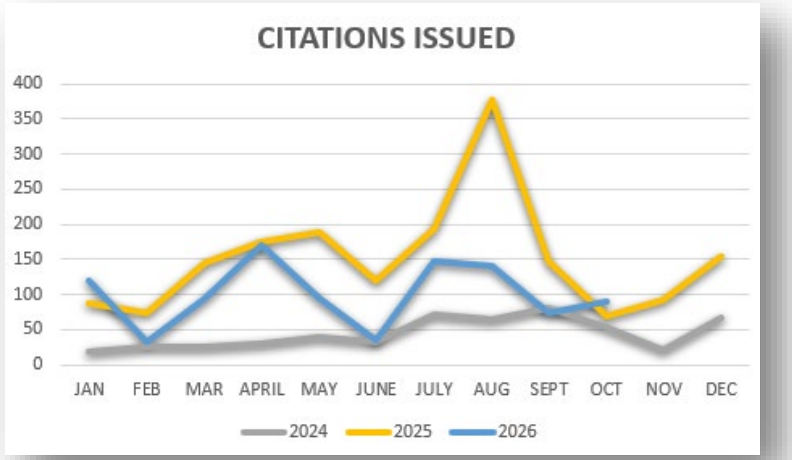


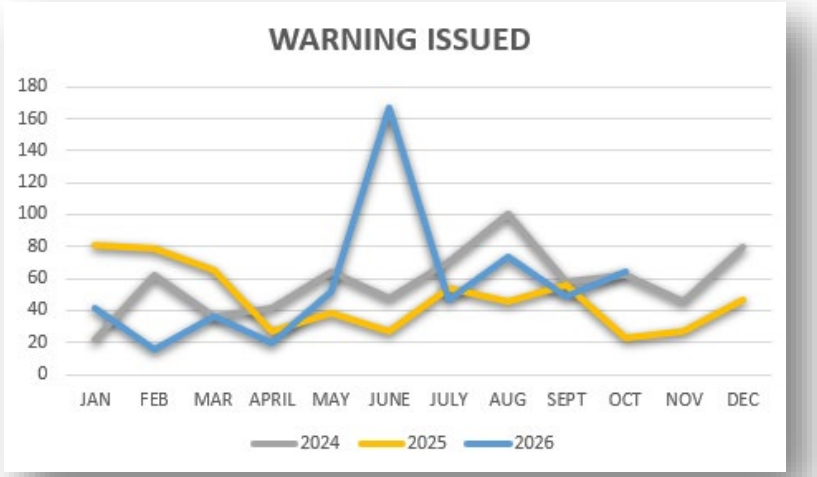




OCTOBER
CITATIONS & WARNINGS







OCTOBER ANIMAL CONTROL

TOTAL CALLS: 253

	CITY	COUNTY
AGGRESSIVE	6	
BITE	1	
CARCASS dom-11 W-27	38	
INJURED/SICK		
RETURNED TO OWNER IN FIELD		
RUNNING AT LARGE	49	
NUISANCE/COMPLAINT	2	
WELFARE CHECK	18	
OTHER	139	
TOTAL	**253**	**0**

OCTOBER
ANIMAL CONTROL

SHELTER INTAKE	CITY	COUNTY
STRAY/RUNNING AT LARGE	14	2
SEIZED BY LAW		
OWNER SURRENDER	2	
RABIES QUARANTINE OBSERVATION	2	
TOTAL	**18**	**2**

LEFT THE SHELTER	CITY	COUNTY
ADOPTED FROM SHELTER	2	
RECLAIMED BY OWNER	6	
RETURNED AFTER QUARANTINE	1	
TRANSFERRED TO RESCUE PARTNER	4	
TOTAL	**13**	**0**

RABIES QUARANTINE OBSERVATION	CITY	COUNTY
HOME QUARNTINE	1	
SHELTER QUARANTINE	1	
TOTAL	2	0

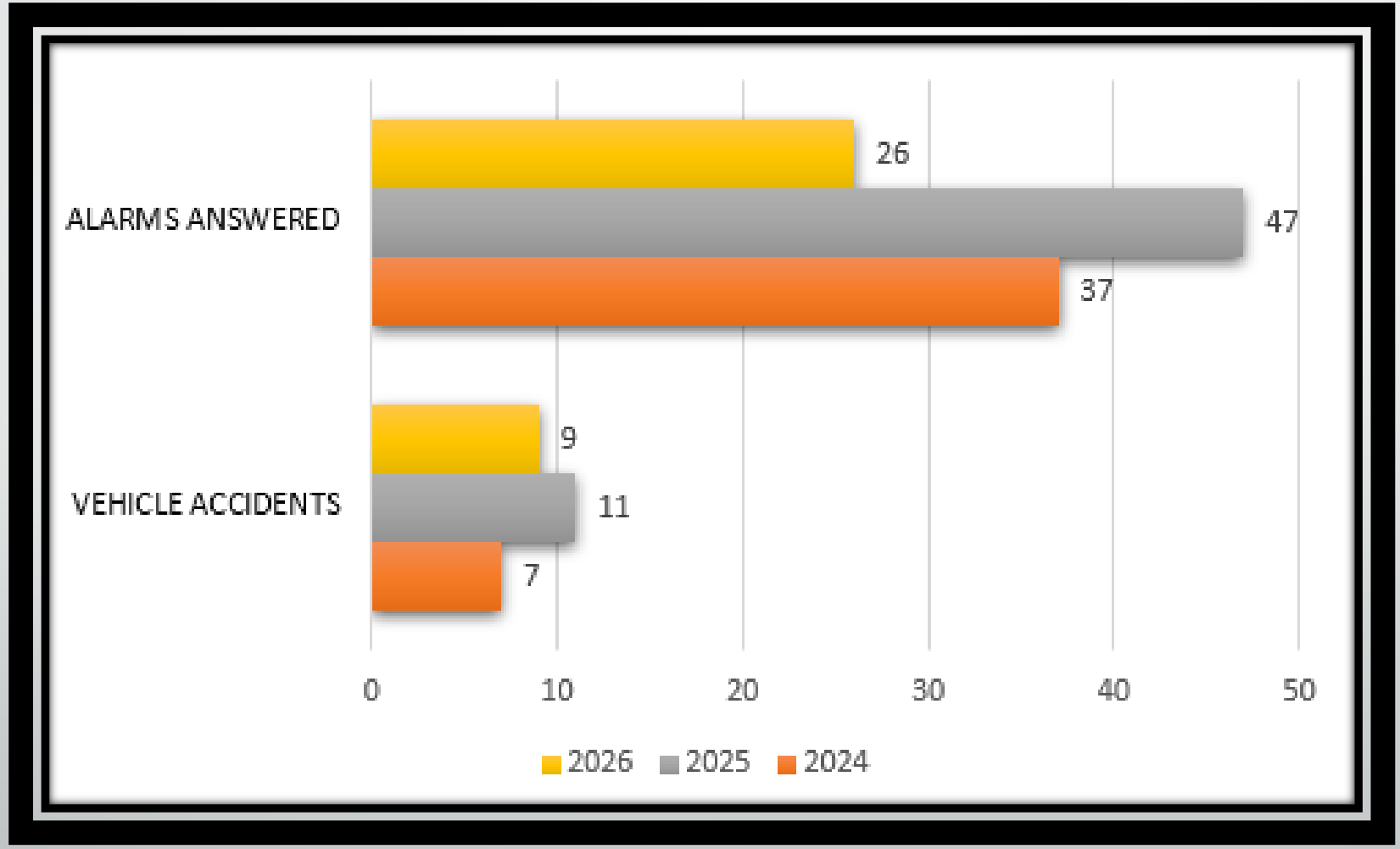
HUMANE EUTHANASIA	CITY	COUNTY
BEHAVIORAL	6	3
MEDICAL		
OWNER SURRENDER		
TOTAL	**6**	**3**

TOTAL IN SHELTER AT END OF MONTH	
CITY	9
COUNTY	2
CITY QUARANTINE	1
COUNTY QUARANTINE	
TOTAL	**12**

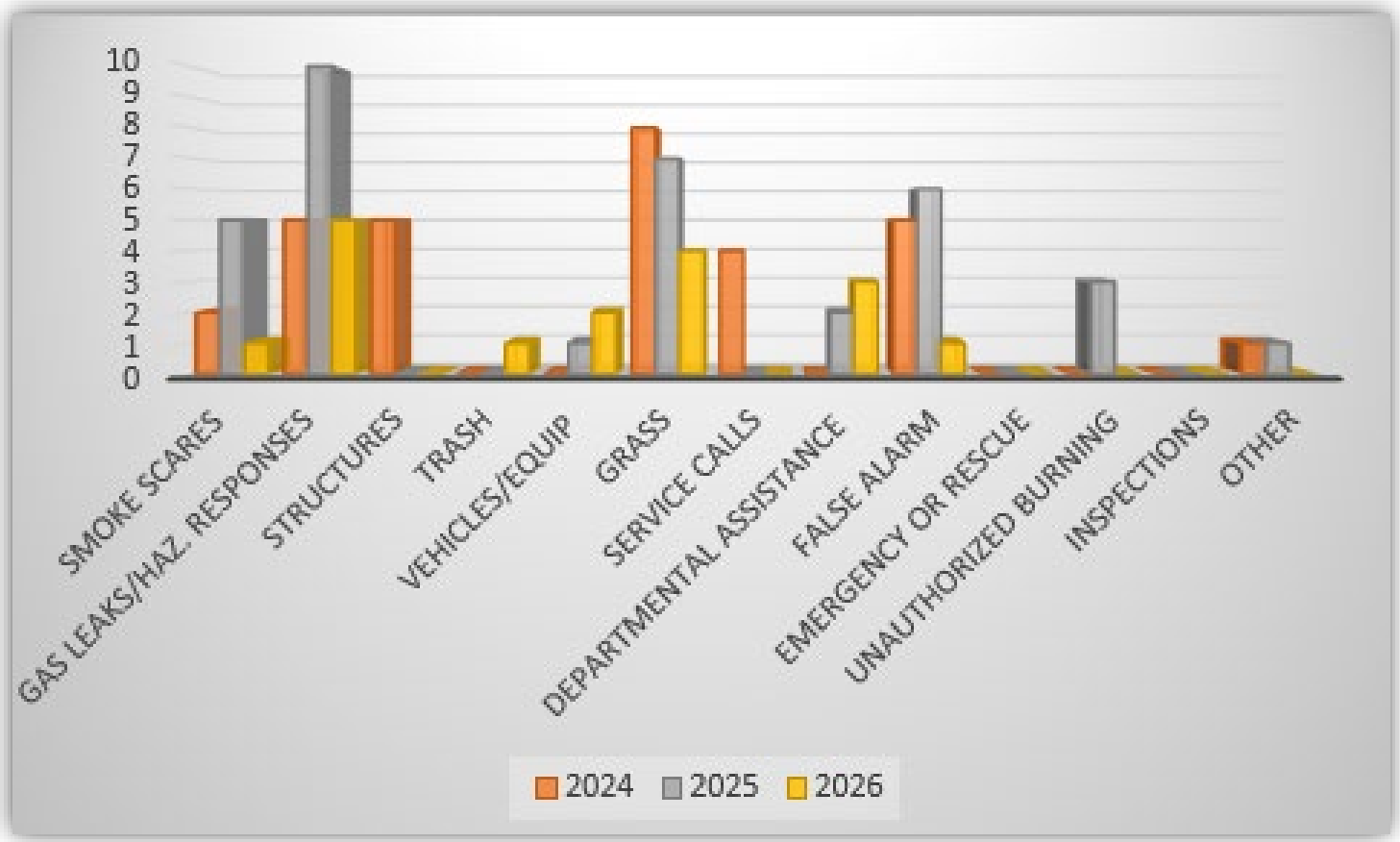
CITATIONS ISSUED	22
WARNING ISSUED	12
CASES IN MUNICIPAL COURT	

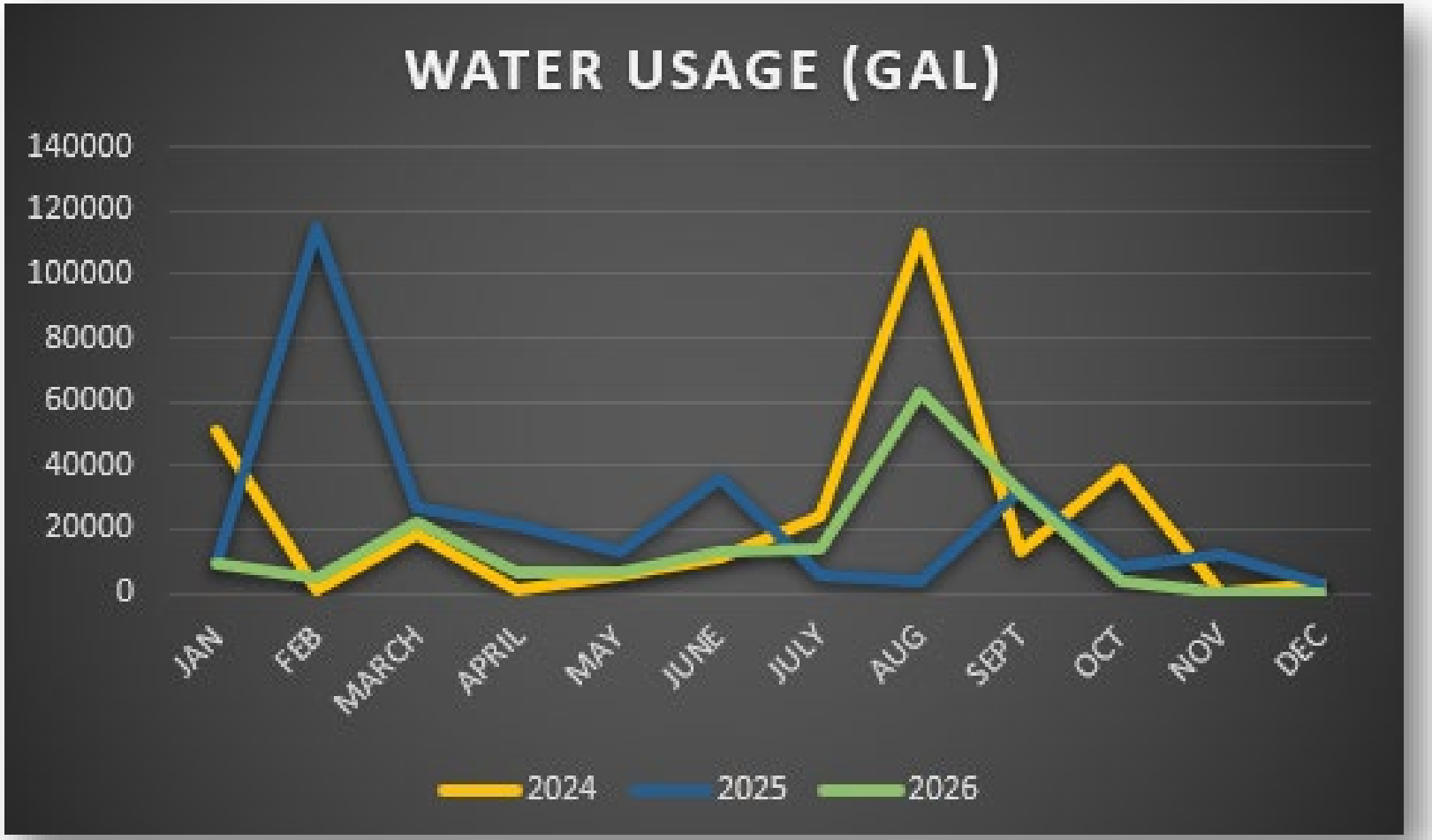

BRECKENRIDGE
LADDER 94
BRECKENRIDGE
FIRE DEPT.

OCTOBER 2026



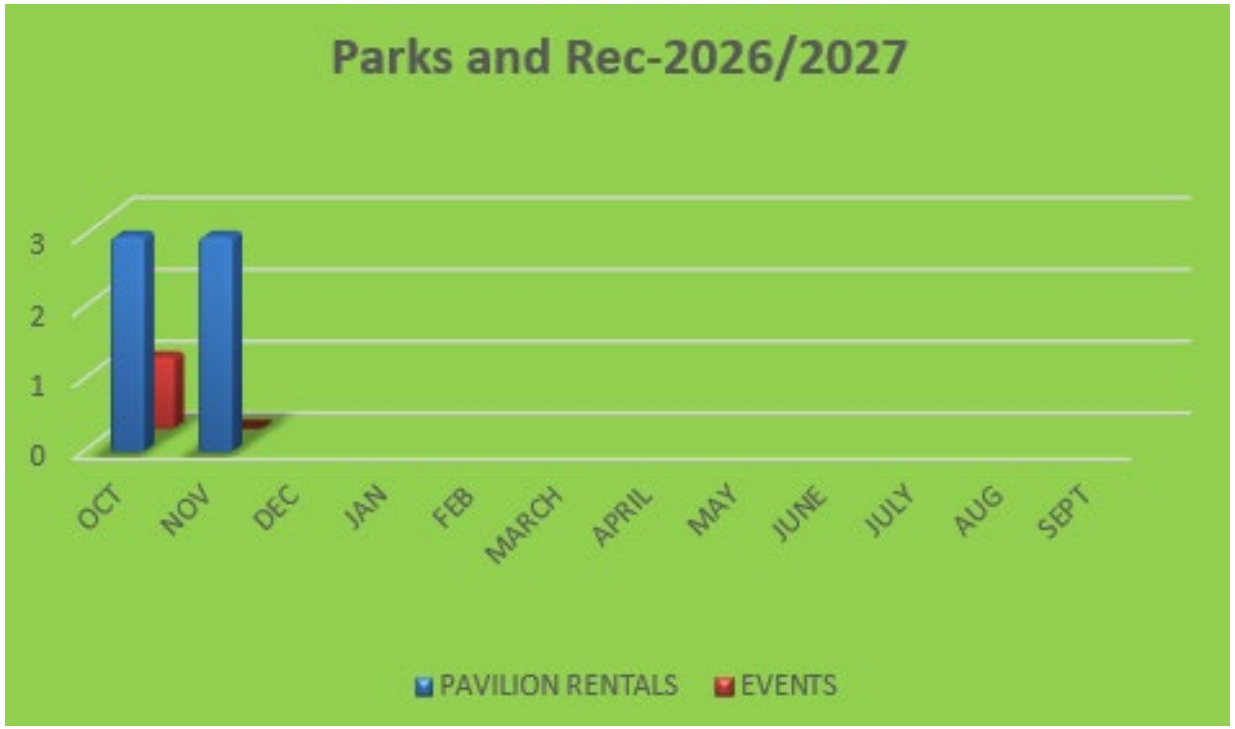
OCTOBER CALLS FOR SERVICE




WATER USAGE (GAL)
140000
120000
100000
80000
60000
40000
20000
0
JAN
FEB
MARCH
APRIL
MAY
JUNE
JULY
AUG
SEPT
OCT
NOV
DEC
2024
2025
2026



PARKS & CEMETERY



3 pavilion rentals

0 trade barn rentals

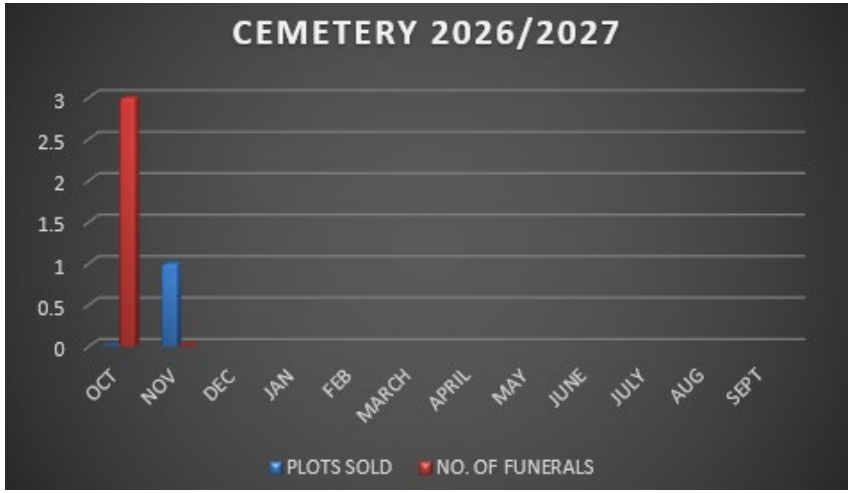
0 volleyball court rental

1 pickleball rentals

Heavy usage at the parks

Maintaining all the parks

Maintaining Downtown clean-up



3 funerals to report

0 plots sold

Helping with Downtown clean-up

Trimming trees

Maintaining Cemetery

Maintaining equipment

CEMETERY

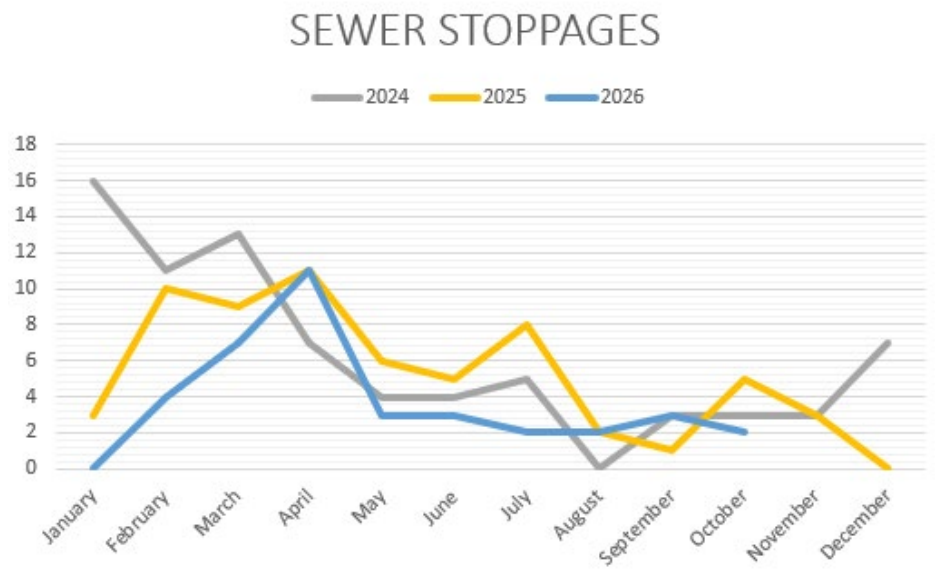
PUBLIC

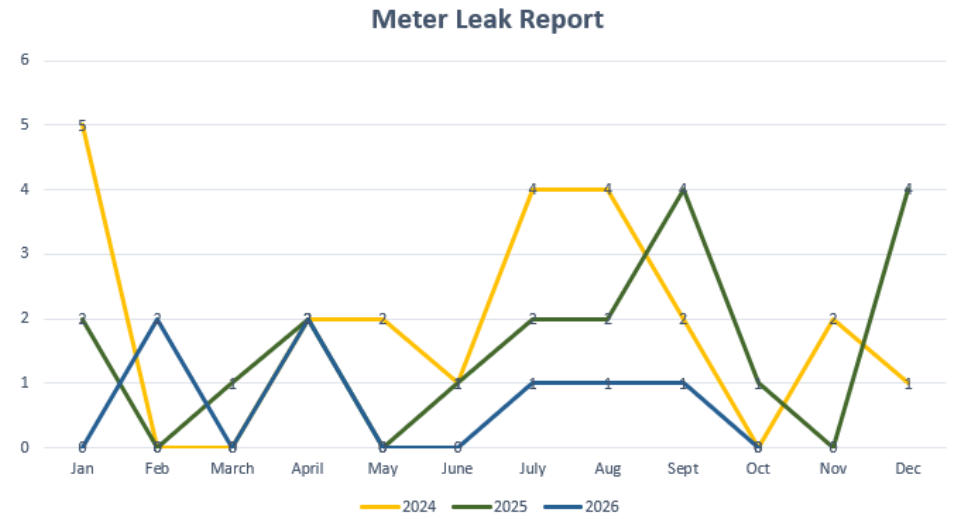


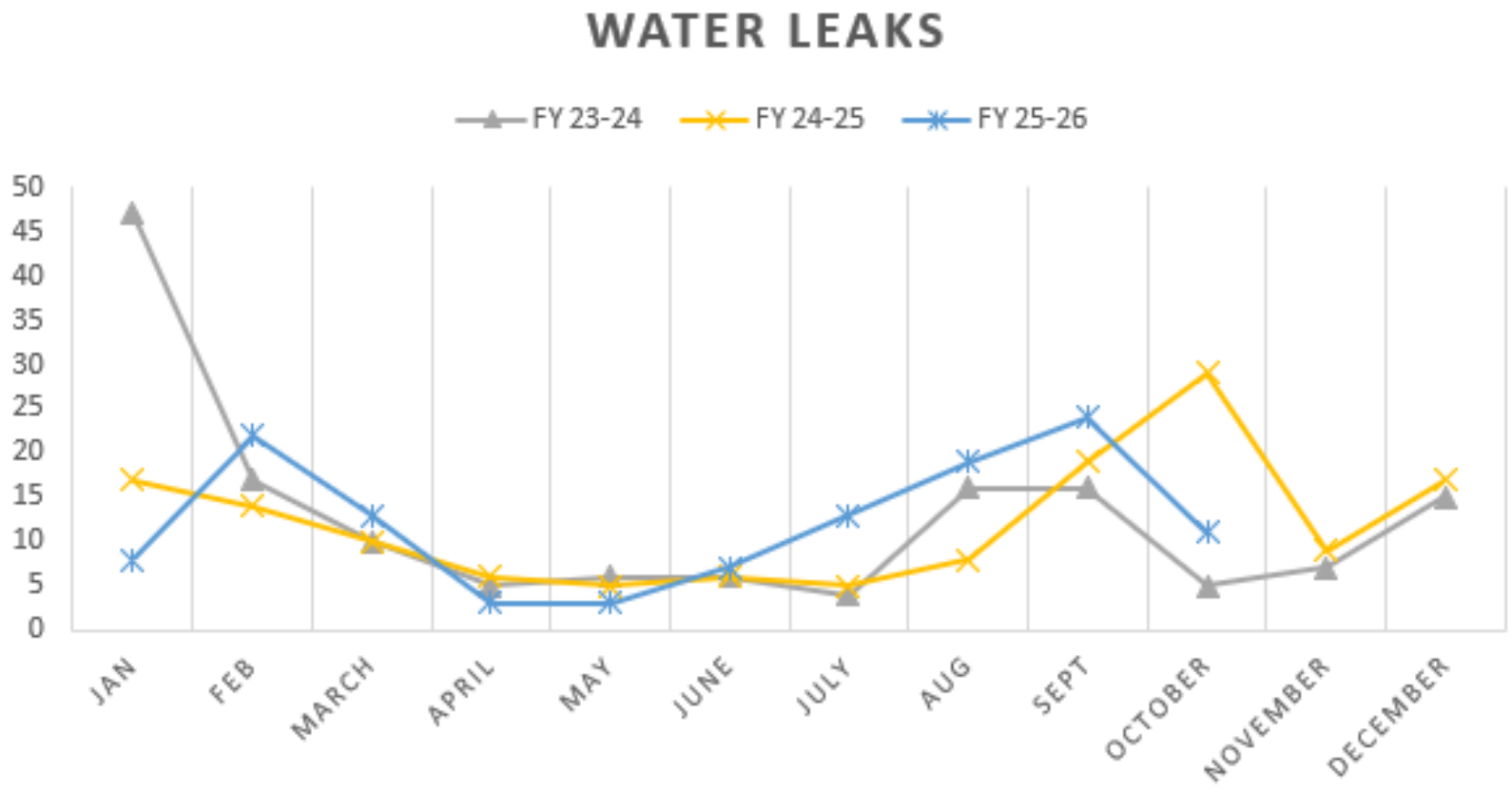




WORKS


SEWER STOPPAGES
2024
2025
2026
18
16
14
12
10
8
6
4
2
0
January
February
March
April
May
June
July
August
September
October
November
December


Meter Leak Report
6
5
4
3
2
1
0
Jan
Feb
March
April
May
June
July
Aug
Sept
Oct
Nov
Dec
2024
2025
2026


WATER LEAKS
FY 23-24
FY 24-25
FY 25-26
50
45
40
35
30
25
20
15
10
5
0
JAN
FEB
MARCH
APRIL
MAY
JUNE
JULY
AUG
SEPT
OCTOBER
NOVEMBER
DECEMBER

BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject:	Discussion and any necessary action regarding approving Change Order for the TWDB CWSRF Wastewater Treatment Plant Improvement Project
Department:	Administration
Staff Contact:	Vince DiPiazza
Title:	Interim City Manager

BACKGROUND INFORMATION:
This is change-order #2 for the TWDB CWSRF Wastewater Treatment Plant Improvement Project.

The existing Belt Press is aging and requires upgrades. (Sub) Or-Tec determined that additional roller bearings would be required for the belt press repairs. The additional costs associated with this scope include cost for materials and freight for all the Or-Tec components.

This change order will increase the contract price by $7998.25

This Change order will not affect the completion date of 375 days.

FINANCIAL IMPACT:
$7,998.25

STAFF RECOMMENDATION:
Approve Change-order #2 as presented and authorize the City Manager to execute the documents.

Enprotec / Hibbs & Todd

CHANGE ORDER NO.: 02

Owner:	City of Breckenridge	Owner's Project No.:	
Engineer:	Enprotec / Hibbs & Todd	Engineer's Project No.:	7902
Contractor:	Purcell Contracting, LLC	Contractor's Project No.:	2505
Project Name:	TWDB CWSRF #73905 CID-01 Wastewater Treatment Plant Improvements Phase I		
Date Issued:	11-16-2026	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

1. **This change order highlights a total of $7,998.25 of project proposed Change Orders (PCO) with additional cost associated with the PCO items as described below and attached.**

Summary:

1. **PCO – #3**

Additional Contract Cost Request

The existing Belt Press is aging and requires upgrades. Or-Tec determined that additional roller bearings would be required for the blet press repairs. The additional costs associated with this scope include cost for materials and freight for all the Or-Tec components.

Total Additional Contract Cost: $7,998.25

Attachments:

1. **Or-Tec Estimate 110595**

Change in Contract Price	Change in Contract Times
Original Contract Price: $ 696,150.00	Original Contract Times: Substantial Completion: 240 Ready for final payment: 270
Change from previously approved Change Orders $ 113,792.45	Change from previously approved Change Orders: 105 days
Contract Price prior to this Change Order: $ 809,942.45	Contract Times prior to this Change Order: Substantial Completion: 345 Ready for final payment: 375
Impact this Change Order: $ 7,998.25	**Impact** this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 817,940.70	Contract Times with all approved Change Orders: Substantial Completion: 345 days Ready for final payment: 375 days

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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	Recommended by Engineer	Accepted by Contractor
Signature:	Brittany D. White	Justin Lane
By:	Brittany White	Justin Lane
Title:	Project Manager	Project Manager – Purcell Contracting, LLC
Date:	11/16/2026	11/16/2026

Authorized by Owner

Signature:	
By:	
Title:	City Manager
Date:	

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.
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Purcell Contracting, LLC
PO Box 525
Meridian, TX 76665
Ph : 254-435-2387

Change Request

To: Brittany White
Enprotec/Hibbs & Todd, Inc.
402 Cedar
Abilene, TX 79601
Ph: 325-698-5560 Fax: 325-691-0058

Number: 3
Date: 11/16/26
Job: 2505 Breckenridge WWTP Improvements
Phone:

Description: Or-Tec Additional Bearings & Freight

Reason: Change in Scope

We are pleased to offer the following specifications and pricing to make the following changes:

Or-tec's original quote was suggesting replacing a few roller bearings from the original inspection. They strongly suggested that all bearings be replaced. There are two bearings per roller and they originally quoted 6 bearings. They are requesting we add 8 additional bearings.

This change also includes the cost for freight which was not included in the original quote and was to be added when costs were determined.

Description	Labor	Material	Equipment	Subcontract	Other	Price
Additional Bearings		$4,580.00				$4,580.00
Or-Tec Freight					$2,375.00	$2,375.00
					Subtotal:	$6,955.00
			Contractor's Fee	$6,955.00	15.00%	$1,043.25
					Total:	**$7,998.25**

If you have any questions, please contact me at (254)435-2387.

Submitted by: Justin Lane
Purcell Contracting

Approved by: _____
Date: _____

Or-Tec Sales

5445 Dunham Rd
Maple Heights, OH 44137

Estimate

Date	Estimate #
11/3/2026	110595

Name / Address	Ship To
City of Breckenridge 105 North Rose Breckenridge, TX 76424 ATTN: Brant	City of Breckenridge 105 North Rose Breckenridge, TX 76424

P.O. No.	Terms	Project
	Net 30	

Description	Qty	U/M	Rate	Total
Bearing - Dodge-Pillow Block Bearing 1-15/16 P2B-SCEZ-115-SHSS	8		572.50	4,580.00
Freight - For all spare parts for the upgrade of Beltpress	1		2,375.00	2,375.00

E-mail

Phone # 216.475.5225

parts@or-tec.com

Total $6,955.00

BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject:	Discussion and any necessary action regarding approval of Change-Order for the TWDB CWSRF Lift Station Improvement Project
Department:	Administration
Staff Contact:	Vince DiPiazza
Title:	Interim City Manager

BACKGROUND INFORMATION:
This is a change-order for the TWDB Lift Station Improvement Project.

The City periodically utilizes temporary bypass pumping equipment; therefore, request an extension of the fencing added around lift station 5 to accommodate this unit when needed. The extension included 20 linear feet of additional fencing.

FINANCIAL IMPACT:
$2,608

STAFF RECOMMENDATION:
Approve change-order as presented and authorize the Interim City Manager to execute the documents.

Enprotec / Hibbs & Todd

CHANGE ORDER NO.: 02

Owner:	City of Breckenridge	Owner's Project No.:	
Engineer:	Enprotec / Hibbs & Todd	Engineer's Project No.:	7902
Contractor:	Legacy Contracting, LP dba Control Specialist Services, LP	Contractor's Project No.:	26-1031
Project Name:	TWDB CWSRF #73905 CID-02 Collection System Improvements		
Date Issued:	11/3/2026	Effective Date of Change Order:	

The Contract is modified as follows upon execution of this Change Order:

Description:

1. **This change order highlights a total of $2,608 of project proposed Change Orders (PCO) with additional cost associated with the PCO items as described below and attached.**

Summary:

1. **PCO – 2 Extension of Fencing around Lift Station 5**

Additional Contract Cost Request

The City periodically utilizes temporary bypass pumping equipment; therefore, they requested an extension of the fencing added around lift station 5 to accommodate this unit when needed. The extension included 20 linear feet of additional fencing.

Total Additional Contract Cost: $2,608

Attachments:

1. **CMR – 2**
2. **Anthem Fence LLC Estimate**

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Change in Contract Price	Change in Contract Times
Original Contract Price: $ 1,185,700.00	Original Contract Times: Substantial Completion: 240 Ready for final payment: 270
CHANGE from previously approved Change Orders $ $24,300.00	**NO CHANGE** from previously approved Change Orders: 0 days
Contract Price prior to this Change Order: $ 1,210,000.00	Contract Times prior to this Change Order: Substantial Completion: 240 Ready for final payment: 270
Impact this Change Order: $ 2,608.00	**Impact** this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: $ 1,212,608.00	Contract Times with all approved Change Orders: Substantial Completion: 240 days Ready for final payment: 270 days

	Recommended by Engineer	Accepted by Contractor
Signature:	Brittany D. White	
By:	Brittany White	Todd Hoff
Title:	Project Manager - eHT	Project Manager – Control Specialist Services, LP
Date:	11/3/2026	11/3/2026

	Authorized by Owner
Signature:	
By:	Cynthia Northrop
Title:	City Manager
Date:	

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LEGACY CONTRACTING, LP

CONTRACT MODIFICATION REQUEST: 2

PROJECT: Breckenridge Collection System Improvements

DATE: 10/30/2026

ATTENTION: City of Breckenridge

Attention:
The following change in contract on this project is proposed:

A breakdown of cost SHALL be attached.
Work shall not commence until authorized by the OWNER.

Description of the Proposed Change & Clarifications

Extended new fence 20' per City's request to accommidate temporary bypass pumping. Gate was also moved from the west side to the south side to accommidate temporary bypass pumping, making the access easier for the City. There is no charge for moving the gate.

TOTAL AMOUNT $ 2,608

Todd C. Hoff

All work shall be in accordance with the terms, stipulations, and conditions of the original Contract Documents. If the work herein provided for is Approved by Change Order, the time of completion will be:

Increased
Decreased
Unchanged

By _____ Calendar Days

☐ ACCEPTED

☐ REJECTED

City of Breckenridge

Date

LEGACY CONTRACTING, LP

CHANGE ORDER SUMMARY
Front Sheet

Breckenridge Lift Station Improvments

CHANGE DESCRIPTION: Extend fence at Lift Station # 5 and move gate to south side.

CONTRACTORS MODIFICATION REQUEST #002 **Job #:** 26-1031

Description	Labor	Material	Equipment	Subcontract	Other	Total
DIRECT COSTS	-	-	-	2,210		2,210
	-	-				-
LABOR BURDEN & FRINGES 55%	-					-
						-
SMALL TOOLS 8% OF LABOR					-	-
SAFETY SUPPLIES 3% OF LABOR					-	-
SUBTOTALS	-	-	-	2,210	-	2,210
CONTRACTOR MARKUP	-	-	-	332	-	332
BONDS & INSURANCE 3%						66
TOTAL	-	-	-	-	-	2,608

CLARIFICATIONS:

1

2

3

4

Description	Qty	Un	Unit Labor	Unit Mat'l	Unit Equipment	Total Unit Labor	Total Mat'l	Total Equipment	Subs
LABOR						-			
Project Superintendent		MH	125.00			-			
Assistant Superintendent		MH	100.00			-			
Carpenter Foreman		MH	90.00			-			
Mechanical Foreman		MH	90.00			-			
Project Manager		MH	150.00			-			
Assistant Project Manager		MH	100.00			-			
Surveyor		MH	65.00			-			
Safety Coordinator		MH	75.00			-			
Office Clerk		MH	40.00			-			
Rodman		MH	45.00			-			
Carpenter/Pipe Fitter		MH	45.00			-			
Carpenter Helper/Fitter Helper		MH	35.00			-			
Crane Operator		MH	55.00			-			
Operator		MH	50.00			-			
MATERIAL									
							-		
			-				-		
			-			-	-		
			-				-		
							-		
							-		
							-		
							-		
							-		
							-		
							-		
							-		
							-		
							-		
EQUIPMENT (Daily / Weekly / Monthly) Cost							-	-	
(Fuel, Oil, Grease(FOG), & Maintenance below)							-	-	
							-	-	
							-	-	
							-	-	
							-	-	
							-	-	
								-	
								-	

Anthem Fence LLC
PO Box 1147
Marble Falls, TX 78654

Estimate

Date	Estimate #
4/21/2026	1204

Name / Address
Legacy Contracting PO Box 1479 4916 Hwy 380 East Decatur, TX 76234

E-mail
estimating@anthemfence.com

Contract / PO #	Project
.	1045 - Breckenridge...

Description	Qty	Rate	Total
CO LS #5: Materials and labor to extend fence an additional 20 LF.	1	2,210.00	2,210.00
We exclude clearing, grading, grounding, signs, mow strip, bollards, painting/staining and locks.			
No Sales Tax			

Subtotal	
Sales Tax (8.25%)	

Joann - Estimator 512-470-1491

Total

BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject:	Discussion and any necessary action regarding awarding Request for Proposal for the Fire Station demolition
Department:	Administration
Staff Contact:	Vince DiPiazza
Title:	Interim City Manager

BACKGROUND INFORMATION:
Last month Commissioners finalized the location for the new Fire Station, re-confirming the original direction of the City Commissioners to demolish the existing Fire Station and build a new modest Fire Station.

Certificates of Obligation have been sold, the RFQ was advertised and awarded to BRW Architects November 2026.

The Request for Proposals to demolish the existing Fire station was advertised and three submittals received November 19, 2026, listed below. Stowe Construction submitted the lowest/best bid.

Stowe Construction/Dallas Demolition - $127,450.00
Raydon, Inc. - $227,681.00
Turnkey Services - $296,344.00

FINANCIAL IMPACT:
$127,450.00

STAFF RECOMMENDATION:
Consider selecting Stowe Construction as lowest/best proposal and authorize the CM to execute the documents.

Raydon, Inc.
1465 Elmdale Rd. N. Abilene, TX 79601
PO Box 671 Breckenridge, TX 76424
Abilene Ph: 325-548-9369
Breckenridge Ph: 254-559-5012

CUSTOMER:

City of Breckenridge Fire Department
120 West Elm Street
Breckenridge, TX 76424
Ph: 254-212-0385
mbufkin@breckenridgetx.gov
ctidrow@breckenridgetx.gov

REGARDING:

Fire Station Demolition

Proposal

23754

DATE: November 2, 2026

DESCRIPTION

TURN KEY PRICE TO INCLUDE THE FOLLOWING WORK TO BE DONE IN ACCORDANCE WITH INDUSTRY STANDARDS. ALL WORK TO BE SCHEDULED NOT TO INTERFERE WITH DAILY ACTIVITIES, HOWEVER, IN SITUATIONS WHERE THIS CAN NOT BE AVOIDED WORK WILL BE DONE IN SECTIONS TO ALLOW PASSAGE.

1. AFTER OWNER DISCONNECTION OF ALL UTILITY SERVICES, DEMOLISH STRUCTURE AND HAUL OFF SPOILS TO CITY'S LANDFILL. FINAL GRADE, IMPORT TOPSOIL & PLACE ON SITE TO SMOOTH MAINTENANCE APPLICABLE GRADE. DEMO SPOILS DUMP SITE, COVER WITH EARTH ON SITE TO MINIMUM OF 6" DEPTH.

SUBTOTAL: $227,681.00
TAX (8.25%): EXEMPT
TOTAL: $227,681.00

Seth Shortes 11/2/26
Submitted by: Date

Accepted by: Date

WE APPRECIATE YOUR BUSINESS AND THE OPPORTUNITY TO SUBMIT THIS PROPOSAL. WE LOOK FORWARD TO ENHANCING THE QUALITY AND CURB APPEAL OF YOUR PROPERTY. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT: SETH SHORTES AT 254-559-0002

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DEMOLITION DESCRIPTION AND BID AMOUNT

DALLAS DEMOLITION CO.

120 W. Elm St. Municipal Bldg. Demolition and abatement

LINE ITEM	Qty	Units	Cost Each	Price Total
3 Story concrete building demolition and removal	17000	SQ FT	$ 4.50	$ 76,500.00
Foundation demolition and removal	5700	SQFT	$ 2.00	$ 11,400.00
Debris Transport - Included				
Asbestos Abatement - 1830 sf floor tile,50 sf sheet floor, 1 sf of caulk	1881	sf		$ 14,800.00
Permit	1	ea	$ 250.00	$ 250.00
Mobilization	1	ea	$ 12,500.00	$ 12,500.00
Insurance $2 million Gl/ $4 m umbrella/ $1 m W/C / $1M Auto	1	ea	12%	$ 12,000.00
Includes all labor,debris removal,perdium, insurance and equipment.				
			DEMOLITION TOTAL:	**$ 127,450.00**

***Estimated project duration: 14-21 WORKING DAYS**

*City to exclude all dump fees

ALTERNATE BID	Qty	Units	Cost Each	Price Total
Security fence - Install/rent/removal	653	lf	**$ 4.75**	**$ 3,101.00**
3rd party Air Monitoring	3	days	**$ 750.00**	**$ 2,250.00**

EXCLUDES: UTILITY DISCONNECTS/REROUTING, UST REMOVAL, FLUIDS REMOVAL/PUMPING FLUIDS FROM PITS, BACKFILL, ASBESTOS SURVEY, DUMP FEES, PARKING AND PAVEMENTS DEMOLITION, TREE REMOVAL, SWPPP, FINAL GRADE, AND MULTIPLE MOBILIZATIONS.

PREPARED FOR: Stowe Construction

David Stowe mailto:david@stowesis.com

PREPARED BY:

Cole Lohden - Cole.lohden@dallasdemolition.com
DALLAS DEMOLITION CO.
214-942-7612
512-461-1013

BID DATE: 10/24/2026

***DALLAS DEMOLITION CO. USES HEAVY MACHINERY TO PERFORM OUR DEMOLITION SERVICES. DDC SHALL BE HELD HARMLESS FOR DAMAGE TO CONCRETE APPROACH, SLABS, PARKING, SIDEWALKS, TREE ROOTS, AND IRRIGATION AT POINTS OF INGRESS/EGRESS FOR ANY REASON OTHER THAN NEGLIGENCE**

***ADDITIONAL MOBILIZATIONS: $12,500.00 EACH.**

***DDC RETAINS ALL SALVAGE FROM INITIAL INSPECTION TO COMPLETION.**

***ANY UNPAID BALANCE WILL BE SUBJECT TO COLLECTION FEES AND OR ATTORNEY FEES IN ACCORDANCE WITH EFFORTS TO RESOLVE BALANCE DUE, WHICH WILL ALSO INCLUDE APPLIED INTEREST AT A RATE OF 1.5% PER DAY PER ANNUM TO THE MAXIMUM ALLOWABLE RATE BY THE STATE OF TEXAS.**

RFP-Fire Station Demolition

Proposal Submitted By:

TURN KEY SERVICES

940. 345.6789

THE KEY TO ALL YOUR NEEDS

SERVING TEXAS FOR OVER 30 YEARS





Proposal Submitted-prepared by:

Steve D. Barnes

President of Operations

Office-940-345-6789

Cell – 817-980-6046

steve@turnkeywtx.com

307 Hwy 183 N.
Woodson, Texas 76491

Office: 940- 345-6789
Fax: 817-309-3475

The City of Breckenridge Texas
105 N. Rose
Breckenridge, Texas 76424
cnorthrop@breckenridgetx.gov
rturner@breckenridgetx.gov

November 16, 2026

Re: Demolition of 1922 Fire Station Building, 120 W. Elm, Breckenridge, TX. 76424

Turn Key Services LLC. appreciates the opportunity to submit a Proposal on this project and proposes to complete this project as specified by site visit with Malcolm with the BFD, and as described in the Scope of Work.

Included in this proposal are: (Scope of Work)

- Complete Demolition of the building at this location ("down to the dirt")
- Haul ALL materials from this demo to the location specified by The City of Breckenridge
- ALL necessary equipment and personnel to perform this project including onsite toilet facilities for TKS employees.
- Necessary barricades around the facility for the duration of the project
- Pothole to locate existing utilities marked by Texas 811 to ensure no lost time service to the public.
- Initial Mobilization with Continuous Working Days with normal working hours (excluding weekends, holidays, and bad weather days).
- Coordinate with City Employees/Managers for staging area(s) for equipment onsite.
- Coordinate with City Employees/Managers for demo materials during the project awaiting haul off.
- On-Site Safety meetings with TKS employees, City personnel may attend if requested.
- Coordinate route to be taken to dump-site with City Employees/Managers, BFD, and BPD to prevent any avoidable disruptions within the city "day-to-day" for both City Employees and the public.
- Haul in select fill or topsoil to place over the lot for a safer and "cleaner" look until new construction begins.

Exclusions from proposal:

- Provide Special Materials over the site once demo is completed.
- Disconnect utilities provided by public utility providers.
- Asbestos removal or disposal (if any)
- Fees for Permits (if required)
- Bonds

TKS *initial:* _____

Breck. *initial:* _____

307 Hwy 183 N.
Woodson, Texas 76491

Office: 940- 345-6789
Fax: 817-309-3475

- Traffic Control (other than cones and signage)
- Erosion Control / SWPPP Plans / Permit
- Location or Repair of Private Utilities not marked by Texas 811
- Re-mobilization of Crews and Equipment if Required to Suspend Work by others for Unknown Reasons. This fee is not applied if work is suspended by Turn Key.

Customer Responsibilities:

- Provide Access to Site
- Provide the area to dump materials at no charge or restricted access that may delay the project.
- Provide a "reasonable notice" of any changes to the project.
- Provide a possible additional charge to the project for any delays caused by the city, **(no other delays will result in additional charges other than delays caused by the city and will be discussed prior to)**

We are projecting this project to be completed within 40-60 working days excluding bad or extreme weather or conditions caused by weather that may delay the project. However, we feel this project could be completed in under 30 days if there are no unforeseen issues such as bad weather, structural issues not able to be seen or identified during site evaluation, or any delays requested by the city.

There will be NO additional charges for any of these reasons nor any additional charges for items such as a fuel "surcharge." We do not bring in these hidden items or change orders during a project or at the end of any project. This proposal is a 100% guaranteed total amount.

This Bid is based on information given and may be amended to reflect any changes made by The City of Breckenridge.

Due to the workload of our office personnel, we now require that any documentation required for payment (example: COI, W-9, etc.) be requested at the time of Proposal Acceptance.

This Proposal amount is valid for a period of Thirty (90 ea.) days from date of submittal.

Proposed Amount for this Service:

The Amount of Two Hundred Ninety-Six Thousand, Three Hundred, Forty-Four Dollars and no cents
($ 296,344.00) is Proposed for the demolition and haul off all spoils/discarded material for this location. Payment terms are 30 days from receipt of invoice; payment terms are negotiable based of normal terms of the City of Breckenridge to its other vendors and/or normal course of business.

If the above Conditions are Acceptable, this Proposal will Act as a Letter of Intent / Contract between **Turn Key Services, LLC.**, and **The City of Breckenridge** for the complete demolition of the building located at 120 W. Elm, Breckenridge, TX. 76424

TKS *initial:* _____

Breck. *initial:* _____

307 Hwy 183 N.
Woodson, Texas 76491

Office: 940- 345-6789
Fax: 817-309-3475

Upon acceptance, please return a signed and initialed copy of this Entire Proposal to our Office; it will be required before work can begin.

Thank you for this opportunity and please call if we can be of any further assistance.

Authorized Agent: The City of Breckenridge Texas

Date:

Proposal Submitted by:

Signature of Authorized Agent: Turn Key Services LLC

11-16-2026
Date:

Turn Key Services LLC.

Steve D. Barnes
President of Operations
Turn Key Services LLC.
307 Hwy 183 N.
Woodson TX 76491
Office: 940-345-6789
Cell: 817-980-6046
E-mail: steve@turnkeywtx.com

TKS *initial:*

Breck. *initial:* _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/25/2026

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

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

PRODUCER	CONTACT NAME: Dallas Certificates
Hotchkiss Insurance Agency, LLC 4120 International Parkway Carrollton TX 75007	PHONE (A/C, No, Ext): 972-512-7700 FAX (A/C, No): 972-512-7799 E-MAIL ADDRESS: certs@hiallc.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Company	10677
INSURER B : Certain Underwriters at Lloyds	15792
INSURER C : Continental Insurance Company	35289
INSURER D :	
INSURER E :	
INSURER F :	

INSURED	TURNUTI-01
Turnkey Utility Construction, Inc. Steve Barnes 9716 Limestone Ct. Joshua TX 76058	

COVERAGES **CERTIFICATE NUMBER:** 463085414 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			EPP0236880	3/17/2026	3/17/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			EBA0236880	3/17/2026	3/17/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 0			CUE7036685174	3/17/2026	3/17/2027	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001231155	11/30/2025	11/30/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A B	Equipment Pollution Liability			EPP0236880 CPLI01688001	3/17/2026 12/2/2025	3/17/2027 12/2/2026	Leased /Rented Limit	$250,000 $5,000,000

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

The General Liability policy includes a blanket additional insured endorsement (form #GA 233 09/17 & GA472 09/18 edition) that provides additional insured status for ongoing and completed operations to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy includes a blanket automatic waiver of subrogation endorsement (form #GA 233 09/17 edition) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

The General Liability policy includes a special endorsement (form #GA 233 09/17 edition) with primary and non-contributory wording.
See Attached...

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of the Splash Pad sub-award Agreement between the City of Breckenridge and the Texas Parks and Wildlife (Department) funded through the Department of the Interior National Park Service 54 U.S.C. 200305 Land and Water Conservation fund issued 8.3.2026

Department: Administration

Staff Contact: Vince DiPiazza

Title: Interim City Manager

BACKGROUND INFORMATION:
The City of Breckenridge was awarded ((1.22.2026) their application for a Texas Parks and Wildlife grant for a Splash Pad at the City Park.

This is the agreement between the City of Breckenridge and Texas Parks and Wildlife for this grant. The grant includes the construction of a recirculating splash pad, an accessible route to the restroom, and solar lighting and signage.

As a reminder, we have already procured the engineer (RFQ) and Jacob & Martin are the engineers for this project. The timeline is below:

City of Breckenridge
Texas Parks & Wildlife- Splash Pad Project
Anticipated Timeline

Grant Contract- Draft delivered by TP&W	November 2026
Grant Contract- Presented to Commissioner's Court	December 2026
Kickoff Meeting/Start-Up/Finalize Scope	January 2027
60% Plans & Specs	March 2027
90% Plans & Specs	April 2027
100% Plans & Specs- TP&W Notice to Proceed on Bidding Out	May/June 2027
Construction Award	July 2027
TP&W Procurement Packet Review/Approval	August 2027
Pre-Construction Meeting	September 2027
Construction Mobilization	October – November 2027
Construction Ends	December 2027
Final Inspections (TDLR)	January 2028
Staff Trainings on Splash Pad O&M	Feb. – March 2028
Open to the Public	May 2028
TP&W Onsite Inspection	June 2028
Administrative Closeout	July- Dec. 2028

FINANCIAL IMPACT:
The grant is a matching grant: The awarded amount is $430,706, and the city's matching amount is $430,706.

STAFF RECOMMENDATION:
Approve the Agreement as presented and authorize the Interim City Manager to execute the documents.

PUBLIC MANAGEMENT
EST.1982

Working to Build Vibrant and Sustainable Communities

City of Breckenridge

Texas Parks & Wildlife- Splash Pad Project

Anticipated Timeline

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TEXAS PARKS AND WILDLIFE

Recreation Grants
FEDERAL SUB-AWARD

Department Contract Number: CA-0009947

Grant Project Number: 48-01326

Sub-Recipient Name (Must match UEI): City of Breckenridge

Sub-Recipient Unique Entity Identifier: LA1RVWF21B71

Project Name: City Park

Federal Award Identification Number (FAIN): P26AP01221

Assistance Listings Number and Title: 15.916

Award Date: 01/22/2026

Period of Performance: 10/01/2026 - 09/30/2029

Federal Award: $430,706.00

Sub-Recipient Cost Share: $430,706.00

Total Project Cost: $861,412.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This sub-award is entered into by the Texas Parks and Wildlife Department (Department), and the City of Breckenridge (Sub-Recipient). This sub-award is funded through Department of the Interior National Park Service 54 U.S.C. 200305 Land and Water Conservation Fund issued to the Department on 08/03/2026

The scope of this Grant Agreement includes:
The City of Breckenridge will develop the 28-acre City Park. This project will construct a recirculating splash pad, an accessible route to the restroom, solar lighting and signage.

Breckenridge City Park is located at 601 E Walker, Breckenridge, Texas 76424.

An Official Boundary Map that meets program requirements is required before final reimbursement and project closeout.

Permanent Public Park & Recreation Dedication. All land or water receiving program assistance shall be dedicated for public park and recreation use in perpetuity. No property acquired or developed with program assistance shall be converted to other than public park and recreation uses without the approval of the Department and the substitution of other park and recreation properties of at least equal fair market value and equivalent park and recreation usefulness.

Pursuant to 2 CFR Part 184 - Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U. S . , unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

This sub-award is not for research and development.

SECTION 2 - SPECIFIC CONDITIONS

N/A

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

The Recipient is authorized to incur pre-award costs up to $92,294.00 on or after 05/01/2025 in accordance with 2 CFR § 200.458 – Pre-award costs. Pre-award costs are incurred at the Recipient’s own risk and must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

SECTION 4 - APPROVED INDIRECT COST RATE

N/A

SECTION 5 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744

Grant Manager:
Dan Reece
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
dan.reece@tpwd.texas.gov

Grant Coordinator:
Michelle Parke
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
michelle.parke@tpwd.texas.gov

Audit Team Lead:
Marcy Cavazos Colunga
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512)389-8116
Marcy.CavazosColunga@tpwd.texas.gov

FOR GRANT SUB-RECIPIENT: The Sub-Recipient must request prior written approval from the Department for a change in key personnel identified below.

Official Point of Contact
Cynthia Northrop
City Manager
105 N. Rose
Breckenridge, Texas, 76424
(254) 559-8287
cnorthrop@breckenridgetx.gov

Project Coordinator
Morgan Verette
Project Manager
201 E Pearl
Granbury, Texas, 76048

(512) 945-7786
mverette@publicmgt.com

Fiscal Contact
Diane Latham
Finance Director
105 N. Rose
Breckenridge, Texas, 76424
(254) 559-8287
dlatham@breckenridgetx.gov

SECTION 6 – STANDARD FINANCIAL MANAGEMENT CONDITIONS

The term "financial management conditions" refers to generally applicable policies and procedures for the accounting, reporting, and management of grant funds. Failure to follow a state or federal law applicable to the disbursement of grant funds may subject the Sub-Recipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and in-eligibility for future grants.

The sub-recipient's financial management system must provide for the following:

(1) Identification of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number, year the Federal award was issued, and name of the Federal agency or pass-through entity.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements in 2 CFR 200.328 and 200.329. When a Federal agency or pass-through entity requires reporting on an accrual basis from a subrecipient that maintains its records other than on an accrual basis, the subrecipient is not required to establish an accrual accounting system. This subrecipient may develop accrual data for its reports based on an analysis of the documentation on hand.

(3) Maintaining records that sufficiently identify the amount, source, and expenditure of Federal funds for Federal awards. These records must contain information necessary to identify Federal awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.

(4) Effective control over and accountability for all funds, property, and assets. The subrecipient must safeguard all assets and ensure they are used solely for authorized purposes. See 2 CFR 200.303.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to implement the requirements of 2 CFR 200.305.

(7) Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E and the terms and conditions of the Federal award.

SECTION 7 - AWARD AND PAYMENT

A. The Department will provide funding to the Sub-Recipient in an amount not to exceed $430,706.00 for the project described under Section 1-Project Description and Location and in accordance with the Department-approved Budget Summary attached.

B. The Sub-Recipient shall obtain prior approval from the Department for budget and program revisions and shall request payment via the Department's Recreation Grants Online Grant Management System.

C. Expenses charged against awards under the Sub-award may not be incurred prior to the beginning of the Sub-award, except as provided for in Section 3- Pre-Award Incurrence of Costs, and may be

incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sub-Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

D. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.

E. The Sub-Recipient must meet their cost share commitment over the life of the award. At least 50.00% non-federal cost-share is required for costs incurred under this Sub-award.

F. Reimbursement will be the default method of payment.

G. Any funds paid to the Sub-Recipient exceeding the amount that the Sub-Recipient is determined to be entitled to under the award constitutes a debt to the State of Texas and must be returned.

H. Payments made for costs determined to be unallowable by the Department must be refunded to the Department.

SECTION 8- PERFORMANCE REPORTING

The Sub-Recipient must submit quarterly performance reports through the Recreation Grants Online System within 30 calendar days after the reporting period. Sub-Recipient must submit the final performance report 90 calendar days after the conclusion of the period of performance. The Department may extend the due date for any performance report with justification from the Sub-Recipient.

When a significant development that could impact the Sub-award occurs between performance reporting due dates, the Sub-Recipient must notify the Department. When significant developments occur that negatively impact the Sub-award, the Sub-Recipient must include information on its plan for corrective action and any assistance needed to resolve the situation.

SECTION 9- DEVIATIONS AND MODIFICATIONS

The Sub-Recipient is required to report deviations from the approved budget, project or program scope, or objective, and request prior approval from the Department for budget and program plan revisions, in accordance with 2 CFR 200.308 Revision of Budget and Program Plans.

This Sub-award may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of the Sub-Recipient.

SECTION 10- REMEDIES FOR NON-COMPLIANCE

The Department may implement specific conditions if the Sub-Recipient fails to comply with the U.S. Constitution, Federal and State statutes, regulations or the terms and conditions of the award.

If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

(1) Temporarily withhold payments until the Sub-Recipient takes corrective action;
(2) Disallow costs for all or part of the activity associated with the noncompliance of the Sub-Recipient;
(3) Suspend or terminate the award in part or in its entirety;
(4) Recommend suspension or debarment proceedings be initiated by the Federal agency.
(4) Withhold further funds (new awards or continuation funding) for the project or program; and
(5) Pursue other legally available remedies.

SECTION 11 - TERMINATION

The award may be terminated in part or in its entirety as follows:

(1) By the Department if the Sub-Recipient fails to comply with the terms and conditions of the Sub-award.
(2) By the Department with the consent of the Sub-Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
(3) By the Sub-Recipient upon sending the Department a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.
(4) By the Department pursuant to the terms and conditions of the award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

When the award is terminated in part or its entirety, the Department and the Sub-Recipient remain responsible for compliance with the requirements in 2 CFR 200.344 and 200.345.

Notification of Termination Requirement

The Department must provide written notice of termination to the Sub-Recipient unless the award is being terminated by the Sub-Recipient. If the Sub-Recipient initiates the termination of the award, then the Sub-Recipient must provide written notice of the termination to the Department. The written notice of termination should include the reasons for termination, the effective date, and the portion of the award to be terminated, if applicable.

Opportunities to Object, Hearings, and Appeals

Upon initiating a remedy for noncompliance, the Department must provide the Sub-Recipient with an opportunity to object and provide information challenging the action. The Department will comply with any requirements for hearings, appeals, or other administrative proceedings to which the Sub-Recipient is entitled under any statute or rule applicable to the action.

Effects of Suspension and Termination

Costs to the Sub-Recipient resulting from obligations incurred by the Sub-Recipient during a suspension or after the termination of the award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

(1) the costs result from obligations that were properly incurred by the Sub-Recipient before the effective date of suspension or termination, and not in anticipation of it; and
(2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

SECTION 12 - CLOSEOUT

The Department will close out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Sub-Recipient. The Sub-Recipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The Sub-Recipient must promptly refund any balances of unobligated cash that Department paid in advance or paid and that is not authorized to be retained by the Sub-Recipient for use in other projects. Liquidation of all costs must occur within 90 days of performance period end date. When justified, the Department may approve extensions for the Sub-recipient.

SECTION 13 - RECORDS RETENTION AND ACCESS

The Sub-Recipient must maintain and retain records until the third anniversary of the later date of (1) the grant completion or expiration or (2) the resolution of all issues that arose from any litigation, claim, negotiation,

audit, open records request, administrative review, or other action involving the grant or documents. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records.

The Federal Agency, Department, the State Auditor's Office, or any of their authorized representatives, must have the right to access any documents, papers, financial statements, or other records of the Sub-Recipient pertinent to the Sub-award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interviewing and having a discussion related to such documents or the Sub-award in general. This right of access is not limited to the required retention period but lasts as long as the records are retained.

SECTION 14 -TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sub-Recipient agrees to comply with the terms and conditions of this Sub-award, the Program Guidance, and 2 CFR 200. Sub-Recipient also agrees to comply with assurances and certifications made in its approved grant application, and applicable federal statutes, regulations and guidelines. Sub-Recipient agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Any change in local, state, and federal rules, regulations, or laws applicable to the Program that occurs during the term of the Sub-award shall be automatically incorporated into the Sub-award without written amendment and shall become a part of the Agreement as of the effective date of the rule, regulation, or law.

Signature Authority
The person or persons signing this Sub-award on behalf of the Sub-Recipient hereby warrant and guarantee that they are duly authorized by the Sub-Recipient to execute this Sub-award on behalf of the Sub-Recipient and to validly and legally bind the Sub-Recipient to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing
This Sub-award and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law
This Sub-award shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 15 – ATTACHMENTS INCORPORATED BY REFERENCE

The following completed documents are attached to and made part of this Agreement:

TPWD Approved Budget Summary
TPWD Assurances for Federal Awards (Signature Required)
TPWD Recipient Monitoring Plan
Working Boundary Map
Land Dedication (Signature Required)
Federal Assurances (Signature Required)
Federal Award
THC Review
TPWD Environmental Review
Recreation Grants Manual

SECTION 16 – SIGNATURES

The signed Sub-award must be submitted to Recreation Grants Online within 15 days of the Sub-Recipient's date of signature. If not returned within 120 days of the Date of Issuance, this Sub-award is null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Sub-award on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature:

Name and Title:

Date of Issuance:

SAM Number, Date, Initials:

SUB_RECIPIENT NAME: _____

Signature of Authorized Representative:_____

Name and Title: _____

Email: _____

Phone: _____

Date: _____

Texas Parks and Wildlife Department

Recreation Grants

Uniform Assurances for Federal Subawards

UNIFORM ASSURANCES

Anti-Lobbying Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this grant. If non-federal funds are used by Recipient to conduct such lobbying activities, Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Recipient acknowledges and agrees that it is responsible for ensuring that each subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Rights of Assignment Recipient shall not assign its rights under the grant or delegate the performance of its duties under the grant without prior written approval from TPWD. Any attempted assignment in violation of this provision is void and without effect.

Child Support Obligation Recipient represents and warrants that it will include the following clause in the award documents for every subcontract and will require contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

Clean Air Act and Federal Water Pollution Control Act Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules, and Requirements Recipient represents and warrants that it will comply and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Recipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Recipient, the more restrictive requirement applies.

Conflicts of Interest Recipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. Recipient represents and warrants that performance under the Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Recipient represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the grant, Recipient shall promptly notify Department.

Cybersecurity Training Program Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Recipient has access to any state computer system or database, Recipient shall complete Cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the *State of Texas Debarred Vendor List* maintained by the Texas Comptroller of Public Accounts and the *System for Award Management (SAM)* maintained by the General Services Administration.

Disclosure of Violations of Federal Criminal Law Recipient represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Equal Employment Opportunity The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal

Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Recipient agrees as follows:

(1) The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

(7) In the event of the Recipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excluded Parties Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism",* published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation Under Section 669.003 of the Texas Government Code, Recipient certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency.

Funding Limitation Recipient agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the Department in excess of the funds delineated in this Grant Agreement. Recipient agrees that funding for this Grant Agreement is subject to the actual receipt by the Department of grant funds appropriated to the Department. Recipient agrees that the grant funds, if any, received from the Department may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Department for the purpose of this Grant Agreement. Recipient agrees that notwithstanding any other provision of this Grant Agreement, if the Department is not appropriated the funds or if the Department does not receive the appropriated funds for this grant program, or if the funds appropriated to the Department for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Department is not liable to pay the Recipient any remaining balance on this grant.

Indemnification To the extent permitted by laws and constitution of the State of Texas, Recipient SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND DEPARTMENT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF Recipient OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT and any Purchase orders issued under THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY Recipient WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Recipient MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Recipient AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Legal Authority Recipient represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Recipient to act in connection with the application and to provide such additional information as may be required.

Lobbying Expenditure Restriction Recipient represents and warrants that Department's payments to Recipient and Recipient's receipt of appropriated or other funds under the grant are

not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

No Waiver of Sovereign Immunity The Parties expressly agree that no provision of the Grant Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

Open Meetings If the Recipient is a governmental entity, Recipient represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

Reporting Compliance Recipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention Recipient represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Department reserves the right to direct a Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value. Recipient must include the substance of this clause in all subcontracts.

Reporting Suspected Fraud and Unlawful Conduct Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Texas Public Information Act Recipient understands that Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and

other material in connection with this Grant Agreement or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Recipient is required to make any information created or exchanged with the State pursuant to the contract and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

RECIPIENT NAME :

Signature:

Name and Title:

Date:

View Burden Statement

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 06/30/2028

Public reporting burden for this collection of information is estimated to average 15 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 (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L . 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

Project Budget Details

Sponsor: City of Breckenridge

Project Name: City Park

Project Number: 48-01326

	Approved Grant Elements
A. PROFESSIONAL SERVICES	
Grant Administration	$60,000.00
Engineering, Surveying, Testing, Construction	$31,319.00
RAS (Registered Accessibility Specialist)	$975.00
TOTAL PROFESSIONAL SERVICES COST	**$92,294.00**

	Approved Grant Elements
B. LAND ACQUISITION	
TOTAL LAND ACQUISITION COST	**$0.00**

	Approved Grant Elements
C. CONSTRUCTION	
Recirculating Splash Pad	$753,917.00
Solar Lighting	$8,374.00
Concrete Sidewalk	$3,232.00
Project Signage	$3,595.00
TOTAL CONSTRUCTION COST	**$769,118.00**

TOTAL PROJECT COST	**$861,412.00**
APPROVED GRANT FUNDS - 50%	**$430,706.00**

REQUIRED SPONSOR MATCH - 50%	**$430,706.00**



Public Management
Est. 1982

LWCF Boundary Map Working
City Park III
601 E Walker St, Breckenridge, TX 76424

Project Number: 48-01326
Acreage: 28 acres
Coordinates: 32.7552, -98.8962

NOTICE OF AWARD

1. DATE ISSUED *MM/DD/YYYY* 08/03/2026

1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. ASSISTANCE LISTING NUMBER
15.916 - Outdoor Recreation Acquisition, Development and Planning

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. P26AP01221-00
Originating MCA #

5. TYPE OF AWARD
Other

4a. FAIN P26AP01221

5a. ACTION TYPE New

6. PROJECT PERIOD *MM/DD/YYYY*
From 10/01/2026 **Through** *MM/DD/YYYY* 09/30/2029

7. BUDGET PERIOD *MM/DD/YYYY*
From 10/01/2026 **Through** *MM/DD/YYYY* 09/30/2029

AUTHORIZATION (Legislation/Regulations)

54 U.S.C. § 200305 Land and Water Conservation Fund, Assistance to States

8. TITLE OF PROJECT (OR PROGRAM)
48-01326 Breckenridge City Park III

9a. GRANTEE NAME AND ADDRESS
TEXAS PARKS AND WILDLIFE DEPARTMENT
4200 Smith School Rd
Austin, TX, 78744-3218

9b. GRANTEE PROJECT DIRECTOR
DAN REECE
4200 Smith School Rd.
Austin, TX, 78744-3218
Phone: 5123894656

10a. GRANTEE AUTHORIZING OFFICIAL
DAN REECE
4200 Smith School Rd
Austin, TX, 78744-3218
Phone: 5123894656

10b. FEDERAL PROJECT OFFICER
Ms. Sarah Stannard
601 Riverfront Drive
Interior Regions 3,4,5
Omaha, NE, 68106
Phone: 402-661-1934

ALL AMOUNTS ARE SHOWN IN USD

11. APPROVED BUDGET (Excludes Direct Assistance)

		I	II
I	Financial Assistance from the Federal Awarding Agency Only		
II	Total project costs including grant funds and all other financial participation		
a.	Salaries and Wages	$ 0.00	
b.	Fringe Benefits	$ 0.00	
c.	Total Personnel Costs	$ 0.00	
d.	Equipment	$ 0.00	
e.	Supplies	$ 0.00	
f.	Travel	$ 0.00	
g.	Construction	$ 769,118.00	
h.	Other	$ 92,294.00	
i.	Contractual	$ 0.00	
j.	TOTAL DIRECT COSTS	$ 861,412.00	
k.	INDIRECT COSTS	$ 0.00	
l.	**TOTAL APPROVED BUDGET**	$ 861,412.00	
m.	Federal Share	$ 430,706.00	
n.	Non-Federal Share	$ 430,706.00	

12. AWARD COMPUTATION

a. Amount of Federal Financial Assistance (from item 11m)	$ 430,706.00
b. Less Unobligated Balance From Prior Budget Periods	$ 0.00
c. Less Cumulative Prior Award(s) This Budget Period	$ 0.00
d. **AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION**	$ 430,706.00
13. Total Federal Funds Awarded to Date for Project Period	$ 430,706.00

14. RECOMMENDED FUTURE SUPPORT
(Subject to the availability of funds and satisfactory progress of the project):

YEAR	TOTAL DIRECT COSTS	YEAR	TOTAL DIRECT COSTS
a. 2	$	d. 5	$
b. 3	$	e. 6	$
c. 4	$	f. 7	$

15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:
a. DEDUCTION
b. ADDITIONAL COSTS
c. MATCHING
d. OTHER RESEARCH (Add / Deduct Option)
e. OTHER *(See REMARKS)*

e

16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:
a. The grant program legislation
b. The grant program regulations.
c. This award notice including terms and conditions, if any, noted below under REMARKS.
d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.

In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.

REMARKS (Other Terms and Conditions Attached - (●) Yes ( ) No)
No Program Income.

GRANTS MANAGEMENT OFFICIAL:
Joseph D Yonce, N/A
1849 C St NW
Main Interior Building National Park Service
Washington, DC, 20240-0001
Phone: 0000000000

17. VENDOR CODE 0070050488 **18a. UEI** EVA9NVGH2K85 **18b. DUNS** 806782256 **19. CONG. DIST.** 35

LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0054019417-00010	$430,706.00	10/01/2026	09/30/2029	5536	25GM CITY PARK III BRECKENRIDGE TEXAS

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 2	DATE ISSUED 08/03/2026
GRANT NO. P26AP01221-00	

Federal Financial Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2026	09/30/2029	Project Final	01/28/2030

Performance Progress Report Cycle			
Reporting Period Start Date	Reporting Period End Date	Reporting Type	Reporting Period Due Date
10/01/2026	09/30/2027	Annual	12/29/2027
10/01/2027	09/30/2028	Annual	12/29/2028
10/01/2026	09/30/2029	Project Final	01/28/2030

AWARD ATTACHMENTS

TEXAS PARKS AND WILDLIFE DEPARTMENT P26AP01221-00

1. Grant Agreement
2. Detailed Budget
3. NEPA Decision

Grant Agreement

Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
AND
TEXAS PARKS AND WILDLIFE DEPARTMENT

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VIII. AWARD AND PAYMENT 3
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I. LEGAL AUTHORITY

Agreement Number P26AP01221 was entered into by and between the Department of the Interior, National Park Service, (NPS), and Texas Parks and Wildlife Department (hereafter referred to as 'Recipient') pursuant to:

Land and Water Conservation Fund (LWCF) Act of 1965, as amended (Public Law (P.L.) 88-578; 54 U.S.C. § 2003 *et seq.*)

Expanding Public Lands Outdoor Recreation Experiences (EXPLORE) Act of 2025, as amended (P.L. 118234; 16 U.S.C. § 8401 *et seq.*)

II. PERFORMANCE GOALS AND PROJECT OBJECTIVES

A. Performance Goal – LWCF financial assistance is provided to ensure that a sufficient quality and/or quantity of outdoor recreation resources are available to serve the present and future outdoor recreation demands and needs of the general public.

B. Project Objectives – This outdoor recreation grant will improve community well-being by maximizing recreational investments, expanding opportunities, and provision of safe and accessible spaces.

III. PUBLIC PURPOSE

The purposes of the LWCF Act are to assist in preserving, developing, and assuring accessibility to all citizens of the United States of present and future generations, and visitors who are lawfully present within the boundaries of the United States, such quality and quantity of outdoor recreation resources as may be available and are necessary and desirable for individual active participation in such recreation; and to strengthen the health and vitality of U.S. citizens. These purposes are accomplished in part by providing funds for and authorizing Federal financial assistance to States (and through States to local units of government) to plan for, acquire, and develop needed land and water areas and facilities for outdoor recreation.

IV. STATEMENT OF WORK

The recipient, Texas Parks and Wildlife Department, will pass through a subaward/subgrant to the subrecipient, City of Breckenridge, to improve City Park. This project will: construct a splash pad, an accessible route to the restroom, new lighting and signage.

V. RESPONSIBILITIES OF THE PARTIES

A. The Recipient agrees to:

1. Carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.

2. Comply with the policies and procedures set forth in the Land and Water Conservation Fund (LWCF) State Assistance Program Manual (v. 2026, May 1, 2026).

3. Ensure subaward compliance with the requirements of 2 CFR Part 200, when issuing subawards. The Recipient must provide a list of selected subrecipients and associated budgets to the NPS for review prior to making subawards.

4. Select qualified subcontractors and submit documentation to the NPS showing competitive selection or justification for single source procurement in accordance with 2 CFR §§ 200.317 – 200.327 - Procurement Standards.

B. Substantial involvement is defined as significant NPS participation prior to and during the performance of a financial assistance agreement. For grants, substantial involvement is neither expected nor required. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance and technical assistance at the request of the recipient.

VI. COST SHARE REQUIREMENT

Non-Federal cost-share is required for costs incurred under this Agreement, as identified in the attached project budget. Cost sharing or matching contributions must meet the requirements of 2 CFR §200.306, including that contributions are verifiable, necessary, reasonable, and allowable. If pre-award costs are authorized, reimbursement of these costs is limited to Federal cost share percentage identified in this agreement.

VII. PRE-AWARD COSTS

The Recipient is authorized to incur pre-award costs up to $92,294.00 on or after 05/01/2025 in accordance with 2 CFR § 200.458 – Pre-award costs. Pre-award costs are incurred at the Recipient's own risk and must be allowable, allocable, and reasonable under the terms and conditions of this Agreement and in accordance with the approved project budget. These costs must be charged to the initial budget period of the award as either Federal reimbursement or Non-Federal cost-share (in accordance with the cost-share ratio).

VIII. AWARD AND PAYMENT

A. NPS will provide funding to the Recipient in an amount not to exceed $430,706.00 in accordance with the NPS approved budget. The approved budget detail is incorporated herein. Any award beyond the current fiscal year is subject to availability of funds. Acceptance of a Federal financial assistance award from the Department of the Interior carries with it the responsibility to be aware of, and comply with, the terms and conditions

within this award document. Acceptance is defined as the start of work, drawing down funds, or accepting the award via electronic means.

B. Recipient shall request payment as applicable in accordance with the following:

1. **Method of Payment**. Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system, and consistent with 2 CFR §200.305 (Payment).

2. **Requesting Advances**. Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same–day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.

3. **Requesting Reimbursement**. Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.

4. **Adjusting Payment Requests for Available Cash**. Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.

5. **Bank Accounts**. All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments**. Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk," has compliance and/or performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS Financial Assistance Awarding Officer that a payment request has been submitted. The Financial Assistance Awarding Officer (FAAO) may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

C. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory, and funding is available.

D. Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO in alignment with 2 CFR § 200.407 – Prior written approval (prior approval). The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

E. Any non–Federal share, whether cash or in–kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in–kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

IX. REPORTS AND/OR OUTPUTS/OUTCOMES

A. Refer to the second page of the Notice of Award document for SF-425 Federal Financial Report (FFR) frequency and due dates. Performance reports are also required at the same reporting frequency and due dates as the FFR. Reports must be submitted through the GrantSolutions “Reports” functionality.

B. A final Performance Report and a final FFR will be due 120 days after the end date of the Term of Agreement. If the Recipient does not submit the final report before the required due date, NPS is required to submit a finding of non-compliance to SAM.gov. Each report shall be submitted as described above.

C. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR § 200.334 - Record retention requirements.

X. DETERMINATION OF RISK

In accordance with 2 CFR §§ 200.205– Federal agency review of merit proposals, and 200.206 – Federal agency review of risk posed by applicants, the application for this award was subjected to a pre-award risk assessment which included a review of information contained within the application, past audits, responsibility and qualification data from SAM.gov, and/or past performance on previous Federal financial assistance awards and other factors. For Master Cooperative Agreements, determination of risk will be defined at the task agreement as applicable.

This award has been determined to be a Low risk with the following requirements:

Requests for payment may be made directly from the ASAP grant account without prior NPS approval after expenses have been incurred, invoiced, and paid. All documentation of expenses must be kept on file for audit purposes and may be requested by the NPS at any time. If

payments are drawn down prior to invoice and payment or in amounts larger than costs incurred, the Recipient may be determined “medium or high risk” and be subject to additional grant terms and conditions.

XI. AWARD SPECIFIC TERMS AND CONDITIONS

Part I – Definitions

A. The term "NPS" as used herein means the National Park Service, United States Department of the Interior (DOI).

B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.

C. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

D. The term "State" as used herein means the State, Territory, or District of Columbia that is a party to the grant agreement to which these general provisions are attached, and, when applicable, the political subdivision or other public agency to which funds are to be subawarded pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it applies solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.

E. The term “Land and Water Conservation Fund” or “LWCF” as used herein means the Financial Assistance to States section of the LWCF Act (Public Law 88-578, 78 Stat 897, codified at 54 U.S.C. § 2003), which is administered by the NPS.

F. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, v. 2026 (May 1, 2026).

G. The term "project" as used herein refers to an LWCF grant, which is subject to the grant agreement and/or its subsequent amendments.

Part II - Continuing Assurances

The parties to the grant agreement specifically recognize that accepting LWCF assistance for the project creates an obligation to maintain the property described in the agreement and supporting application documentation consistent with the LWCF Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of LWCF assistance will use the monies granted hereunder for the purposes of this program, and that assistance

granted from the LWCF will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that the LWCF assistance will be added to, rather than replace or be substituted for, the State and/or local outdoor recreation funds.

A. The State agrees, as the recipient of the LWCF assistance, that it will meet these LWCF General Provisions, and the terms and provisions as contained or referenced in, or attached to, the NPS grant agreement and that it will further impose these terms and provisions upon any political subdivision or public agency to which funds are subawarded pursuant to the grant agreement. The State also agrees that it shall be responsible for compliance with the terms and provisions of the agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply.

B. The State agrees that the property described in the grant agreement and depicted on the signed and dated approved LWCF Boundary Map is being acquired or developed with LWCF assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of property leased from a federal agency. The Secretary shall approve such a conversion only if it is found to be in accord with the then existing statewide comprehensive outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location (54 U.S.C. 200305(f)(3)). The LWCF post-completion compliance regulations at 36 C.F.R. Part 59 provide further requirements. The replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or her/his designee.

   Prior to the completion of this project, the State and the Director may mutually agree to alter the area described in the grant agreement and depicted in the signed and dated LWCF Boundary Map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as soon as reimbursement is provided.

   In the event the NPS provides LWCF assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation use as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the NPS of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and the program regulations. The provisions of this paragraph are also applicable to: leased properties developed with LWCF assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the NPS; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the NPS.

C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality and quantity of public outdoor recreation facilities and resources that are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

   The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion request as described in Part II.B above.

D. The State agrees that the property and facilities described in the grant agreement shall be operated and maintained as prescribed by regulations found in 36 C.F.R Part 59.

E. Real property, equipment, and intangible property acquired or improved with the Federal award must be held in trust by the recipient or subrecipient as trustee for the beneficiaries of the program under which the property was acquired or improved. As a result, the State agrees that the area depicted or otherwise described on the 200305.(f)(3) LWCF Boundary Map must be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located (2 CFR 200.316), to the effect that the property described and shown in the scope of the grant agreement and the signed and dated LWCF Boundary Map has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary as described in Part II.B above.

F. The Recipient must maintain documentation of the recordation specified in Part II. E. above and report regularly to NPS on the status of the Federal interest in the Property.

G. Nondiscrimination

   1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in Section V of the Department of the Interior Standard Award Terms and Conditions.

   2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence, as set forth in 54 U.S.C. § 200305(i) and the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.

2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.

3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.

2. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.

3. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications; and that it will furnish progress reports and such other information as the NPS may require.

4. In the event the project cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or her/his designee in accord with Section III.C below.

5. As referenced in the DOI Standard Terms and Conditions, the State will ensure the project's compliance with applicable federal laws and their implementing regulations, including: the Architectural Barriers Act of 1968 (P.L. 90-480) and DOI's Section 504 Regulations (43 CFR Part 17); the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and applicable regulations; and the Flood Disaster Protection Act of 1973 (P.L. 93-234).

6. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement or water pollution, and EO 11990 relating to the protection of wetlands.

7. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108) and the Advisory Council on Historic Preservation regulations (36 C.F.R. Part 800) by adhering to procedural requirements while considering the effect of this grant award on historic properties. The Act requires federal agencies to take into account the effects of their undertaking (grant award) on historic properties by following the process outlined in regulations. That process includes (1) initiating the process through consultation with the State Historic Preservation Officer, federally recognized Indian tribes, and others on the undertaking, as necessary under 36 C.F.R. Part 800.4, by (2) identifying historic properties listed on or eligible for inclusion on the National Register of Historic Places that are subject to effects by the undertaking, and notifying the NPS of the existence of any such properties, by (3) assessing the effects of the undertaking upon such properties, if present, and by (4) resolving adverse effects through consultation and documentation according to 36 C.F.R. §800.11. If an unanticipated discovery is made during implementation of the undertaking, the State in coordination with NPS shall consult per provisions of 36 C.F.R. §800.13.

8. The State will assist the National Park Service (NPS) in meeting the requirements of the National Environmental Policy Act of 1969 as amended (42 U.S.C. 4321 et seq.), the Department of the Interior's NEPA regulations (43 C.F.R. part 46), and the Department of the Interior's NEPA procedures in 516 Departmental Manual 1. The State will also follow any NPS Land and Water Conservation Fund (LWCF) program policies that apply to NEPA compliance.

   This assistance includes providing information needed for NPS to consider reasonably foreseeable environmental effects of grant-supported activities. The applicant must provide NPS with either a description of potential environmental impacts or documentation demonstrating that no such impacts are expected.

   When a project includes grant-assisted development or other ground-disturbing activities, the applicant must submit an application with information sufficient for NPS to determine the appropriate NEPA pathway.

   If a categorical exclusion applies, NPS will identify the appropriate categorical exclusion under 43 C.F.R. part 46 and Part 516 of the Departmental Manual. Executive Order 14154, "Unleashing American Energy" (Jan. 20, 2025), and the Presidential Memorandum "Ending Illegal Discrimination and Restoring Merit-Based Opportunity" (Jan. 21, 2025), will be applied consistent with NEPA requirements.

9. For any insurable improvement located within a Federal Emergency Management Agency designated Special Flood Hazard Area, the Recipient is required to obtain and maintain flood insurance consistent with the Flood Disaster Protection Act of 1973 and applicable federal requirements. The Recipient is responsible for ensuring continuous insurance coverage for the useful life of any such improvement supported by LWCF assistance. By accepting this award, the Recipient affirms compliance with all applicable flood insurance requirements and acknowledges that failure to maintain required coverage may result in enforcement actions consistent with federal law and

this agreement. No documentation is required to be submitted to the NPS unless specifically requested for audit or compliance purposes.

Part IV – Award Specific Conditions

A. National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA), Executive Order 14154 Unleashing American Energy (Jan. 20, 2025), Presidential Memorandum Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), the DOI's NEPA-implementing regulations (43 CFR Part 46), DOI policy and procedures for implementing NEPA (Part 516 of the Departmental Manual), and NPS LWCF Program-specific policies and procedures as guidance to the extent appropriate and consistent with the requirements of NEPA and Executive Order 14154.

B. National Historic Preservation Act

Recipients must comply with the requirements of the National Historic Preservation Act of 1966, Pub. L. No. 89-665 (codified as amended at 54 U.S.C. § 300101 et seq.) (NHPA), including Section 106 (54 U.S.C. § 306108) and Section 110 (54 U.S.C. § 306101), as applicable. Compliance must be carried out in accordance with the regulations of the Advisory Council on Historic Preservation (36 CFR Part 800), the Department of the Interior’s implementing policies and procedures (including 519 DM 1), and any applicable programmatic agreements or alternative procedures approved under emergency or expedited review authorities.

Recipients must also adhere to the Department of the Interior’s Secretary’s Order 3389, which directs the integration of NHPA Section 106 reviews with National Environmental Policy Act (NEPA) processes to the maximum extent practicable.

C. NEPA/NHPA Determination Complete

The National Park Service (NPS) has completed its review under NEPA (42 U.S.C. 4321 et seq.), the Department of the Interior regulations at 43 C.F.R. Part 46, and NHPA (54 U.S.C. 300101 et seq.) with implementing regulations at 36 C.F.R. Part 800, and has issued a final NEPA/NHPA determination for this project. The Recipient must carry out all approved project activities in accordance with the mitigation, restrictions, conditions, protections, and monitoring measures required by that determination, including those listed below. If the project work, design, sequence, location, timing, or site conditions change in a way that differs from what NPS evaluated, the Recipient must notify its assigned LWCF Program Officer before continuing so NPS can determine whether supplemental review is required. To meet this condition, the Recipient must provide documentation of the change to its assigned LWCF Program Officer for NPS review and

acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met.

D. Other Award Specific Terms and Conditions

1. The Recipient must report on the status, progress, and performance of all Award Specific Terms and Conditions included in Article XI, Part IV, Section D or otherwise incorporated by amendment. Each required performance report must identify the actions taken to address each condition, the documentation submitted or pending submission, whether the condition has been met in full, and any outstanding issues or delays affecting compliance. The Recipient must submit this information through GrantSolutions as part of each required performance report, and when applicable, any Subrecipient must provide the Recipient with the information needed to meet these reporting requirements. NPS will review condition performance during each reporting cycle, including final closeout.
2. Prior to final reimbursement under this agreement, the Recipient must submit a signed and dated LWCF Boundary Map that meets all requirements of the LWCF Manual including identification of the LWCF-encumbered area and all easements, rights of way, reversionary interests, and less-than-fee property rights. To meet this condition, the Recipient must submit the LWCF Boundary Map to its assigned LWCF Program Officer for NPS review and acceptance. Written agency approval will be issued to confirm NPS acceptance once the condition has been met. Until written approval is issued, NPS will retain final reimbursement.

XII. STANDARD TERMS AND CONDITIONS

A. DEPARTMENT OF INTERIOR STANDARD TERMS AND CONDITIONS, 2 CFR 200, 2 CFR 1402

Recipients must comply with all applicable federal statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars. Any inconsistency or conflict in Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions of this Award will be resolved according to the following order of precedence: federal laws, Executive Orders, federal regulations, applicable notices published in the Federal Register, OMB circulars, NPS Standard Terms and Conditions, Program-Specific Terms and Conditions, and any Special Award Conditions.

DOI terms and regulatory requirements located at:

- https://www.doi.gov/grants/doi-standard-terms-and-conditions
- eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- eCFR :: 2 CFR Part 1402 -- Financial Assistance Interior Regulation, Supplementing the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

B. APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget, which is incorporated into this award as an attachment. In the case of a Master Cooperative agreement, indirect costs will be incorporated at the Task Agreement level. If the Recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate. If the Recipient has never had a Federally approved negotiated indirect rate, they may utilize a 15% de minimis rate per 2 CFR 200.414. If the Federally negotiated rate changes during the period of performance, the newly approved rate must be implemented.

C. RESERVED

D. KEY OFFICIALS

A. Communications - The Recipient shall address any communication regarding this Agreement to the ATR/Program Officer with a copy to Financial Assistance Awarding Officer. Communications that relate solely to technical matters may be sent only to the ATR/Program Officer.

B. Changes in Key Officials - Recipient may not make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by Agency Approval.

E. PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

F. PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment, and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 apply to this Agreement. All provided items must be consistently tracked and accounted for by the Recipient and NPS both when provided to the Recipient and upon return.

G. MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

A. This Agreement may be modified at any time, prior to the expiration date, only by agreement executed by both parties. Modifications will be in writing and approved by the Financial Assistance Awarding Officer and the authorized representative of Recipient.

B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non–compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.339.

C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.340 through 200.343.

H. REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

(a) ***General Reporting Requirement.***

(1) If the total value of your active grants, cooperative agreements, and procurement contracts from all Federal agencies exceeds $10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient must ensure the information available in the responsibility/qualification records through the System for Award Management (*SAM.gov*), about civil, criminal, or administrative proceedings described in paragraph (b) of this award term is current and complete. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in responsibility/qualification records in *SAM.gov* on or after April 15, 2011 (except past performance reviews required for Federal procurement contracts) will be publicly available.

(b) ***Proceedings About Which You Must Report.***

(1) You must submit the required information about each proceeding that—

(i) Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

(ii) Reached its final disposition during the most recent five-year period; and

(iii) Is one of the following—

(A) A criminal proceeding that resulted in a conviction;

(B) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more;

(C) An administrative proceeding that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of $5,000 or more or reimbursement, restitution, or damages in excess of $100,000; or

(D) Any other criminal, civil, or administrative proceeding if—

(*1*) It could have led to an outcome described in paragraph (b)(1)(iii)(A) through (C);

(*2*) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(*3*) The requirement in this award term to disclose information about the proceeding does not conflict with applicable laws and regulations.

(c) ***Reporting Procedures.*** Enter the required information in *SAM.gov* for each proceeding described in paragraph (b) of this award term. You do not need to submit the information a second time under grants and cooperative agreements that you received if you already provided the information in *SAM.gov* because you were required to do so under Federal procurement contracts that you were awarded.

(d) ***Reporting Frequency.*** During any period of time when you are subject to the requirement in paragraph (a) of this award term, you must report proceedings information in *SAM.gov* for the most recent five-year period, either to report new information about a proceeding that you have not reported previously or affirm that there is no new information to report. If you have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than $10,000,000, you must disclose semiannually any information about the criminal, civil, and administrative proceedings.

(e) ***Definitions.*** For purposes of this award term—
Administrative proceeding means a non-judicial process that is adjudicatory in nature to make a determination of fault or liability (for example, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with the performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
Total value of currently active grants, cooperative agreements, and procurement contracts includes the value of the Federal share already received plus any anticipated Federal share under those awards (such as continuation funding).

I. FUNDING USED FOR THE PURCHASE AND OPERATION OF UNMANNED AIRCRAFT SYSTEMS (UAS)

1. If the Recipient uses Federal funds under this Agreement to purchase or operate an Unmanned Aircraft System (UAS), or operates a UAS in connection with this Agreement on lands managed by the Department of the Interior (DOI) or the National Park Service (NPS), the Recipient must comply with:
   a. All applicable Federal laws, regulations, and Government-wide policies governing UAS operations, including, but not limited to, Federal Aviation Administration (FAA) requirements and Office of Management and Budget (OMB) requirements; and
   b. DOI and NPS policies on UAS use, as published or amended during the term of this Agreement.

2. The Recipient is prohibited from using Federal funding awarded under this Agreement to procure a covered UAS that is manufactured or assembled by a covered foreign entity, or

in connection with the operation of such a drone or UAS pursuant to Sec. 1825 of the American Security Drone Act of 2023 (P.L. 118-31).

J. PATENTS AND INVENTIONS (37 CFR 401)

Recipients of agreements which support experimental, developmental, or research work shall be subject to applicable regulations governing patents and inventions, including the government-wide regulations issued by the Department of Commerce at 37 CFR 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements. These regulations do not apply to any agreement made primarily for educational purposes.

In accordance with 37 CFR 401.3(a), the provision at 37 CFR 401.14(a), with authorized modifications for the National Park Service, is hereby included in this agreement:

(a) Definitions

(1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).

(2) *Subject invention* means any invention of the recipient conceived or first actually reduced to practice in the performance of work under this agreement, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of agreement performance.

(3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) *Small Business Firm* means a small business concern as defined at section 2 of Public Law. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this provision, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) *Nonprofit Organization* means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal

Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights.

The Recipient may retain the entire right, title, and interest throughout the world to each subject invention subject to this provision and 35 U.S.C. 203. With respect to any subject invention in which the Recipient retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Recipient

(1) The Recipient will disclose each subject invention to the National Park Service within two months after the inventor discloses it in writing to Recipient personnel responsible for patent matters. The disclosure to the National Park Service shall be in the form of a written report and shall identify the agreement under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the National Park Service, the Recipient will promptly notify the National Park Service of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the Recipient.

(2) The Recipient will elect in writing whether or not to retain title to any such invention by notifying the National Park Service within two years of disclosure to the National Park Service. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the National Park Service to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Recipient will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Recipient will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the National Park Service, be granted.

(d) Conditions When the Government May Obtain Title.

The Recipient will convey to the National Park Service, upon written request, title to any subject inventions

(1) If the Recipient fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the National Park Service may only request title within 60 days after learning of the failure of the Recipient to disclose or elect within the specified times.

(2) In those countries in which the Recipient fails to file patent applications within the times specified in (c) above; provided, however, that if the Recipient has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the National Park Service, the Recipient shall continue to retain title in that country.

(3) In any country in which the Recipient decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Recipient and Protection of the Recipient Right to File

(1) The Recipient will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Recipient fails to disclose the invention within the times specified in (c), above. The Recipient's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Recipient is a party and includes the right to grant sublicenses of the same scope to the extent the Recipient was legally obligated to do so at the time the agreement was awarded. The license is transferable only with the approval of the National Park Service except when transferred to the successor of that party of the Recipient's business to which the invention pertains.

(2) The Recipient's domestic license may be revoked or modified by the National Park Service to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and the National Park Service licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Recipient has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the National Park Service to the extent the Recipient, its licensees, or the

domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the National Park Service will furnish the Recipient a written notice of its intention to revoke or modify the license, and the Recipient will be allowed thirty days (or such other time as may be authorized by the National Park Service for good cause shown by the Recipient) after the notice to show cause why the license should not be revoked or modified. The Recipient has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and National Park Service regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Recipient Action to Protect the Government's Interest

(1) The Recipient agrees to execute or to have executed and promptly deliver to the National Park Service all instruments necessary to

(i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Recipient elects to retain title, and
(ii) convey title to the National Park Service when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The Recipient agrees to require, by written agreement, its employees, other than clerical and non-technical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Recipient each subject invention made under agreement in order that the Recipient can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c)(1), above. The Recipient shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Recipient will notify the National Park Service of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.

(4) The Recipient agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, “This invention was made with government support under

(identify the agreement) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts. The Recipient will include this provision, suitably modified to identify the parties, in all sub-agreements or subcontracts, regardless of tier, for experimental, developmental or research work. The sub-recipient or subcontractor will retain all rights provided for the Recipient in this provision, and the Recipient will not, as part of the consideration for awarding the sub-agreement or subcontract, obtain rights in the sub-recipient's or subcontractor's subject inventions.

(h) Reporting on Utilization of Subject Inventions. The Recipient agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Recipient or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Recipient, and such other data and information as the National Park Service may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by the National Park Service in connection with any march-in proceeding undertaken by the National Park Service in accordance with paragraph (j) of this provision. As required by 35 U.S.C. 202(c)(5), the National Park Service agrees it will not disclose such information to persons outside the government without permission of the Recipient.

(i) Preference for United States Industry. Notwithstanding any other part of this provision, the Recipient agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the National Park Service upon a showing by the Recipient or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights. The Recipient agrees that with respect to any subject invention in which it has acquired title, the National Park Service has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the National Park Service to require the Recipient, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the Recipient, assignee, or exclusive licensee refuses such a request the National Park Service has the right to grant such a license itself if the National Park Service determines that:

(1) Such action is necessary because the Recipient or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs, which are not reasonably satisfied by the Recipient, assignee, or their licensees.

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient, assignee, or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this provision has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Agreements with Nonprofit Organizations.

If the Recipient is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the National Park Service, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Recipient;

(2) The Recipient will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the National Park Service deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the Recipient with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the Recipient determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Recipient is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Recipient. However, the Recipient agrees that the National Park Service may review the Recipient's licensing program and decisions regarding small business applicants, and the Recipient will negotiate changes to its licensing policies, procedures, or practices with the National Park Service when this review discloses that the Recipient could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication. Communications regarding matters relating to this provision shall be directed to the Deputy Associate Solicitor, Branch of Procurements and Patents, Office of the Solicitor, U.S. Department of the Interior, 1849 C Street NW, Washington, D.C. 20240.

K. ENSURING THE FUTURE IS MADE IN ALL OF AMERICA BY ALL OF AMERICA'S WORKERS PER E.O. 14005 (dated January 25, 2021)

Per Executive Order 14005, entitled "Ensuring the Future Is Made in All of America by All of America's Workers" the Recipient shall maximize the use of goods, products, and materials produced in, and services offered in, the United States, and whenever possible, procure goods, products, materials, and services from sources that will help American businesses compete in strategic industries and help America's workers thrive.

L. THE REHABILITATION ACT OF 1973

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794)
The Recipient agrees to comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), which prohibits discrimination on the basis of disability in programs and activities receiving Federal financial assistance. The Recipient must ensure that no qualified individual with a disability is excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity conducted under this agreement. The Recipient shall provide reasonable accommodation and access to individuals with disabilities as required by applicable law.

Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794d)
While the requirements of Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794d), do not apply to financial assistance agreements, the NPS is subject to the Act's requirements that all documents posted on an NPS, or NPS-hosted website comply with the accessibility standards of the Act. Accordingly, final deliverable reports prepared under this agreement and submitted in electronic format must be submitted in a format whereby NPS can easily meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. *NOTE: Progress Reports and financial reports are not considered final deliverables and therefore the following requirements do not apply.*

All electronic documents prepared under this Agreement must meet the requirements of Section 508 of the Rehabilitation Act of 1973, as amended. The Act requires that all electronic products prepared for the Federal Government be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. View Section 508 of the Rehabilitation Act, Standards and Guidelines for detailed information.

The following summarizes some of the requirements for preparing NPS reports in conformance with Section 508 for eventual posting by NPS to an NPS-sponsored website. For specific detailed guidance and checklists for creating accessible digital content, please go to Section 508.gov, Create Accessible Digital Products. All accessible digital content must

conform to the requirements and techniques of the Web Content Accessibility Guidelines (WCAG) 2.0 or later, Level AA Success Criteria.

a. Electronic documents with images
Provide a text equivalent for every non-text element (including photographs, charts, and equations) in all publications prepared in electronic format. Use descriptions such as "alt" and "longdesc" for all non-text images or place them in element content. For all documents prepared, vendors must prepare one standard HTML format as described in this statement of work AND one text format that includes descriptions for all non-text images. "Text equivalent" means text sufficient to reasonably describe the image. Images that are merely decorative require only a very brief "text equivalent" description. However, images that convey information that is important to the content of the report require text sufficient to reasonably describe that image and its purpose within the context of the report.

b. Electronic documents with complex charts or data tables
When preparing tables that are heavily designed, prepare adequate alternate information so that assistive technologies can read them out. Identify row and column headers for data tables. Provide the information in a non-linear form. Markups will be used to associate data cells and header cells for data tables that have two or more logical levels of row and column headers.

c. Electronic documents with forms
When electronic forms are designed to be completed on-line, the form will allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

M. ANTI–DEFICIENCY ACT

Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

N. ASSIGNMENT

No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.

O. MEMBER OF CONGRESS

Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.

P. AGENCY

The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

Q. NON-EXCLUSIVE AGREEMENT

This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.

R. PARTIAL INVALIDITY

If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

S. NO EMPLOYMENT RELATIONSHIP

This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.

T. NO THIRD-PARTY RIGHTS

This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended, nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.

U. PROGRAM INCOME

If the Recipient earns program income, as defined in 2 CFR § 200.1, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR § 200.305 (5)). As allowed under 2 CFR § 200.307, program income may be added to the Federal award by the Federal agency and Recipient. The program income must be used for costs incurred during the period of performance or allowable closeout costs. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

V. RIGHTS IN DATA

The Recipient must grant the United States of America a royalty–free, non–exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

W. CONFLICT OF INTEREST

(a) Applicability.

1. This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.

2. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict-of-interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

1. Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
2. In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.

3. No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

1. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

(d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 U.S.C. 1352.

(e) Review Procedures. The Financial Assistance Officer will examine each conflict-of-interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.

(f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

X. BUILD AMERICA, BUY AMERICA

Pursuant to 2 CFR Part 184 – Buy America Preferences for Infrastructure Projects. None of the funds under an award may be obligated for an infrastructure project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the U.S., unless subject to an approved waiver. This part applies to an entire infrastructure project even if funded by Federal and non-Federal funds under one or more awards. Recipients must include this preference in all subawards, contracts, and purchase orders related to infrastructure projects under Federal awards.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior. Additional information can also be found at the White House Made in America Office website: Made In America | OMB | The White House.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: Approved DOI General Applicability Waivers | U.S. Department of the Interior.

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. If a general applicability waiver does not already apply, a request to waive the application of the domestic content procurement preference may be submitted to the Financial Assistance Awarding Officer in writing. Waiver request submission requirements are described at: "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior.

Questions pertaining to waivers should be directed to the *Financial Assistance Awarding Officer*.

Definitions

The definitions applicable to this term are set forth at 2 CFR §184.3, the full text of which is incorporated by reference. For additional legal definitions and sourcing requirements, the recipient must consult the "Buy America" Domestic Sourcing Guidance and Waiver Process for DOI Financial Assistance Agreements | U.S. Department of the Interior, 2 CFR Part 184, and the OMB Memorandum M-24-02, Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

Y. SIGNATURES

Recipients are NOT required to sign the Notice of Financial Assistance Award letter or any other award document. As per DOI standard award terms and conditions, the recipient's acceptance of a financial assistance award is defined as the start of work, drawing down funds, or accepting the award via electronic means.

Z. EXECUTIVE ORDERS AND DEPARTMENT OF THE INTERIOR SECRETARY ORDERS

Recipients must comply with all applicable Presidential Executive Orders (EO) found at: https://www.whitehouse.gov/presidential-actions/ and all applicable DOI Secretary's Orders (SO) found at: https://www.doi.gov/document-library/secretary-order that are in effect at the time of award, or that may take effect during the period of performance of the award. By accepting this award, the recipient certifies awareness and compliance with all current and applicable executive and secretary orders, including the President's EO on *Ending Radical and Wasteful Government DEI Programs and Preferencing* as well as the EO and SO on *Restoring Truth and Sanity to American History*.

Recipients are responsible for ensuring their activities are consistent with the intent and requirements of these directives.

Detailed Budget for LWCF Grants

Note to Recipients: This is a sample budget template - it is not a required form. You may use this format, modify it, or use a different format. However, the same level of detail and justification is required regardless of format.

Getting Started

How to complete this detailed budget

1. Select the appropriate worksheet for your project. For projects that acquire land and/or develop park facilities, complete the "Park Development & Acquisition" worksheet. For planning or administrative grants, use the "Planning or Admin" worksheet.
2. Complete the worksheet by filling in the cells shaded in light blue. Don't edit cells with a white background - these contain instructions, examples, and automatic calculations. Insert additional shaded rows in any section as needed.
3. Add your costs to the appropriate section of the budget. For further guidance, see the instructions below and on the budget worksheet.
4. The SF-424C and SF-424A sheets will automatically populate based on your entries. You can print or export these forms for your reference.
5. This budget should reflect your best estimate of project costs. Ifthe project's actual costs will exceed or differ significantly from your estimate, please contact your Program Officer. Budget changes may require LWCF Program approval.

How your budget will be evaluated

The LWCF Program will evaluate your budget to ensure the proposed scope of work elements conform to federal requirements, as defined in 2 CFR 200 and the LWCF Manual. In particular, NPS staff will ensure that costs are:

- **Allowable** - necessary and reasonable for the performance of the federal award, and consistent with regulation/policy.
- **Allocable** - incurred specifically for the federal award and not for items that do not directly support the approved scope of work.
- **Reasonable** - meets the "prudent person" standard for estimated costs at a market rate.
- **Eligible** for funding per the LWCF Manual.
- **Correctly Calculated** - the numbers add up.

Your budget must provide enough detail to show that the proposed elements meet these requirements. In some cases, the LWCF Program may require additional information and justification for proposed costs.

Column Definitions

- Scope of Work Elements: Include the work items, deliverables, and actions to be performed in this grant project.
- Number of Units: Include the quantity for each scope of work element. For elements that have no quantity, enter "1."
- Unit type: Specify the type of unit. For example, "square feet" or "hours."
- Cost Per Unit: Indicate the cost of each individual unit.
- Total Line Cost: this column calculates automatically (it equals the number of units multiplied by cost per unit).
- Federal Share: amount of federal funding requested for this line.
- Non-Federal Share: amount of non-federal funding to be spent on this line. Note: the sum of the Federal Share and Non-Federal Share must equal the total line cost.
- Pre-Award Cost: enter the portion of costs for this line that will be incurred prior to the grant start date, if any. See information on pre-award costs below.
- Item will be performed by: Indicate if the Recipient, Subrecipient, or a contractor/vendor will be responsible for carrying out the scope of work element.
- Basis of cost: briefly explain how each cost was estimated.
- Purpose: explain how this element will advance the objectives of the grant.
- As needed, provide additional details and justification: briefly explain how the scope of work element supports the goals and objectives of the grant project, if necessary.

Frequently Asked Questions

How much detail do I need to include on my budget?

Include enough detail to show that your proposed scope of work elements meet federal requirements (see "How your budget will be evaluated" above). List specific work items and deliverables. It isn't necessary to include details on construction supplies or raw materials, like lumber, fasteners, or concrete.

What are pre-award costs?

Pre-award costs are incurred before the start date of the Federal Award. To be allowable, pre-award costs must be made in anticipation of the federal award, be necessary for efficient and timely performance of the grant project, and meet all other federal requirements. For the LWCF Program, pre-award costs are often related to engineering and design, environmental compliance, and planning. Construction and other ground-disturbing activities cannot occur until the NPS has completed environmental reviews.

On this budget, please indicate what amount of each line item is requested as a pre-award cost.

What is the Non-Federal Share?

The Non-Federal Share is the portion of project costs not funded by the NPS. It encompasses all contributions to the project incurred and paid for during the project. This includes **Cost Share** payments for personnel, supplies, equipment, activities and items necessary for the project. **In-kind Cost Share** is donated items or services that are necessary to the performance of the project and do not involve a payment/reimbursement. This includes volunteer personnel hours, donated existing equipment, donated existing supplies, etc. The market value and calculations for all in-kind cost share items must be justified and explained.

Generally, other federal funds cannot be used for the non-federal share. There are some exceptions - you must provide documentation.

What are contingency costs?

Contingency costs are an estimate included in a budget to cover unexpected costs that may arise during large projects. These costs are based on events or conditions that can't be predicted exactly when the budget is made, but are likely to happen and increase the project cost.

Contingency costs may be included in the detailed budget. The contingency amounts must be estimated using broadly-accepted cost estimating methodologies. Estimates cannot be based on unforeseen risks, extraordinary events, or major project scope changes that may occur in the future. For more information on contingency costs, please refer to 2 CFR 200.433.

What are the definitions of recipient, subrecipient, and contractor/vendor?

- A **Recipient** receives a Federal award directly from a Federal agency to carry out an activity under a Federal program.
- A **Subrecipient** receives a subaward from a Recipient to carry out part of a Federal award.
- A **Contractor (or Vendor)** has a contract to provide goods and/or services to a Recipient or Subrecipient.

See 2 CFR 200.331 for regulations regarding subrecipient and contractor determinations.

ed Budget for Park Development and/or Acquisition Project

Project Details

Project Title	City Park III
LWCF Legacy Number	48-01326
Recipient Name	Texas Parks and Wildlife Department
Subrecipient Name *(Enter N/A if no subrecipient)*	City of Breckendridge
Start Date of Pre-Award Costs If this project includes pre-award costs, enter the first date that these costs were incurred.	5/1/2025
Source(s) of Non-Federal Share Please describe the source of match contributions. *Example: City general fund, state bond, private donation*	Applicant funds
Cost Methodology To show that this budget is reasonable, please explain who estimated the costs in this budget and what methods they used. *Example: The cost estimates were made by the subrecipient's city engineer. The engineer used detailed project quantities, historical cost data, and market research to create the estimates.*	The cost estimates were made based on quotes provided to the city by various companies for services and equipment.

Administrative and Legal Expenses

Administrative expenses, court costs, and/or other related expenses directly associated with the project.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Item will be performed by	As needed: provide additional details and justification
Example: Legal Counsel	*10*	*hours*	*$100.00*	*$1,000.00*	*$500.00*	*$500.00*	*$1,000.00*	*Subrecipient*	*Finalize lease agreement with Sanitation District*
Grant Administration	1	lump sum	$60,000.00	$60,000.00	$30,000.00	$30,000.00	$60,000.00	Contractor/Vendor	Public Management Inc. grant administration fees
				$0.00	$0.00	$0.00	$0.00		
				$0.00	$0.00	$0.00	$0.00		
				$0.00	$0.00	$0.00	$0.00		

Acquisition: Land, structures, rights-of-way, etc.

Includes land, structures, rights- of-way, etc. acquired as part of this project. Include the parcel identifier and acres.

Parcel Identifier	Number of Acres	Unit Type	Parcel Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Land acquired by	As needed: provide additional details and justification	
Example: Parcel 971-2-8723	*21*	*Acres*	*$86,000.00*	*$43,000.00*	*$43,000.00*	*$0.00*	*Subrecipient*	*Land to be acquired for outdoor recreation*	
		Acres							
		Acres							
		Acres							
		Acres							

Acquistion: Relocation Payments

Very uncommon for LWCF Program. Cost of relocation expenses and payments for persons displaced by land acquisition.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Payments made by	As needed: provide additional details and justification
				$0.00					

Architectural & Engineering Fees

Professional services of an architectural or engineering nature. Includes studies, investigations, surveying and mapping, tests, evaluations, consultations, comprehensive planning, program management, conceptual designs, plans and specifications,etc.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Item will be performed by	As needed: provide additional details and justification
Example: Engineering design	*1*		*$24,000.00*	*$24,000.00*	*$12,000.00*	*$12,000.00*	*$24,000.00*	*Contractor*	*Engineering design for parking lot drainage*
Engineering	1	lump sum	$31,319.00	$31,319.00	$15,659.50	$15,659.50	$31,319.00	Contractor/Vendor	Engineering for sidewalk construction
Registered Accessibility Specialist	1	lump sum	$975.00	$975.00	$487.50	$487.50	$975.00	Contractor/Vendor	Texas Department of Licensing and Regulation fees

				$0.00	$0.00	$0.00	$0.00		
				$0.00	$0.00	$0.00	$0.00		

Project Inspection Fees

Project inspection fees, including municipal inspection fees, and other required professional or inspection fees.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Item will be performed by	As needed: provide additional details and justification
Example: Fire safety inspection	*1*	*inspection*	*$500.00*	*$500.00*	*$250.00*	*$250.00*	*$0.00*	*Subrecipient*	*Required by local ordinance to open park facilities*
				$0.00					
				$0.00					
				$0.00					
				$0.00					

Site Work

Mobilization, grading, etc.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Item will be performed by	As needed: provide additional details and justification
Example: Clear and grub site	*5000*	*square feet*	*$1.40*	*$7,000.00*	*$3,500.00*	*$3,500.00*	*$0.00*	*Contractor*	*Necessary to prepare site for construction*
				$0.00					
				$0.00					
				$0.00					
				$0.00					

Demolition and Removal

Includes the dismantling, demolition, or removal of buildings, structures, and other improvements.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Item will be performed by	As needed: provide additional details and justification
Example: Remove existing playground area	*1*		*$12,000.00*	*$12,000.00*	*$6,000.00*	*$6,000.00*	*$0.00*	*Contractor*	*Necessary to prepare site for construction*
				$0.00					
				$0.00					
				$0.00					
				$0.00					

Construction

Creation of facilities, including renovations, buildings, installation of equipment, landscaping, associated roads, parking, environmental mitigation, utilities, etc. Most LWCF park development costs fall into this category.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Item will be performed by	As needed: provide additional details and justification
Example: Construct Pickleball Courts	*5*	*courts*	*$20,000.00*	*$100,000.00*	*$50,000.00*	*$50,000.00*	*$0.00*	*Contractor*	*Full construction of 5 courts*
Recirculating splash pad	1	lump sum	$753,917.00	$753,917.00	$376,958.50	$376,958.50		Contractor/Vendor	Whirlix splashpad- recirculating splash pad system, surfacing, freight/engineering, and installation, approx. 2,500 sf
Lighting	2	light pole	$4,187.00	$8,374.00	$4,187.00	$4,187.00		Contractor/Vendor	solar flood lights
Concrete sidewalk	1	lump sum	$3,232.00	$3,232.00	$1,616.00	$1,616.00		Contractor/Vendor	approximately 400-450 square yards
Project signage	1	lump sum	$3,595.00	$3,595.00	$1,797.50	$1,797.50		Contractor/Vendor	

Equipment

Uncommon for LWCF projects. Generally defined as portable items with an acquisition cost greater than $10,000 and a useful life of more than one year. Does not include items permanently affixed in construction process. Equipment is subject to requirements at 2 CFR 200.313.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Item will be performed by	As needed: provide additional details and justification
Example: Portable bleachers	*1*	*bleacher set*	*$10,636.00*	*$10,636.00*	*$5,318.00*	*$5,318.00*	*$0.00*	*Subrecipient*	*Provide seating area for park facilities*
				$0.00					
				$0.00					
				$0.00					
				$0.00					

Miscellaneous

Work items that do not fall within any other category.

Scope of Work Element	Number of Units	Unit Type	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Item will be performed by	As needed: provide additional details and justification
Example: Temporary security fencing	*200*	*panels*	*$37.50*	*$7,500.00*	*$3,750.00*	*$3,750.00*	*$0*	*Contractor*	
				$0.00					
				$0.00					
				$0.00					
				$0.00					

Contingency Costs

ency costs are an estimate included to cover unexpected costs that may arise during large projects. These costs are based on events or conditions that can't be predicted exactly when the budget is made, but are likely to happen and the project cost. Contingency amounts for major project scope changes, unforeseen risks, or extraordinary events cannot be included. See 2 CFR 200.433 for full requirements.

ontingency Amount	Federal Share	Non-Federal Share	how this cost was					

Indirect Costs

Indirect Costs charged in accordance with a Negotiated Indirect Cost Rate Agreement (NICRA). Please provide a copy of your current NICRA if requesting indirect costs.

Base Description	Base Total	Rate Type	Rate	Total Line Cost	Federal Share	Non-Federal Share	Charged by
Example: Total Direct Costs	*$110,000.00*	*Indirect Rate*	*9.45%*	*$10,395.00*	*$5,197.50*	*$5,197.50*	*Recipient*
				$0.00			
				$0.00			

Summary

Cost Classification	Total Cost	Federal Share	Non-Federal Share
Administration and legal expenses	$60,000.00	$30,000.00	$30,000.00
Acquisition Only: Land, structures, rights-of-way, etc.	$0.00	$0.00	$0.00
Acquistion Only: Relocation expenses and payments	$0.00	$0.00	$0.00
Architectural and engineering fees	$32,294.00	$16,147.00	$16,147.00
Project inspection fees	$0.00	$0.00	$0.00
Site work	$0.00	$0.00	$0.00
Demolition and Removal	$0.00	$0.00	$0.00
Construction	$769,118.00	$384,559.00	$384,559.00
Equipment	$0.00	$0.00	$0.00
Miscellaneous	$0.00	$0.00	$0.00
Contingency Costs	$0.00	$0.00	$0.00
Percent of Total Direct Costs: 0%			
Indirect Costs	$0.00	$0.00	$0.00
Total Project Cost	$861,412.00	$430,706.00	$430,706.00
Percent of Total Cost	*100%*	*50%*	*50%*
Pre-Award Costs Amount	$92,294.00		
Start Date	*5/1/2025*		

OMB Approval No. 0348-0

BUDGET INFORMATION - Construction Programs

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column A - B)
1. Administrative and legal expenses	$60,000.00		$60,000.00
2. Land, structures, rights-of-way, appraisals, etc.	$0.00		$0.00
3. Relocation expenses and payments	$0.00		$0.00
4. Architectural and engineering fees	$32,294.00		$32,294.00
5. Other architectural and engineering fees	$0.00		$0.00
6. Project inspection fees	$0.00		$0.00
7. Site work	$0.00		$0.00
8. Demolition and removal	$0.00		$0.00
9. Construction	$769,118.00		$769,118.00
10. Equipment	$0.00		$0.00
11. Miscellaneous	$0.00		$0.00
12. SUBTOTAL *(sum of lines 1-11)*	$861,412.00		$861,412.00
13. Contingencies	$0.00		$0.00
14. SUBTOTAL	$861,412.00		$861,412.00
15. Project (program) income	$0.00		$0.00
16. TOTAL PROJECT COSTS *(subtract #15 from #14)*	$861,412.00		$861,412.00
FEDERAL FUNDING			
17. Federal assistance requested, cacluate as follows: Enter eligible costs from line 16c (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Multiply by 50 %		$430,706

led Budget for Planning and Admin Grants

Project Details

Project Title

LWCF Legacy Number

Recipient Name

Start Date of Pre-Award Costs

If this project includes pre-award costs, enter the first date that these costs were incurred.

Source of Non-Federal Share

Please describe the source of matching funds.

Example: City general fund, state bond, private donation

Personnel

Personnel are staff employed by the Recipient. Enter all personnel by position title. Include the basis of rate (e.g. actual salary, state civil service rates, etc.). Personnel costs may only include time spent working directly on the project.

Position Title	Time (Hrs or %)	Rate (Hr or Salary)	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Rate Basis	Number of Employees
Example: Grant Coordinator	*50%*	*$60,000.00*	*$30,000.00*	*$15,000.00*	*$15,000.00*	*$0.00*	*Actual Salary*	*1*
			$0.00					
			$0.00					
			$0.00					
			$0.00					

Fringe Benefits

Complete the table below by position title. Fringe rates may not exceed what is currently provided by the organization. If a federally approved Fringe rate exists, provide the rate agreement with the application. See 2 CFR 200.431 for full requirements.

Position Title	Personnel Cost	Rate	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	As needed: provide additional details and justification
Example: Grant Coordinator	*$30,000.00*	*20%*	*$6,000.00*	*$3,000.00*	*$3,000.00*	*$0.00*	
			$0.00				
			$0.00				
			$0.00				
			$0.00				

Travel

All travel must be necessary for performance of project objectives. Travel costs must be consistent with the Recipient's written travel policy. In absence of a written travel policy, Recipients must follow General Services Administration (GSA) regulations.

Trip To/From, Purpose	Item	Number of Units	Unit Type	Cost Per Unit	Travelers Claiming Expense	Total Line Cost	Federal Share	Non-Federal Share
Salem, OR to Bend, OR - conduct focus groups for	*Hotel*	*2*	*nights*	*$120*	*2*	*$480*	*$240*	*$240*
SCORP development	*Meals & Incidentals*	*3*	*days*	*$59*	*2*	*$354*	*$177*	*$177*
	Car Rental	*3*	*days*	*$70*	*1*	*$210*	*$105*	*$105*
						$0.00		
						$0.00		
						$0.00		
						$0.00		

Equipment

Equipment is generally defined as a portable item with an acquisition cost greater than $10,000 and a useful life of more than one year. Refer to the Supplies section for items of lesser value or useful life.
Explain the purpose of each equipment item and the basis of cost (e.g. vendor quotes, catalog prices, prior purchases, etc.). Note that equipment is subject to reporting and disposition regulations in 2 CFR 200.313.

Equipment Item	Number of Units	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Purpose	Basis of Cost
Example: Drone system	*1*	*$10,636.00*	*$10,636.00*	*$5,318.00*	*$5,318.00*	*$0.00*	*For aerial stewardship inspections*	*Vendor quote*
			$0.00					
			$0.00					
			$0.00					
			$0.00					

Supplies

Supplies are generally items with an acquisition cost of $10,000 or less and a useful life of less than one year. Refer to the Equipment section for items of greater value or useful life.
Explain the purpose of each supply item and the basis of cost (e.g. vendor quotes, catalog prices, prior purchases, etc.). See 2 CFR 200.314 for requirements for supplies.

Supplies Item	Number of Units	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Purpose	Basis of Cost

e: SCORP Copies, Printed & Bound	*100*	*$9.00*	*$900.00*	*$450.00*	*$450.00*	*$0.00*	*Print SCORP document*	*Vendor quote*
			$0.00					
			$0.00					
			$0.00					
			$0.00					

Subrecipients

A sub-recipient (partner, sub-awardee) is an entity to which a subaward is made. See 2 CFR 200.331 for the full definition.
Subrecipients have performance measured against whether the objectives of the grant project are met, are responsible for project-related decision-making, must adhere to the applicable grant program compliance requirements, and implement programs for a public purpose.

Subrecipient Name	Total Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Purpose	Basis of Cost
Example: University of Oregon	*$18,000.00*	*$9,000.00*	*$9,000.00*	*$0.00*	*Partner to conduct research study on available recreation sites*	*Personnel and supply costs*

Contractors

A contractor (or vendor) is an entity contracted to provide goods and services. See 2 CFR 200.331 for the full definition.
Contractors provide goods and services within normal business operations, and provide similar goods and services to many different purchasers. Contractors normally operate in a competitive environment.

Contractor Name	Total Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Purpose	Basis of Cost
Example: Geographic Services Inc.	*$22,000.00*	*$11,000.00*	*$11,000.00*	*$0.00*	*Create a database of existing recreation sites*	*Contractor bid*

Construction

Not typically part of LWCF Planning or Admin grants.

Scope of Work Element	Number of Units	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Basis of Cost
			$0.00				
			$0.00				

Other Direct Costs

Work items that do not fall within any other category.

Scope of Work Element	Number of Units	Cost Per Unit	Total Line Cost	Federal Share	Non-Federal Share	Pre-Award Costs	Basis of Cost
			$0.00				
			$0.00				
			$0.00				
			$0.00				

Indirect Costs

Indirect Costs charged in accordance with a Negotiated Indirect Cost Rate Agreement (NICRA). Please provide a copy of your current NICRA if requesting indirect costs.

Base Description	Base Total	Rate Type	Rate	Total Line Cost	Federal Share	Non-Federal Share	Charged by
Example: Total Direct Costs	*$110,000.00*	*Indirect Rate*	*9.45%*	*$10,395.00*	*$5,197.50*	*$5,197.50*	*Recipient*
				$0.00			
				$0.00			

Summary

Cost Classification	Total Cost	Federal Share	Non-Federal Share
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Subrecipients	$0.00	$0.00	$0.00
Contractors	$0.00	$0.00	$0.00
Construction	$0.00	$0.00	$0.00
Other Direct Costs	$0.00	$0.00	$0.00
Indirect Costs	$0.00	$0.00	$0.00
Total Project Cost	$0.00	$0.00	$0.00
Percent of Total Cost	*100%*	*0%*	*0%*
Pre-Award Costs Amount	$0.00		
Start Date			

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total
	Federal Share	Non-Federal Share			
a. Personnel	$0.00	$0.00			$0.00
b. Fringe Benefits	$0.00	$0.00			$0.00
c. Travel	$0.00	$0.00			$0.00
d. Equipment	$0.00	$0.00			$0.00
e. Supplies	$0.00	$0.00			$0.00
f. Contractual	$0.00	$0.00			$0.00
g. Construction	$0.00	$0.00			$0.00
h. Other	$0.00	$0.00			$0.00
i. Total Direct Charges (sum of 6a-6h)	$0.00	$0.00			$0.00
j. Indirect Charges	$0.00	$0.00			$0.00
k. TOTALS (sum of 6i and 6j)	$0.00	$0.00			$0.00

7. Program Income					

LWCF

National Park Service
U.S. Department of the Interior
State and Local Assistance Programs

48-01326 City Park III Breckenridge, Stephens County, TX

Proposed Federal Action

Approval of Land and Water Conservation Fund (LWCF) grant number 48-01326 City Park III. The project statement of work is as follows: The recipient, Texas Parks and Wildlife Department, will pass through a subaward/subgrant to the subrecipient, City of Breckenridge, to improve City Park. This project will: construct a splash pad, an accessible route to the restroom, new lighting and signage.

Categorical Exclusion

This grant has been environmentally certified F(5) which states: "Grants for the construction of new facilities within an existing park or recreation area, provided that the facilities will not:
a. conflict with adjacent ownerships or land use, or cause a nuisance to adjacent owners or occupants, e.g., extend use beyond daylight hours;
b. introduce motorized recreation vehicles;
c. introduce active recreation pursuits into a passive recreation area;
d. increase public use or introduce noncompatible uses to the extent of compromising the nature and character of the property or causing physical damage to it; or
e. add or alter access to the park from the surrounding area."

No extraordinary circumstances apply.

Executive Order 14154, Unleashing American Energy (Jan. 20, 2025), and a Presidential Memorandum, Ending Illegal Discrimination and Restoring Merit-Based Opportunity (Jan. 21, 2025), require the Department to strictly adhere to the National Environmental Policy Act (NEPA), 42 U.S.C. §§ 4321 et seq. Further, such Order and Memorandum repeal Executive Orders 12898 (Feb. 11, 1994) and 14096 (Apr. 21, 2023). Because Executive Orders 12898 and 14096 have been repealed, complying with such Orders is a legal impossibility. The NPS verifies that it has complied with the requirements of NEPA, including the Department's regulations and procedures implementing NEPA at 43 C.F.R. Part 46 and Part 516 of the Departmental Manual, consistent with the President's January 2025 Order and Memorandum.

HALLIE GROFF Digitally signed by HALLIE GROFF Date: 2026.06.11 07:36:55 -06'00'

Hallie Groff Date
Supervisory Compliance Officer
Land and Water Conservation Fund Program
National Park Service - Interior Regions 6, 7, and 8

TEXAS PARKS AND WILDLIFE

OFFICE MEMORANDUM

TO: Crystal Locke

FROM: Alaya Keane, Aquatic Resources Permitting and Consultation, Inland Fisheries

SUBJECT: Fall 2025 Non-Urban Outdoor Grant Application Review
LP-2026-Breckenridge-00080

DATE: 1/6/2026

TPWD Inland Fisheries, Coastal Fisheries and Wildlife Division staff has been consulted to assess regulatory compliance and identify potential adverse environmental impacts of proposed Recreation Grant applications. Reviewed applications are separated into four categories, with "Category 1" being of least concern, and "Category 4" being of the greatest concern.

After review, this project was ranked as:

CATEGORY 1

Category 1 includes projects for which none of the considered permits appear to be needed and that staff believes will have no significant adverse environmental impacts as proposed. In general, these projects may further reduce or avoid adverse impacts by implementing appropriate comments in the **"General Beneficial Management Practices" (GBMP)** attachment. Potential permits considered are described in the **"Types of Permits"** section attached.

City of Breckenridge – City Park, Stephens County (ERCS Project ID: 57236)

The proposal includes a 2,500-square-foot splash pad, an ADA-accessible route to the restroom, solar lighting, and signage.

Comments: TPWD recommends following #3 on the GBMP attachment to ensure that any landscaping includes vegetation native to the project area.

Please review the “General Beneficial Management Practices” attachment and implement any Beneficial Management Practices that may be applicable to the proposed project.

We appreciate the opportunity to provide input into the grant review process. Questions can be directed to Alaya Keane (IF, 512-389-4583) or Rick Hanson (WL, 806-715-6486).

TEXAS PARKS & WILDLIFE

A T T A C H M E N T

TYPES OF PERMITS

- USACE Clean Water Act 404 permit (activities affecting wetlands or aquatic areas)
  The U.S. Army Corps of Engineers (USACE) regulatory staff at the appropriate district office should be consulted prior to placing any type of fill into a wetland, stream, river, or open water. Impacts to wetlands, streams, rivers, open water, marshes, swamps, and bogs should be avoided. Compensatory mitigation may be needed if there are unavoidable impacts to waters of the United States. Any structure affecting navigable waters of the U.S. may require a permit under Section 10 of the Rivers and Harbors Act, which is also a USACE program.
    - Albuquerque Regulatory 575-652-4574 - Pecos River counties west to El Paso
    - Fort Worth Regulatory 817-886-1731 - Includes DFW, Austin, San Antonio
    - Galveston Regulatory 409-766-3869 - Counties within 120 miles of the coast
    - Tulsa Regulatory 918-669-7400 - Panhandle and Red River watershed

- TCEQ Construction General Permit (1 or more acres disturbed)
  The U.S. Environmental Protection Agency (EPA) gave the Texas Commission on Environmental Quality (TCEQ) permitting authority in Texas for construction stormwater discharges. TCEQ should be contacted for projects proposing to disturb one or more acres of land.
    - TCEQ - 512-239-4671; https://www.tceq.texas.gov/permitting/stormwater/construction
    - Suzanna Perea (EPA Region 6) - 214-665-7217

- TCEQ Clean Water Act 401 water quality certification (water quality of wetlands or aquatic areas)
    - Peter Schaefer- 512-239-4372
    - 401CERTS@tceq.texas.gov

- TCEQ Water Rights Permit (diversion or impoundment of water in waterways)
    - TCEQ Water Rights Permitting and Availability Section - 512-239-4600
    - TCEQ Water Rights Permits - Chris Kozlowski 512-239-1801

- USFWS Endangered Species Act Section 7 consultation (federally listed threatened & endangered species and habitat)
  If the U.S. Fish and Wildlife Service's (USFWS) IPaC (Information for Planning and Consultation) tool (https://ecos.fws.gov/ipac/) indicates activities may impact federally listed species or habitat, the USFWS should be consulted to assist in the evaluation of the proposed activities that may affect federally listed threatened or endangered wildlife and plant species. Further consultation or surveys may be necessary to determine impact.
    - Austin Ecological Services Field Office 512-937-7371, esaustininfo@fws.gov
    - Texas Coastal and Central Plains Ecological Services Field Office
        - Clear Lake Sub Office 281-286-8282, HoustonESFO@fws.gov
        - Fort Worth Sub Office 817-277-1100, arles@fws.gov

TYPES OF PERMITS Continued

- USFWS Bald and Golden Eagle Protection Act Permit
  The USFWS should also be contacted if a bald eagle or golden eagle nest would be disturbed or impacted by project activities.
    - USFWS Southwest Region, Migratory Bird Office – 505-248-7882

- TPWD Sand and Gravel permit (disturbance of state navigable waterways or bay bottoms)
  The TPWD biologist coordinating the Sand, Shell, Gravel and Marl (SSGM) program should be consulted to evaluate activities involving the disturbance or taking of material from the beds or banks of State-navigable streams and from tidal waters and coastal bay bottoms.
    - sand.gravel@tpwd.texas.gov

- TPWD Aquatic Resource Relocation Plan
  If construction occurs during times when water is present and dewatering activities or other harmful construction activities are involved, then TPWD recommends relocating potentially impacted native aquatic resources to avoid liability for the value of lost public fish and wildlife resources. Aquatic resource relocation is done under an Aquatic Resources Relocation Plan (ARRP) in conjunction with a Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters. Information, guidelines, and agency points of contact for ARRP can be found online at https://tpwd.texas.gov/publications/pwdpubs/media/pwd_lf_t3200_1958_arrp_guidelines_packet.pdf.
    - Inland Waters: IFpermits@tpwd.texas.gov
    - Coastal Waters:
        - Lower Coast: Jackie Robinson 361-341-6003 ext. 815
        - Upper Coast: Nicole Plowman 281-705-5592, Nicole.Plowman@tpwd.texas.gov

- TPWD Inland/Coastal Fisheries Division (Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters)
  The TPWD Fisheries Divisions should be consulted for required permits if any aquatic organisms are to be stocked or relocated within waters of the State.
    - Inland Waters: Lauren Reynolds - 512-389-4742 or IFpermits@tpwd.texas.gov
    - Coastal Waters:
        - Lower Coast - Jackie Robinson 361-341-6003 ext. 815, Corpus Christi
        - Upper Coast - Claire Iseton 281-299-8027, Dickinson

OTHER RECOMMENDED COORDINATION

- TPWD Coastal and Inland Fisheries Divisions – For the establishment and management of pond fisheries
    - Find a Coastal or Inland Fisheries Biologist at https://tpwd.texas.gov/fishboat/fish/management/biologist/

- TPWD Inland Fisheries Division – Aquatic Resources Permitting and Consultations Team – For wetland and aquatic habitat impacts, enhancement, and creation
    - IFpermits@tpwd.texas.gov

- TPWD Wildlife Division –Urban Wildlife Programs – For the creation or management of wildlife habitat and corridors, sustainable recreation, or beneficial planting, landscaping or xeriscaping
    - Urban Wildlife program leader – Jessica Alderson - 210-309-2416 or https://tpwd.texas.gov/urban/
    - https://tpwd.texas.gov/huntwild/wild/wildlife_diversity/wildscapes/

- TPWD Wildlife Division - Texas Natural Diversity Database
  The TXNDD should be consulted to assist with the data search for state or federally listed threatened, endangered, or rare plant & wildlife species, as well as other rare or unique habitats and ecological resources.
    - Bob Gottfried - 512-389-8744 or bob.gottfried@tpwd.texas.gov
    - https://tpwd.texas.gov/huntwild/wild/wildlife_diversity/txndd/data.phtml

- TPWD Wildlife Division – Ecological and Environmental Planning Program – For terrestrial habitat impacts, beneficial management practices, and recommendations
    - Laura Zebehazy - 512-389-4638 or laura.zebehazy@tpwd.texas.gov

GENERAL BENEFICIAL MANAGEMENT PRACTICES

1. Trails along creek banks and lake shores should be set back from banks so they do not cause or exacerbate erosion, either from construction activities or long-term use. Pedestrian creek crossings should be in areas where vegetation removal or disturbance can be avoided or minimized. Crossings should span the entire creek channel with the headwalls at or above the top of the bank to avoid destabilizing the bed and banks.

2. Impervious vehicular and pedestrian use areas, such as roads, walking tracks, and parking areas, should not impede natural surface water drainage. TPWD recommends Green Stormwater Infrastructure (GSI) to manage and treat stormwater runoff before discharging into nearby waterways through limiting the amount of connected impervious cover, using permeable or porous pavement, and directing runoff into rain gardens, vegetated swales, retention or detention ponds, or similar pre-treatment areas.

3. Landscaping and revegetation plans should only include Texas native plants, including grasses. The only exception to using native vegetation would be the use of Bermuda grass on sports fields. A list of species proposed for planting should be provided for TPWD natural resource staff review. Locally adapted native plants can increase survival and reduce maintenance and watering needs while providing benefits to wildlife. TPWD also recommends mowing only essential use areas to allow native grasses to thrive, generally without additional irrigation. Maintenance activities should be minimized as much as feasible in all areas except sport fields and playgrounds and restricted to after seed-set (late fall) to promote reseeding and increased wildlife value and use. Enhancement of existing native grasses or prairie remnants can be assisted by limiting mowing practices and by reseeding exposed areas with native grasses and forbs, including floral resources to support pollinators. Information about butterfly gardening, including detailed plant lists, can be found on the Monarch Watch website (www.monarchwatch.org).

4. Disturbance of native vegetation should be avoided or minimized by using site planning and construction techniques designed to preserve existing native trees, shrubs, grasses and forbs, and aquatic and wetland habitats. When disturbance is unavoidable, it is recommended that native plant species be used in restoration and landscaped areas to offset those unavoidable losses. Also, where possible, clearing of understory vegetation should be minimized since it provides habitat to many different species of wildlife. Natural buffers contiguous to wetlands and aquatic systems should remain undisturbed to preserve wildlife cover, food sources, travel corridors, and protect water quality of wetlands and waterways.

5. Park sites containing ponds, or proposing the construction of a pond, should not establish domestic waterfowl at the site and should ensure that any domesticated waterfowl that take up residence at the pond are removed immediately by legal means. Domestic waterfowl pose a danger by providing a disease vector for duck plague, New Castle Disease, avian cholera, avian tuberculosis, chlamydiosis, bird flu and West Nile virus to native wild duck populations. Furthermore, domestic waterfowl negatively affect wild waterfowl through interbreeding; wild populations of waterfowl may be lost through hybridizing with domestic birds. In addition, large numbers of domestic waterfowl at a pond negatively impact water quality. Outreach signage should be placed in the vicinity of park ponds to educate the public on the negative impacts of the release and feeding of domestic waterfowl.

GENERAL BENEFICIAL MANAGEMENT PRACTICES Continued

6. Soil erosion and siltation should be minimized using haybales, silt screens, or similar soil erosion prevention techniques. To enhance the stabilization of exposed soils, newly graded areas should be seeded or sodded with native grasses, while graded embankments should not exceed a 4:1 slope. For soil stabilization and revegetation of disturbed areas within a proposed project area, TPWD recommends erosion and seed and mulch stabilization materials that avoid entanglement hazards to snakes and other wildlife species. Because the mesh found in many erosion control blankets or mats pose an entanglement hazard to wildlife, particularly snakes, TPWD recommends the use of hydromulching or hydroseeding rather than erosion control blankets or mats. If erosion control blankets or mats will be used during a project, the product should contain no netting or contain loosely woven, natural fiber netting. Woven, natural fiber netting typically allows the netting threads to move and provide an expansion of the net openings which minimizes opportunities to entrap wildlife. Hydromulch containing plastic ingredients and plastic mesh netting should be avoided.

7. In general, ponds constructed in uplands will be considered acceptable to TPWD natural resource staff if intact, native habitats are not impacted during their construction. Ponds should be filled with rainfall or runoff. The use of groundwater to fill recreational ponds is not considered to be a sustainable practice. On-channel impoundments generally will not be considered acceptable. Possible impacts of impoundments could include the following: the loss of valuable fish and wildlife habitat, impeded fish migration, loss of flood storage, loss of water through evaporation, sediment accumulation, and degraded water quality. Under no circumstances should non-native plant or fish species be introduced to a pond without TPWD review and approval. Native species may require a *TPWD Permit to Introduce Fish, Shellfish or Aquatic Plants into Public Waters*.

8. TPWD recommends the judicious use and placement of sediment control fence to exclude wildlife from the construction area. In many cases, sediment control fence placement for the purposes of controlling erosion and protecting water quality can be modified minimally to also provide the benefit of excluding wildlife access to construction areas. The exclusion fence should be buried at least six inches and be at least 24 inches high. The exclusion fence should be maintained and only removed after construction is completed and the disturbed site has been revegetated. Construction personnel should be encouraged to examine the inside of the exclusion area daily to determine if any wildlife species have been trapped inside the area of impact and provide safe egress opportunities prior to initiation of construction activities. TPWD recommends that any open trenches or excavation areas be covered overnight and inspected every morning to ensure no wildlife species have been trapped. Also, inspect excavation areas for trapped wildlife prior to refilling.

9. Potential impacts to nesting birds may occur during disturbance of a project area's vegetation and bare ground. Active nests may occur in grass, shrubs, and trees and on bare ground, including gravel pads and roads. TPWD recommends avoiding vegetation clearing activities during the general bird nesting season, March 15 through September 15, to avoid adverse impacts to breeding birds. If vegetation clearing during the general bird nesting season is unavoidable, TPWD recommends surveying the area proposed for disturbance to ensure that no nests with eggs or young will be impacted by construction activities. Nest surveys should be conducted not more than five days prior to clearing activities. If active nests are observed, TPWD recommends establishing a 100-foot disturbance-free buffer until eggs have hatched and young have fledged.

GENERAL BENEFICIAL MANAGEMENT PRACTICES Continued

10. Sky glow because of light pollution can have negative impacts on wildlife and ecosystems by disrupting natural diurnal and nocturnal behaviors such as migration, reproduction, nourishment, rest, and cover from predators. Dark sky friendly lighting also reduces light impacts on the community by avoiding light trespass. TPWD recommends avoiding permanent nighttime lighting or only utilizing the minimum amount of permanent nighttime lighting needed for safety and security. TPWD recommends focusing light downward, with full cutoff luminaires to avoid light emitting above the horizontal, and to use dark-sky friendly lighting that is illuminated only when needed, down-shielded, only as bright as needed, and minimizes blue light emissions. Appropriate lighting technologies, beneficial management practices, and other dark sky resources can be found at the DarkSky International and McDonald Observatory websites.

CONTROLLED PLANTS

No person may import, possess, sell, or place into water of this state exotic, harmful, or potentially harmful fish, shellfish, or aquatic plants except as authorized by rule or permit issued by Texas Parks & Wildlife, including the following plant species. For further information, please visit TPWD's Exotic and Invasive Species website (https://tpwd.texas.gov/huntwild/wild/species/exotic/).

Family	Scientific name	Common name(s)
Amaranth family: Amaranthaceae	*Alternanthera philoxeroides*	alligatorweed
Sumac family: Anacardiaceae	*Schinus terebinthifolius*	Brazilian peppertree
Arum family: Araceae	*Pistia stratiotes* *Landoltia punctata*	water lettuce dotted duckweed
Morning-glory family: Convolvulaceae	*Ipomoea aquatica*	swamp morning-glory, water spinach, ong choy, rau mong, and kangkong
Water Milfoil family: Haloragaceae	*Myriophyllum spicatum*	Eurasian watermilfoil
Tape-grass family: Hydrocharitaceae	*Ottelia alismoides* *Hydrilla verticillata* *Lagarosiphon major*	ducklettuce hydrilla oxygen-weed, African elodea, Langarosiphon
Loosestrife family: Lythraceae	*Lythrum salicaria*	purple loosestrife
Bogbean family: Menyanthaceae	*Nymphoides cristata* *Nymphoides peltata*	crested floating heart yellow floating heart
Myrtle family: Myrtaceae	*Melaleuca quinquenervia*	Punktree, paperbark, or melaleuca
Grass Family: Poaceae	*Panicum repens*	torpedo grass
Water-Hyacinth family: Pontederiaceae	*Eichhornia azurea* *Eichhornia crassipes* *all species of genus Monochoria*	rooted water hyacinth floating water hyacinth false pickerelweeds
Salvinia Family: Salviniaceae	all species of genus *Salvinia*	
Figwort Family: Scrophulariaceae	*Limnophila sessiliflora*	Asian marshweed, ambulia
Potato family: Solanaceae	*Solanum tampicense*	wetland nightshade, aquatic soda apple
Bur-reed family: Sparganiaceae	*Sparganium erectum*	exotic bur-reed

BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject:	Discussion and any necessary action regarding approval of Amendment 1 to the Engineering Services Work Order 042 for the Street Improvement Project Phase 3
Department:	Administration
Staff Contact:	Vince DiPiazza
Title:	Interim City Manager

BACKGROUND INFORMATION:
This is Amendment 1 to the Engineering Service Work Order 042 for the Street Improvement Project Phase 3.

Engineering Services in the Work Order include assistance with plans, specifications, bidding documents, and construction management associated with the Street Improvement Project Phase 3.

Since the issuance of the Notice to Proceed, dated September 8, 2025, several additions to the original contract scope have been identified, along with coordination conflicts arising from the ongoing TWDB DWSRF Water Line Replacement Project. These additional scope requirements and coordination challenges have necessitated an extension of the contract duration, increasing the time allotted for final completion from the original one hundred fifty (150) calendar days to four hundred fifty (450) calendar days.

FINANCIAL IMPACT:

Construction management - $12,500
Construction Inspection - $7,500
Total - $20,000

STAFF RECOMMENDATION:
Approval of Amendment 1 to the Engineering Services Work Order 042 for the Street Improvement Project Phase 3 as presented and authorize the Interim City Manager to execute the documents.

Engineering Services
Work Order No. 042 – Amendment No. 1
Under Engineering Services Agreement Executed on October 1, 2012

Phase III Paving Improvements

Scope of Services:
ENGINEER to provide engineering services to assist the City of Breckenridge (OWNER) with plans, specifications, bidding documents and construction management associated with the Phase III Paving Improvements Project. Construction plans and specifications will be in accordance with City requirements. The paving improvements are intended to follow recommendations identified in the 2023 Pavement Evaluation Report along with consideration of water replacement projects recently funded by the Texas Water Development Board.

Amendment No. 1 Scope: Since the issuance of the Notice to Proceed, dated September 8, 2025, there have been multiple additions to the contract scope as well as conflicts in coordination with the ongoing TWDB DWSRF Water Line Replacement project. These items have resulted in the contract time for final completion increasing from one hundred fifty (150) days to four hundred fifty (450) days. The compensation below is in accordance with these changes to the Contract Time.

Compensation
The work is authorized under the terms and conditions of the Engineering Services Agreement between the City of Breckenridge (OWNER) and ENGINEER. The compensation for services shall be as follows:

	W.O. 028	Amend No. 1
Survey:	$15,000	**$0**
Engineering Design:	$100,000	**$0**
Bidding Phase:	$7,500	**$0**
Construction Management:	$85,000	**$12,500**
Construction Inspection (Part-time):	$65,000	**$7,500**
Materials Testing:	$15,000	**$0**
	$287,500	**$20,000**

Schedule
The work is to be completed on an accelerated schedule to provide necessary services to enable project completion by the date of Final Completion.

Deliverables
1. Construction management and inspection
2. Final inspection and recommendation of acceptance

Upon execution, this Work Order authorizes ENGINEER to proceed with the above-referenced services.

ENPROTEC / HIBBS & TODD, INC.

Sage Diller — Signature — 10/27/2026 Date

Sage Diller, P.E. — Printed or Typed Name

Vice President — Title

CITY OF BRECKENRIDGE, TEXAS

Signature — Date

Printed or Typed Name

Title