



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

February 07, 2023 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 February 07, 2023 at 5:30 PM at the Breckenridge City Offices, 105 N. Rose Avenue, Breckenridge, Texas.

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

American Flag

OPEN FORUM

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

STAFF REPORT

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

City Manager

1. City Business

2. Upcoming Events

2/16/2023	Bulk Pickup, must be registered by 1/10/2023.
2/17/2023	Final Day to file an application for a place on ballot
2/20/2023	City offices closed in observation of Presidents Day.
2/20/2023	Cemetery Cleanup.
2/27/2023	Public Workshop 5:30-7:30pm.

Chamber of Commerce

3. Presentation of Chamber of Commerce 2022 Annual Report and Hotel Motel Quarterly Report.

CONSENT AGENDA

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

4. Consider approval of the January 10, 2023 Regular Commission Meeting minutes as recorded.
5. Consider approval of the January 24, 2023 Special Commission Meeting minutes as recorded.
6. Consider approval of the 2023 annual Police Department Racial Profiling Report.
7. Consider approval of the Breckenridge Chamber of Commerce annual report and Hotel/Motel quarterly report.

PUBLIC HEARING ITEMS

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

ACTION ITEMS

9. Discuss and consider approving Ordinance 2023-03 amending Chapter 22, Zoning, of the Breckenridge Code of Ordinances to update regulations pertaining to signs and to adopt those sign regulations as a separate chapter in the code.
10. Discussion and any necessary action in regards to a master lease agreement between the City of Breckenridge and Enterprise FM Trust to provide Fleet Management solutions.
11. Discussion and any necessary action regarding emergency budget amendment for Park Drain Line Replacement
12. Discussion and any necessary action on Resolution 2023-03 authorizing the continued participation with the steering committee of the cities served by Oncor.
13. Discussion and any necessary action regarding approval of Ordinance 2023-02 ordering a Municipal General Election to be held on May 6, 2023 for the purpose of electing the Offices of Commissioner Place 3 and Commissioner Place 4.
14. Discussion and any necessary action regarding EMS contract

- [15.](#) Discussion and any necessary action regarding updates to the Personnel Policy
- [16.](#) Discussion and any necessary action regarding Texas Gas Service rate decrease and associated ordinance
- [17.](#) Discussion and any necessary action regarding approval of ordinance 2023-01 repealing and replacing Ordinance 2022-12 establishing a general fee schedule for the City of Breckenridge. *(Second Reading)*
- [18.](#) Discussion and any necessary action to adopt Resolution 2023-04 awarding a professional services engineering contract for a 2023 CDBG Downtown Revitalization Grant
- [19.](#) Discussion and any necessary action regarding a change order to the AMI Meter Replacement project.
- [20.](#) Discussion and any necessary action regarding BEDC contract with the Breckenridge Chamber of Commerce

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

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

ADJOURN

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

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas , by **5:00 PM** on the **3rd day of JANUARY 2023**.

City Secretary



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

		31-Dec-21	31-Dec-22
		TOTAL ON	TOTAL ON
		DEPOSIT	DEPOSIT
1001	GENERAL FUND	\$ 642,918.16	\$ 789,291.72
1013	ARSON FUND	\$ 509.27	\$ 509.89
1014	FEDERAL TAX & LOAN	74.60	79.92
2000	PAYING	\$ 144,548.68	\$ 2,504.62
1001	WATER FUND	\$ 1,448,892.94	\$ 1,304,070.79
1001	WASTEWATER FUND	\$ 180,521.63	\$ 760,947.53
1001	SANITATION	\$ 56,467.72	\$ 39,345.05
1001	FIRE DEPT. SPECIAL	\$ 11,734.14	\$ 12,603.52
1001	FORFEITED PROPERTY	\$ 1,248.85	\$ 1,251.68
1091	PAYROLL FUND	\$ -	\$ 33,333.54
1001	EQUIP. REPLACEMENT FUND	\$ 95,174.23	\$ 286,120.36
1001	STREET MAINTENANCE	\$ 600,201.71	\$ 748,606.00
1001	BRECKENRIDGE PARK FUND	\$ 8,884.21	\$ 9,227.76
1001	POLICE DEPT. SPECIAL	\$ 10,115.73	\$ 13,585.32
1001	Excess Sales Tax Revenue	\$ 17,555.93	\$ 17,595.75
1001	Breck Trade Days	\$ 42,226.96	\$ 39,342.36
1051	CO 2017 A&B Sinking /Rd	\$ 413,424.88	\$ 426,697.44
1053	Park St. Proj/RD	\$ -	\$ -
1001	Capital Improvement Project	\$ 2,968.98	\$ 444,803.95
1058	GENERAL DEBT SERVICE FUND	\$ 1,161,229.94	\$ 1,193,152.99
1025	Rescue Boat Donation	\$ -	\$ 1,809.65
1073	CWSRF LF1001492	\$ -	\$ 1.30
1056	CWSRF CO 2022A L1001491	\$ -	\$ 1.00
1072	CWSRF CO 2022A L1001426	\$ -	\$ 1.00
1071	DWSRF LF1001495	\$ -	\$ 1.00
1070	DWSRF CO 2022B L1001493	\$ -	\$ 1.00
1057	DWSRF CO 2022B L1001494	\$ -	\$ 1.00
TOTAL - ALL FUNDS		\$ 4,838,698.56	\$ 6,124,886.14

CITY OF BRECKENRIDGE
COMBINED STATEMENT OF CASH POSITION - ALL FUNDS
ON DEPOSIT AT FIRST NATIONAL BANK AS OF DECEMBER 31, 2022

		TOTAL ON	INTEREST			Oct.	Nov.	Dec.		
		DEPOSIT	ACCRUED THIS PERIOD							
1001	GENERAL FUND	\$ 789,291.72	\$ 510.54	GENERAL FUND	\$	179.47	\$ 157.02	\$ 174.05		
1013	ARSON FUND	\$ 509.89	\$ -	ARSON FUND	\$	-	\$ -	\$ -		
1014	FEDERAL TAX & LOAN	\$ 79.92	\$ -	FEDERAL TAX & LOAN	\$	-	\$ -	\$ -		
2000	PAYING	\$ 2,504.62	\$ 1.58	PAYING	\$	0.54	\$ 0.51	\$ 0.53		
1001	WATER FUND	\$ 1,304,070.79	\$ 836.97	WATER FUND	\$	278.72	\$ 270.69	\$ 287.56	Restricted \$257,963.00 for Meter Deposits in Water Fund Total	
1001	WASTEWATER FUND	\$ 760,947.53	\$ 458.73	WASTEWATER FUND	\$	146.18	\$ 144.75	\$ 167.80		
1001	SANITATION	\$ 39,345.05	\$ 35.62	SANITATION	\$	9.61	\$ 17.33	\$ 8.68		
1001	FIRE DEPT. SPECIAL	\$ 12,603.52	\$ 10.17	FIRE DEPT. SPECIAL	\$	4.13	\$ 3.26	\$ 2.78		
1001	FORFEITED PROPERTY	\$ 1,251.68	\$ 0.81	FORFEITED PROPERTY	\$	0.27	\$ 0.26	\$ 0.28		
1002	PAYROLL FUND	\$ 33,333.54	\$ 21.26	PAYROLL FUND	\$	6.68	\$ 7.42	\$ 7.16		
1001	EQUIP. REPLACEMENT FUND	\$ 286,120.36	\$ 147.10	EQUIP. REPLACEMENT FUND	\$	35.17	\$ 48.84	\$ 63.09		
1001	STREET MAINTENANCE	\$ 748,606.00	\$ 471.57	STREET MAINTENANCE	\$	154.34	\$ 152.17	\$ 165.06		
1001	BRECKENRIDGE PARK FUND	\$ 9,227.76	\$ 5.95	BRECKENRIDGE PARK FUND	\$	2.01	\$ 1.91	\$ 2.03		
1001	POLICE DEPT. SPECIAL	\$ 13,585.32	\$ 8.78	POLICE DEPT. SPECIAL	\$	2.97	\$ 2.81	\$ 3.00		
1001	Excess Sales Tax Revenue	\$ 17,595.75	\$ 11.36	Excess Sales Tax Revenue	\$	3.84	\$ 3.64	\$ 3.88		
1001	Breck Trade Days	\$ 39,342.36	\$ 25.38	Breck Trade Days	\$	8.56	\$ 8.14	\$ 8.68		
1051	CO 2017 A&B Sinking /Rd	\$ 426,697.44	\$ 259.74	CO 2017 A&B Sinking /Rd	\$	84.92	\$ 85.17	\$ 89.65		
1001	Capital Improvement Project	\$ 444,803.95	\$ 333.03	Capital Improvement Project	\$	125.97	\$ 108.98	\$ 98.08		
1058	GENERAL DEBT SERVICE FUND	\$ 1,193,152.99	\$ 737.49	GENERAL DEBT SERVICE FUND	\$	244.45	\$ 241.19	\$ 251.85		
1025	Rescue Boat Donation	\$ 1,809.65	\$ 1.14	Rescue Boat Donation	\$	0.38	\$ 0.37	\$ 0.39		
1073	CWSRF LF1001492	\$ 1.30	\$ 0.30	CWSRF LF1001492	\$	-	\$ -	\$ 0.30		
1056	CWSRF CO 2022A L1001491	\$ 1.00	\$ -		\$	-	\$ -	\$ -		
1072	CWSRF CO 2022A L1001426	\$ 1.00	\$ -		\$	-	\$ -	\$ -		
1071	DWSRF LF1001495	\$ 1.00	\$ -		\$	-	\$ -	\$ -		
1070	DWSRF CO 2022B L1001493	\$ 1.00	\$ -		\$	-	\$ -	\$ -		
1057	DWSRF CO 2022B L1001494	\$ 1.00	\$ -		\$	-	\$ -	\$ -		
TOTAL - ALL FUNDS		\$ 6,124,886.14	\$ 3,877.52		\$	1,288.21	\$ 1,254.46	\$ 1,334.85	\$ -	\$ 3,877.52

In addition, these funds have Petty cash Funds in the following amounts:

TWO WATER CASHIERS	\$ 600.00
MUNICIPAL COURT	\$ 150.00
POLICE DEPARTMENT	\$ 50.00
TOTAL	\$ 800.00



Overview of Account - 7979028989 BRECKENRIDGE CEMETERY PC TX

Investment Objective: Current Income, with Cash

Activity Summary

	This Period (\$)	Year to Date (\$)
Beginning Market Value	573,026.14	661,042.41
Cash & Security Transfers	0.00	0.00
Contributions	56.25	4,438.01
Income & Capital Gain Distributions	4,140.13	18,518.89
Fees	-597.06	-8,355.91
Withdrawals	-3,766.38	-8,511.20
Change in Account Value	-12,119.65	-106,392.77
Market Value on Dec 31, 2022	\$560,739.43	\$560,739.43

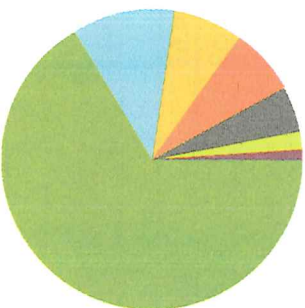
Income Earned

	This Period (\$)	Year to Date (\$)
Taxable Income	2,598.55	16,950.08
Tax-Exempt Income	0.00	0.00
Tax-Deferred Income	0.00	0.00
Total Income Earned	\$2,598.55	\$16,950.08
Total ST Realized Capital Gain/Loss	\$10.93	-\$893.10
Total LT Realized Capital Gain/Loss	\$1,525.97	\$5,403.29
Total Realized Capital Gain/Loss	\$1,536.90	\$4,510.19

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

Asset Allocation on December 31, 2022

	Market Value (\$)	Percent
Taxable Domestic Fixed Income	1154	67%
Domestic Large Cap	1156	11%
Taxable International Fixed Income	1154	7%
International Equity	1156	7%
Domestic Small-Mid Cap	1156	5%
Capital Portfolio	1067	2%
Opportunistic Equity	1156	1%
Income Portfolio	1067	0%
Subtotal	\$560,793.74	100%
Cash Processing / Liability	-54.31	
Total of Your Account	\$560,739.43	



Fixed Income 1154 413,590.88
Equity 1156 135,895.45
Cash 1067 11,307.41

Pledge Inventory Report

First National Bank Roll-up
Albany, TX
FROM 12/1/2022 TO 12/31/2022

Customer ID: 129458
Report Date: 12/27/2022
PAS Rep: Vance Roe
Account Rep: Bob Keller

Cusip	Description	Maturity/Refunded Dt	Intent	S&P	Market Price Dt	Original Face	Book Value
Ticket	Location Code/Name	Group	Coupon	Moody	Maturity (Yr)	Par	Market Value
Pledged: 20 - CITY OF BRECKENRIDGE							
3130AQ5Z2	FED HOME LN BK	09/30/2024	AFS	AA+	12/21/2022	1,000,000.00	979,466.79
1367834	-	AGY	1.05000	Aaa	1.75	1,000,000.00	939,489.87
912828W71	US Treasury Note	03/31/2024	AFS	AA+	12/21/2022	500,000.00	499,652.34
1368015	-	TRS	2.12500	Aaa	1.25	500,000.00	485,099.99
36211LF80	GNMA2 Pool #515991	12/20/2041	AFS		12/21/2022	2,548,006.00	622,295.28
742941	3 - TIB	MBS	4.00000		18.98	622,295.28	607,970.03
831641EY7	SBIC 2013-10A 1	03/10/2023	AFS	Nr	12/21/2022	2,000,000.00	44,646.63
843987	3 - TIB	MBS	2.35100		0.19	44,646.63	44,334.10
831641BU4	SBA Pool #509051	04/25/2036	AFS		12/21/2022	2,550,000.00	293,281.95
910089	3 - TIB	MBS	6.82500		13.33	293,281.95	321,346.10
831641BU4	SBA Pool #509051	04/25/2036	AFS		12/21/2022	1,070,000.00	123,063.41
921481	3 - TIB	MBS	6.82500		13.33	123,063.41	134,839.35
83165ACR3	SBA Pool #521680	04/25/2035	AFS		12/21/2022	1,640,000.00	142,030.41
786840	3 - TIB	MBS	8.00200		12.32	142,030.41	149,529.61
83165AQ31	SBA Pool #522074	05/25/2027	AFS	Nr	12/21/2022	2,000,000.00	141,415.60
924919	3 - TIB	MBS	7.09400		4.40	141,415.60	143,389.77
83165AY65	SBA Pool #522333	10/25/2041	AFS		12/21/2022	2,000,000.00	455,329.72
1074218	3 - TIB	MBS	6.98000		18.83	455,329.72	496,669.11
912828YH7	US Treasury Note	09/30/2024	AFS	AA+	12/21/2022	1,000,000.00	982,086.93
1370917	3 - TIB	TRS	1.50000	Aaa	1.75	1,000,000.00	952,699.97
912828ZT0	US Treasury Note	05/31/2025	AFS	AA+	12/21/2022	250,000.00	241,456.76
1359239	3 - TIB	TRS	0.25000	Aaa	2.42	250,000.00	227,960.00
91282CAU5	US Treasury Note	10/31/2027	AFS	AA+	12/21/2022	250,000.00	241,806.18
1296713	3 - TIB	TRS	0.50000	Aaa	4.84	250,000.00	213,535.00
91282CAV3	US Treasury Note	11/15/2030	AFS	AA+	12/21/2022	900,000.00	847,417.12
1297237	3 - TIB	TRS	0.87500	Aaa	7.88	900,000.00	730,332.03

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

Pledge Inventory Report

First National Bank Roll-up
Albany, TX
FROM 12/1/2022 TO 12/31/2022

Customer ID: 129458
Report Date: 12/27/2022
PAS Rep: Vance Roe
Account Rep: Bob Keller

Cusip Ticket	Description Location Code/Name	Maturity/Refunded Dt Group	Intent Coupon	S&P Moody	Market Price Dt Maturity (Yr)	Original Face Par	Book Value Market Value
Pledged: 20 - CITY OF BRECKENRIDGE							
91282CAZ4	US Treasury Note	11/30/2025	AFS	AA+	12/21/2022	500,000.00	491,044.24
1342551	3 - TIB	TRS	0.37500	Aaa	2.92	500,000.00	449,920.01
91282CDH1	US Treasury Note	11/15/2024	AFS	AA+	12/21/2022	750,000.00	736,917.74
1363751	3 - TIB	TRS	0.75000	Aaa	1.88	750,000.00	702,360.02
15	Total Pledged: 20 - CITY OF BRECKENRIDGE					18,958,006.00	6,841,917.10
						6,972,063.00	6,599,475.06

This report reflects information submitted to us by the customer. It is not intended to be used as the official record of safekeeping location and/or pledged holdings. This information should be provided by the customer's safekeeper.

CITY OF BRECKENRIDGE
105 NORTH ROSE AVENUE
BRECKENRIDGE, TEXAS 76424

COMMUNITY INFORMATION

DATE: January 26, 2023

RE: CEMETERY CLEAN UP PROGRAM

Cemetery personnel will begin cleaning the Cemetery on Monday, February 20, 2023. This is a semi-annual procedure to clean the Cemetery in preparation for the grass and flower season.

The following portions of the new rules regarding the Cemetery must be observed:

Rule 18 - No gravel, stone, brick, cement, or artificial walks will be allowed upon the lots. No boxes, shells, toys, glassware, trinkets, or similar items (other than sleeved vases), except they being attached to the base of an upright monument will be permitted to be placed on any space or lot.

Rule 19 – No fencing, coping, or enclosure of any nature whatever will be allowed upon lots or graves, except cornerstones for lots which must be level with the ground and made of unpolished granite or bronze to replace markers placed by the City. Initials allowed on only one corner.

Rule 21 – Solar lights are not permitted.

Rule 22. – Flower saddles allowed on upright stones only.

Rule 23 – No benches, chairs or like items shall be permitted on any space or lot. The placing of flowers on a space or lot shall be in a sleeve-type metal container or hanging from a “shepherd’s hook” type hanger. Only one flower arrangement per space will be permitted. The planting of trees, shrubs and bushed will not be permitted without prior approval.

Rule 24 – For the following special dates, floral arrangements consisting of blankets (maximum size 4’x6’), easels and potted plants may be placed on grave sites three (3) days before through three (3) days after the date, except for Thanksgiving Day and Christmas Day, which will be five (5) days before and five (5) days after:

Easter Sunday	Father’s Day	Thanksgiving Day
Mother’s Day	Fourth of July	Christmas Day
Memorial Day	Veterans Day	

At the expiration of the third day after the special date, if the individuals involved have not removed the decorations, the cemetery personnel have been instructed to remove the decorations. The City reserves the right to remove any plant, tree or shrub should the same become detrimental or unsightly.

Rule 29(c) – Any temporary marker that has been in place longer than 90 days will be removed.

Please Note: The City will not be responsible for storing any items removed during Cemetery Clean-up that takes place twice a year.

Anyone having questions concerning the cemetery can contact the Cemetaryian at 254-559-2075 or call City Offices at 254-559-8287.

Jessica Sutter
City Secretary

Breckenridge Chamber of Commerce Profit & Loss Budget vs. Actual

October through December 2022

Item 3.

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

BRECKENRIDGE,



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

CHAMBER OF COMMERCE

100 EAST ELM STREET

(254) 559-2301

www.breckenridgetexas.com

ECONOMIC DEVELOPMENT CORP.

100 EAST ELM STREET

(254) 559-6228

www.brecktxedc.com



the place to be
ANYTIME
of the year!

TEXAS 76424



BRECKENRIDGE CITY OFFICES

105 NORTH ROSE AVENUE

(254) 559-8287

www.breckenridgetx.gov

STEPHENS COUNTY COURTHOUSE

200 WEST WALKER STREET

(254) 559-5322

www.co.stephens.tx.us



Use this QR code to get more information about:

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





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

Item 3.

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

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

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

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



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

Bed & Breakfast/Guest Homes

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

Museum

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

Lakes

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

Golf Course

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

Hotels & Motels

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

Lodges/Hunting

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

RV Parks

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

Medical Facility

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

14

Texas Midwest Community Network





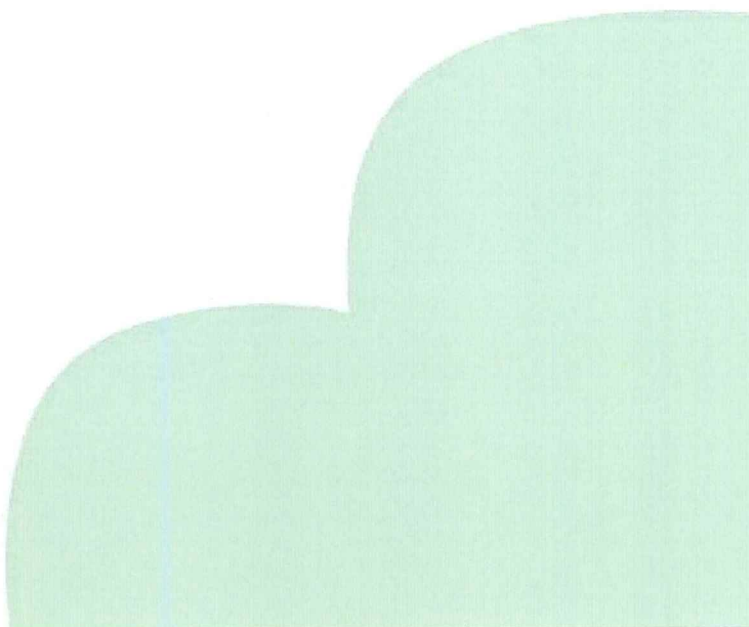
Mission Statement:

The Breckenridge Chamber of Commerce is an organization of businesses and individuals that work to promote the area by developing a strong and vibrant economy through business advocacy and leadership, thus creating a better quality of life.

- Frontier Days: May 5th – 6th
- Boomfest: July 1st
- Foodfest: TBD
- Golf Tournament: September 9th or 16th
- Sips of Summer: August
- Banquet/Annual Awards: November 13th
- Christmas Parade: December 9th

Core Values

1. God's will
2. Growth
3. Service
4. Family
5. Fun



What is the Chamber of Commerce?

Your Chamber of Commerce is an organization of citizens who are investing their time and money in a community development program – working together to improve the economic, civic, and cultural fortitude of the region, community or area.

Any citizen who is interested in helping to develop the community is eligible to be a member of the Chamber of Commerce. The direct benefit is a stronger local economy; more businesses and more jobs with higher salaries and better fringe benefits. The indirect benefits are more public programs, better schools and less crime.

The work of the Chamber is financed by the investments of its members. The dues structure is designed to permit even the smallest business, or individual, to be a member.

The Chamber of Commerce is guided by a Board of Directors, chamber members who are business leaders in the area served.

Breckenridge Become

Businesses: Promoting businesses to help them prosper

Economy: Developing a strong and vibrant economy

Community: Building unity through business advocacy and leadership

Opportunity: Dreaming BIG for our town

Members: Serving and supporting membership

Empower: Combining efforts in creating a better quality of life.



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the January 10, 2023 Regular Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Regular Commission meeting January 10, 2023.

FINANCIAL IMPACT:

If applicable, enter financial impact.

STAFF RECOMMENDATION:

Move to approve.

January 10, 2023

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

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

BOB SIMS
BLAKE HAMILTON
ROB DURHAM
VINCE MOORE
GARY MERCER

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

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

CALL TO ORDER

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

Invocation led by Stacy Harrison

OPEN FORUM

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

Jean Hayworth, 207 E. 2nd.
Tye Brown, 1403 W. Wheeler St.

STAFF REPORT

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

City Manager

1. City Business.
2. Important Dates.

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

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

CONSENT AGENDA

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

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

Commissioner Moore moved to approve consent agenda item 3 as presented.
Commissioner Mercer seconded the motion. The motion passes 5-0.

ACTION ITEMS

4. Discussion and any necessary action regarding Chamber of Commerce Annual Report

This item was postponed to the February 7, 2023 regular meeting of the City Commission.

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

City Manager Cynthia Northrop stated that city staff reviews these fees on an annual basis. The main changes include adding fees associated with development such as platting and zoning that were not previously listed, and updating various fees that haven't been updated for several years such as permits and after hours inspections. New water meter costs associated with the AMI project are also included.

Commissioner Hamilton moved to approve Ordinance 2023-01 repealing and replacing Ordinance 2022-12 establishing a general fee schedule for the City of Breckenridge. Mayor Pro Tem Durham seconded the motion. The motion passes 5-0.

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

City Manager Northrop explained to commissioners that the city was not awarded the 2021/2022 Downtown Revitalization Grant, but was next in line to receive funding. Due to this, it was recommended that the city reapply for the 2023 year. As a part of the grant, the city sent proposals to three planning firms and only received a response back from Public Management. The staff is recommending the commission award the contract for administration services to Public Management.

Mayor Pro Tem Durham moved to approve Resolution 2023-02 awarding an administration contract for a 2023 CDBG Downtown Revitalization Grant to Public Management.
Commissioner Moore seconded the motion. The motion passes 5-0.

7. Discussion and any necessary action regarding proposal to add hiring incentive sign-on bonus

City Manager Cynthia Northrop addressed commission stating that the city has faced challenges in attracting and retaining employees post Covid. The city currently has nine open positions throughout the organization. The staff has been analyzing and implementing additional strategies to try and face these issues, such as training and advertising the benefits offered by the city. City Commission also previously increased the base pay across the organization. The proposal is to include a \$1500.00 sign-on bonus payable in three installments of \$500 with the first payment at three months, the second at twelve months, and the third at eighteen months. In addition, the employee would have to reimburse the city if employed for less than two years.

Commissioner Mercer moved to approve adding hiring incentive sign-on bonus. Commissioner Moore seconded the motion. The motion passed 5-0.

8. Discussion and any necessary action regarding updating the Personnel Policy with a Social Media Policy

City Manager Northrop stated that staff have been reviewing the personnel policy and identified several updates for commissioner consideration. This item adds a social media policy. The added policy will communicate clear expectations that respect the employee's freedom of speech and provide guidance.

Commission Hamilton moved to approve updating the personnel policy with a social media policy. Mayor Pro-Tem Durham seconded the motion. The motion passes 5-0.

9. Discussion and any necessary action regarding Resolution 2023-01 to reappoint members to the Planning and Zoning Commission and to set term of office for appointees.

City Secretary Jessica Sutter advised commissioners that the terms for both Planning and Zoning Members Genoa Goad and JB Sparks are set to expire on February 28, 2023. The resolution will reappoint both members for a term of three years expiring on February 28, 2026.

Mayor Pro Tem Durham moved to approve Resolution 2023-01 to reappoint members to the Planning and Zoning Commission and to set the term of office for appointees. Commissioner Moore seconded the motion. The motion passes 5-0.

10. Discussion and any necessary action regarding confirmation of BEDC Board recommendation for the Executive Director new hire

City Manager Cynthia Northrop introduced the Breckenridge Economic Council recommendation for Executive Director David Miller. David addressed commissioners by briefly describing his history and his goals for the City of Breckenridge.

Commissioner Moore moved to approve the BEDC Board recommendation David Miller for Executive Director. Commissioner Mercer seconded the motion. The motion passes 5-0.

EXECUTIVE SESSION

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

Real Property

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

11. American Legion Hall

Economic Development

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

12. EDC Director Recommendation

RECONVENE INTO OPEN SESSION

At 6:31 p.m., the City Commission reconvened into open session.

Commissioner Moore Moved to reject the received bid for the Americal Legion Hall and instruct the City Manager to repost with the stipulation that the bidder state the intended purchase of the property and agree to be open for business within three years or the property will revert back to the city at the original sale price. Commissioner Mercer seconded the motion. The motion passes 5-0.

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

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

ADJOURN

There being no further business, the Mayor adjourned the regular session at 6:33 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Consider approval of the January 24, 2023 Special Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Special Commission meeting January 24, 2023.

FINANCIAL IMPACT:

If applicable, enter financial impact.

STAFF RECOMMENDATION:

Move to approve.

JANUARY 24, 2023

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

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

BOB SIMS
BLAKE HAMILTON
ROB DURHAM
VINCE MOORE

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

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

ABSENT

COMMISSIONER PLACE 4
MAYOR BOB SIMS LEFT AT 6:40 P.M.

GARY MERCER

ADDITIONAL ATTENDEES LIST IS ATTACHED.

CALL MEETING TO ORDER

Mayor Sims called the special meeting to order at 5:32 p.m.

OPEN FORUM

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

No speakers.

WORKSHOP ITEMS

(Workshop items 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 on a future agenda for action.)

1. Discussion regarding strategic plan development.

City Manager Cynthia Northrop led strategic planning development session with the Mayor, Commissioners, City Staff, and Community leaders to set overall goals and objectives for the community. The goal for this session is to develop a vision, mission, and core values setting the stage for a strategic plan that provides a guide of action, improves resource utilization, motivation, commitment, sets performance standards, and allows flexibility.

ADJOURN

There being no further business, Mayor Pro Tem Durham adjourned the special session at 7:39 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary

STRATEGIC PLANNING SIGN-IN

Christi Tidrow

Meredith Luna

Stacy Harrison

Robert Quay

Jessica Fuller

Lacy Baker

JB Sparks

Chuck

Steve

Timothy

Mike B.

Wesley L.

Diane Latham

Bacel Cantrell

Brant Thurmond

Bob Sims

Blake Hamilton

Rob Skehan

Vince Moore

Will Thompson

Michael Roach

Bryan Allen

Stevie Watkins

Yuri Huntington

Tony Pilkington

Carla McGowan
McKeown

Debbie Breunon

David Miller



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Consider approval of the 2023 annual Police Department Racial Profiling Report.

Department: Police Department

Staff Contact: Bacel Cantrell

Title: Police Chief

BACKGROUND INFORMATION:

Texas Code of Criminal Procedure, Article 2.134, requires that a local law enforcement agency shall compile and analyze racial profiling data and submit a report to the Texas Commission on Law Enforcement (TCOLE) and to the governing body of the municipality served by the agency. The Breckenridge Police Department has submitted its racial profiling report to TCOLE and is now presenting that report to City Commission.

FINANCIAL IMPACT:

If applicable, enter financial impact.

STAFF RECOMMENDATION:

Move to approve the 2022 annual racial profiling report as presented.

Racial Profiling Report | Full

Agency Name: BRECKENRIDGE POLICE DEPT.
 Reporting Date: 01/30/2023
 TCOLE Agency Number: 429201

Chief Administrator: BACEL N. CANTRELL

Agency Contact Information:
 Phone: (254) 559-2211
 Email: bcantrell@breckenridgetx.gov

Mailing Address:
 210 East Dyer Street
 BRECKENRIDGE, TX 76424

This Agency filed a full report

BRECKENRIDGE POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the BRECKENRIDGE POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the BRECKENRIDGE POLICE DEPT. if the individual believes that a peace officer employed by the BRECKENRIDGE POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the BRECKENRIDGE POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the BRECKENRIDGE POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The BRECKENRIDGE POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article

2.133(c), Code of Criminal Procedure during the reporting period.

Item 6.

Executed by: BACEL N. CANTRELL
Chief of Police

Date: 01/30/2023

Total stops: 1260

Street address or approximate location of the stop

City street	1242
US highway	14
County road	0
State highway	1
Private property or other	3

Was race or ethnicity known prior to stop?

Yes	27
No	1233

Race / Ethnicity

Alaska Native / American Indian	3
Asian / Pacific Islander	9
Black	41
White	924
Hispanic / Latino	283

Gender

Female	409
Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	6
White	325
Hispanic / Latino	76
Male	851
Alaska Native / American Indian	2
Asian / Pacific Islander	8
Black	35
White	599
Hispanic / Latino	207

Reason for stop?

Violation of law	132
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	96

Hispanic / Latino	30
Preexisting knowledge	13
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	10
Hispanic / Latino	3
Moving traffic violation	515
Alaska Native / American Indian	2
Asian / Pacific Islander	5
Black	23
White	364
Hispanic / Latino	121
Vehicle traffic violation	600
Alaska Native / American Indian	1
Asian / Pacific Islander	4
Black	12
White	454
Hispanic / Latino	129
Was a search conducted?	
Yes	201
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	6
White	153
Hispanic / Latino	42
No	1059
Alaska Native / American Indian	3
Asian / Pacific Islander	9
Black	35
White	771
Hispanic / Latino	241
Reason for Search?	
Consent	67
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	47

Hispanic / Latino	19		
Contraband	8		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	7		
Hispanic / Latino	1		
Probable	66		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	2		
White	56		
Hispanic / Latino	8		
Inventory	9		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	9		
Hispanic / Latino	0		
Incident to arrest	51		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	3		
White	34		
Hispanic / Latino	14		
Was Contraband discovered?			
Yes	76	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	1	Yes 0	No 1
White	61	Yes 30	No 31
Hispanic / Latino	14	Yes 2	No 12
No	125		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	5		
White	92		
Hispanic / Latino	28		

Description of contraband

Drugs	45
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	38
Hispanic / Latino	7
Weapons	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	26
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	19
Hispanic / Latino	6
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	5
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	4
Hispanic / Latino	1

Result of the stop

Verbal warning	52
-----------------------	-----------

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	39
Hispanic / Latino	11
Written warning	751
Alaska Native / American Indian	3
Asian / Pacific Islander	8
Black	26
White	542
Hispanic / Latino	172
Citation	338
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	6
White	254
Hispanic / Latino	77
Written warning and arrest	8
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	6
Hispanic / Latino	1
Citation and arrest	78
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	61
Hispanic / Latino	14
Arrest	33
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	22
Hispanic / Latino	8
Arrest based on	
Violation of Penal Code	31
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	0
White	22
Hispanic / Latino	9
Violation of Traffic Law	4
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	2
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	84
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	65
Hispanic / Latino	12

Was physical force resulting in bodily injury used during stop?

Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1260
Alaska Native / American Indian	3
Asian / Pacific Islander	9
Black	41
White	924
Hispanic / Latino	283

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	<input checked="" type="checkbox"/>
Use Department's submitted analysis	<input type="checkbox"/>

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

BRECKENRIDGE POLICE DEPT.

01. Total Traffic Stops:	1260	
02. Location of Stop:		
a. City Street	1242	98.57%
b. US Highway	14	1.11%
c. County Road	0	0.00%
d. State Highway	1	0.08%
e. Private Property or Other	3	0.24%
03. Was Race known prior to Stop:		
a. NO	1233	97.86%
b. YES	27	2.14%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	3	0.24%
b. Asian/ Pacific Islander	9	0.71%
c. Black	41	3.25%
d. White	924	73.33%
e. Hispanic/ Latino	283	22.46%
05. Gender:		
a. Female	409	32.46%
i. Alaska/ Native American/ Indian	1	0.08%
ii. Asian/ Pacific Islander	1	0.08%
iii. Black	6	0.48%
iv. White	325	25.79%
v. Hispanic/ Latino	76	6.03%
b. Male	851	67.54%
i. Alaska/ Native American/ Indian	2	0.16%
ii. Asian/ Pacific Islander	8	0.63%
iii. Black	35	2.78%
iv. White	599	47.54%
v. Hispanic/ Latino	207	16.43%
06. Reason for Stop:		
a. Violation of Law	132	10.48%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	6	4.55%
iv. White	96	72.73%
v. Hispanic/ Latino	30	22.73%
b. Pre-Existing Knowledge	13	1.03%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	10	76.92%
v. Hispanic/ Latino	3	23.08%
c. Moving Traffic Violation	515	40.87%
i. Alaska/ Native American/ Indian	2	0.39%
ii. Asian/ Pacific Islander	5	0.97%
iii. Black	23	4.47%
iv. White	364	70.68%
v. Hispanic/ Latino	121	23.50%
d. Vehicle Traffic Violation	600	47.62%
i. Alaska/ Native American/ Indian	1	0.17%
ii. Asian/ Pacific Islander	4	0.67%
iii. Black	12	2.00%
iv. White	454	75.67%
v. Hispanic/ Latino	129	21.50%
07. Was a Search Conducted:		
a. NO	1059	84.05%
i. Alaska/ Native American/ Indian	3	0.28%
ii. Asian/ Pacific Islander	9	0.85%
iii. Black	35	3.31%
iv. White	771	72.80%
v. Hispanic/ Latino	241	22.76%
b. YES	201	15.95%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	6	2.99%
iv. White	153	76.12%
v. Hispanic/ Latino	42	20.90%
08. Reason for Search:		
a. Consent	67	5.32%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	1.49%
iv. White	47	70.15%
v. Hispanic/ Latino	19	28.36%
b. Contraband in Plain View	8	0.63%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	7	87.50%
v. Hispanic/ Latino	1	12.50%
c. Probable Cause	66	5.24%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	2	3.03%
iv. White	56	84.85%
v. Hispanic/ Latino	8	12.12%
d. Inventory	9	0.71%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	9	100.00%
v. Hispanic/ Latino	0	0.00%
e. Incident to Arrest	51	4.05%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	5.88%
iv. White	34	66.67%
v. Hispanic/ Latino	14	27.45%
09. Was Contraband Discovered:		
YES	76	6.03%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	1	1.32%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	1	
iv. White	61	80.26%
Finding resulted in arrest - YES	30	
Finding resulted in arrest - NO	31	
v. Hispanic/ Latino	14	18.42%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	12	
b. NO	125	9.92%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	5	4.00%
iv. White	92	73.60%
v. Hispanic/ Latino	28	22.40%
10. Description of Contraband:		
a. Drugs	45	3.57%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	38	84.44%
v. Hispanic/ Latino	7	15.56%
b. Currency	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Weapons	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Alcohol	26	2.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	3.85%
iv. White	19	73.08%

Racial Profiling Analysis Report

v. Hispanic/ Latino	6	23.08%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	5	0.40%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	4	80.00%
v. Hispanic/ Latino	1	20.00%
11. Result of Stop:		
a. Verbal Warning	52	4.13%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	2	3.85%
iv. White	39	75.00%
v. Hispanic/ Latino	11	21.15%
b. Written Warning	751	59.60%
i. Alaska/ Native American/ Indian	3	0.40%
ii. Asian/ Pacific Islander	8	1.07%
iii. Black	26	3.46%
iv. White	542	72.17%
v. Hispanic/ Latino	172	22.90%
c. Citation	338	26.83%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.30%
iii. Black	6	1.78%
iv. White	254	75.15%
v. Hispanic/ Latino	77	22.78%
d. Written Warning and Arrest	8	0.63%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	12.50%
iv. White	6	75.00%
v. Hispanic/ Latino	1	12.50%

Racial Profiling Analysis Report

e. Citation and Arrest	78	6.19%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	3.85%
iv. White	61	78.21%
v. Hispanic/ Latino	14	17.95%
f. Arrest	33	2.62%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	3	9.09%
iv. White	22	66.67%
v. Hispanic/ Latino	8	24.24%

12. Arrest Based On:

a. Violation of Penal Code	31	2.46%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	22	70.97%
v. Hispanic/ Latino	9	29.03%
b. Violation of Traffic Law	4	0.32%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	50.00%
v. Hispanic/ Latino	2	50.00%
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	84	6.67%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	7	8.33%
iv. White	65	77.38%
v. Hispanic/ Latino	12	14.29%

Racial Profiling Analysis Report

13. Was Physical Force Used:

a. NO	1260	100.00%
i. Alaska/ Native American/ Indian	3	0.24%
ii. Asian/ Pacific Islander	9	0.71%
iii. Black	41	3.25%
iv. White	924	73.33%
v. Hispanic/ Latino	283	22.46%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	

14. Total Number of Racial Profiling Complaints Received: 0

REPORT DATE COMPILED 01/30/2023



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Public Notice for Public Hearing, for both P&Z Commissioners and City Commissioners, was placed in the newspaper of record as required to amend the Zoning. P&Z held the PH on Tuesday January 3, 2023 .

The current sign ordinance for the Central Business District is cumbersome and confusing. To clarify, streamline processes, promote economic development, and maintain a uniform approach to signage in the Downtown Business District, staff has been reviewing our current sign ordinance. Staff has discussed these updates with the BEDC, the Breckenridge Downtown Development Council and the City Attorney. The updates will accomplish:

1. Streamline process by removing the sign ordinance from the Zoning section of our ordinances to the Municipal section.
2. The updates are more concise, will clarify rules and regulations and will support economic development while maintaining consistency and a uniform approach to signage in the Downtown area.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Consider request



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discuss and consider approving Ordinance 2023-03 amending Chapter 22, Zoning, of the Breckenridge Code of Ordinances to update regulations pertaining to signs and to adopt those sign regulations as a separate chapter in the code.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The current sign ordinance for the Central Business District is cumbersome and confusing. To clarify, streamline processes, promote economic development, and maintain a uniform approach to signage in the Downtown Business District, staff has been reviewing our current sign ordinance. Staff has discussed these updates with the BEDC, the Breckenridge Downtown Development Council and the City Attorney. The updates will accomplish:

1. Streamline process by removing the sign ordinance from the Zoning section of our ordinances to the Municipal section.
2. The updates are more concise, will clarify rules and regulations and will support economic development while maintaining consistency and a uniform approach to signage in the Downtown area.

FINANCIAL IMPACT:

None

STAFF RECOMMENDATION:

Consider request

~~Language from Section 22-8 being removed~~

Language being added

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS BY ADDING CHAPTER 19, “SIGNS”, TO THE BRECKENRIDGE CODE OF ORDINANCES AND AMENDING CHAPTER 22, “ZONING”, OF THE BRECKENRIDGE CODE OF ORDINANCE; ADOPTING REGULATIONS REGARDING SIGNS WITHIN THE CITY; AMENDING REGULATIONS REGARDING SIGNS IN THE CENTRAL BUSINESS DISTRICT; PROVIDING A PENALTY; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge, Texas (the “City”) is a home-rule city operating pursuant to its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, the City has the power to adopt ordinances “necessary to protect health, life, and property” within the City, as long as those ordinances are not inconsistent with State law, pursuant to Section 3.2 of the Charter;

WHEREAS, pursuant to Section 216.901 of the Texas Local Government Code, home-rule cities may “license, regulate, control, or prohibit the erection of signs or billboards...by ordinance” and, pursuant to Section 216.902 of the Texas Local Government Code, a city “may extend the provisions of its outdoor sign regulatory ordinance and enforce the ordinance within its area of extraterritorial jurisdiction”;

WHEREAS, pursuant to this authority, the City Commission of the City of Breckenridge (the “City Commission”) wishes to adopt amended regulations concerning signs within the Central Business District of the City and to relocate the general sign regulations to a separate to aid in the efficiency of future revisions; and

WHEREAS, because this Ordinance amends Chapter 22, “Zoning”, of the Breckenridge Code of Ordinances, pursuant to Sections 211.006 and 211.007 of the Texas Local Government Code, the Breckenridge Planning and Zoning Commission and the City Commission held public hearings regarding this Ordinance on December 5, 2022 and December 6, 2022, respectively, for which proper notice was given.

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

I. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

II. Amendment to Chapter 22. Chapter 22, “Zoning”, of the Breckenridge Code of Ordinances is hereby amended by deleting and reserving Section 22-8.

III. Addition of Chapter 19. The following provisions are hereby enacted to regulate signs within the City, to be codified as Chapter 19, “Signs”, of the Breckenridge Code of Ordinances:

CHAPTER 19. SIGNS

ARTICLE I. IN GENERAL

Sec. 19-1. Purpose.

The purpose of this Chapter is to provide a uniform sign ordinance and standard which promote a positive city image reflecting order, harmony, and pride; and thereby strengthening the economic stability of the Breckenridge business community, as well as cultural and residential areas. Objectives to be pursued in applying specific standards are as follows:

- (a) To identify individual business, residential, and public uses without creating confusion, unsightliness, or visual obscurity of adjacent businesses.
- (b) To assure that all signs in terms of size, scale, height, and location are properly related to the overall adjacent land use, character, and development lot size.
- (c) To assure that all signs, sign supports, and sign bases shall be so constructed and designed to provide for design compatibility with development in terms of materials used, form, color, lighting, and style.
- (d) To accommodate the free speech right to express ideas by displaying a sign, while balancing this right against the cumulative public impacts of signs.

Sec. 19-2. General Provisions.

- (a) It shall be unlawful for any sign to be located with the City of Breckenridge that does not conform to all the provisions, standards, and procedures of this Chapter. The following governmental agencies are exempt from the provisions of this Chapter: (1) City of Breckenridge, (2) State of Texas, and (3) United States Federal Government.
- (b) Persons Responsible. The permittee, owner, agent, person, or persons having the beneficial use of the ground of a sign, the owner of the land or structure on which the sign is located, and the person in charge of erecting the sign are all subject to the provisions of this Chapter and are subject to the penalty provided for violations of this Chapter.
- (c) Pursuant to Chapter 216 of the Texas Local Government Code, the City Commission of the City of Breckenridge hereby extends the provisions of this Chapter to the City’s extraterritorial jurisdiction.

(d) Penalties. Violations of the terms of this Chapter shall be punishable as stated in Sec. 1-6 of this Code.

Sec. 19-3. Definitions.

- (a) Commercial Message. An image on a sign that proposes or promotes a commercial transaction, or concerns the economic interest of the advertiser and/or the audience.
- (b) Erect. To build, construct, attach, hang, place, suspend, or affix.
- (c) Face or surface. The surface of the sign upon, against, or through which the message is displayed or illustrated on the sign.
- (d) Front Building Face. That building face that is the primary access into a building or lease space, as determined by the Building Inspector. The determination of front building face applicable to building spaces within a multiple occupancy building shall include all building frontage that is integral to the lease space and constructed as storefront for the purpose of visibility and/or access. The area of the front building face shall be height or the vertical plane from the ground to the top of the building times the length of the front building face, exclusive of any architectural features or roof lines, as determined by the Building Inspector.
- (e) Gross Surface Area of Sign. The entire area within a single continuous perimeter enclosing the extreme limits of each sign. A sign having information on two (2) surfaces shall be considered as a single sign providing that the surfaces are located back to back and contain identical copy. A sign having information on two (2) or more surfaces with different copy shall be calculated as the sum of all portions and evaluated as a single sign. In the event two (2) or more signs share a single structure, i.e., directory signs, or signs on v-shaped structures, each sign or panel shall be considered separately for square footage purposes, provided that the combined area of such signs cannot exceed the total square footage allowed on a single sign.
- (f) Height. The height of a sign shall be measured from an average elevation of the finished grade along the area of sign installation, excluding any artificial berming, to the highest point of the sign.
- (g) Incombustible Material. Any material which will not ignite or at below a temperature of one thousand two hundred degrees Fahrenheit (1,200 F), and will not continue to burn or glow at that temperature.
- (h) Logo. Any formalized design or insignia of a company or product, which is commonly used in advertising to identify that company or product.
- (i) Noncommercial Message. A message that visually displays speech or images not pertaining to commercial matters. Noncommercial messages commonly concern religion, politics, social commentary, and other matters of public debate.
- (j) Premises. A lot or unplatted tract or combination of contiguous lots or tracts if under single ownership as reflected in the plat records.
- (k) Setback. A line defining an area on the site between the existing street right-of-way and the line within which no sign shall be constructed, encroach, or project except as specifically authorized by this Chapter.
- (l) Sign. Every sign, name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, beacon, light, or insignia, and

structure supporting any of the same, affixed directly or indirectly to or upon a piece of land, which directs attention to any object, product, service, place, activity, person, institution, organization, or business.

(m) Sign, abandoned. Any sign without a current, valid permit or that does not identify or advertise a bona fide business, lessor, service, owner, product, event, or activity, or pertains to a time, event, or purpose that no longer applies.

(n) Sign, apartment. Any sign identifying an apartment building or complex of apartment buildings.

(o) Sign, agricultural. Any sign identifying the farm or ranch on which it is placed and advertising the produce, crops, animals, or poultry raised or quartered thereon.

(p) Sign, awning. A sign that is applied or attached to an awning or other cover intended for protection from the weather or as a decorative embellishment, projecting from a wall or roof of a structure over a window, walk, door, or the like.

(q) Sign, banner. A temporary sign generally constructed of cloth, plastic, or paper.

(r) Sign, canopy. A sign that is applied, attached, or affixed on a canopy or other roof-like cover over gasoline fuel pumps, vacuum area at car detail facilities, or other areas where services are provided to a patron in a vehicle intended for protection from the weather or as a decorative embellishment. A canopy sign may contain only the business' name and/or logo on the canopy band.

(s) Sign, changeable electronic variable message (CEVMS). A sign that permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use including an LED light emitting diode or digital sign which varies in intensity or color. A CEVMS sign does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) approved by the Federal Highway Administrator as the National Standard.

(t) Sign code application area. The corporate limits of the city and the area of its extraterritorial jurisdiction.

(u) Sign, construction. Any temporary sign identifying the property owner, decorator, or financier engaged in the design, construction, or improvement of the premises on which the sign is located.

(v) Sign, directional. A temporary sign which is limited, exclusively, to the identification of a specific premises, occupancy, or owner of said premises located elsewhere, and which tells the location of and/or route to said premises or occupancy.

(w) Sign, identification. Any sign that is used to identify shopping centers, industrial and commercial parks, office districts, and retail districts. These signs are not intended to identify individual businesses or activities within a center or district.

- (x) Sign, illuminated. Any sign which has characters, letters, figures, designs, or outline illuminated by electric lights. These lights shall not interfere with traffic or surrounding land use.
- (y) Sign, institutional. An accessory sign relating to a church, school, or other public institution.
- (z) Sign, marquee. Any sign upon which letters may be attached and removed freely.
- (aa) Sign, mobile home. An accessory sign identifying the name and address of a mobile home park and promoting the sale or rental of mobile home sites.
- (bb) Sign, model home. Any temporary sign used for the advertised sale of a particular structure represented by a model or show home.
- (cc) Sign, name plate. An accessory sign identifying the name and address of the owner or occupant in a commercial or public institutional building.
- (dd) Sign, nonresidential identification. Any sign that is used to identify shopping centers, industrial and commercial parks, office districts, and retail districts. These signs are not intended to identify individual businesses or activities within a center or district.
- (ee) Sign, off-premise. A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.
- (ff) Sign, on-premise. A sign identifying or advertising a business, person, or activity, and installed and maintained on the same premises as the business, person, or activity.
- (gg) Sign, pedestrian. Any sign suspended from an awning or canopy oriented to pedestrian or street-level visibility.
- (hh) Sign, permanent. A sign intended to be used for a period of longer than six (6) months.
- (ii) Sign, pole. Any permanent free-standing pole sign, using either monopole or dual-pole design.
- (jj) Sign, political. Any temporary sign used to advertise a political candidate's or party's bid for elective office.
- (kk) Sign, projecting. Any sign that projects, either horizontally or vertically, from a building and that has one (1) end attached to that building or other permanent structure.
- (ll) Sign, real estate. Any temporary sign used to advertise the sale or lease of a piece of real property.
- (mm) Sign, sandwich. Any two-sided, A-frame, free-standing portable sign with permanent wording or artwork.
- (nn) Sign, temporary realtor open house directional. Any temporary sign used for directing realtors and potential home buyers to homes for sale within the city which are open for public viewing.

(oo) Sign, traffic. Any sign used for traffic control purposes.

(pp) Sign, wall. ~~Any sign that is attached to the face of a wall, including windows or doors, to advertise businesses in that building.~~ A sign fastened to or painted on a wall of a building or structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than twelve (12) inches from such building.

(qq) Sign, weekend development directional. A temporary sign that is limited exclusively to the identification of a development, constating of more than one (1) lot available for new construction and that indicates the route to said development. For the purposes of this definition, a development shall be inclusive of all phases.

(rr) Sign, window. Any sign painted or applied to window glass.

(ss) Temporary. A period of six (6) months or until the advertised event is concluded, whichever comes first. If the sign is required for a longer period of time, then re-application must be made.

Sec. 19-4—19-9. Reserved.

ARTICLE II. SIGN PERMITS

Sec. 19-10. Sign Permit Requirements.

(a) Permit Required. It shall be unlawful for any person to erect, replace, alter or relocate any sign without first obtaining a permit to do so from the building inspector within the City of Breckenridge, except as provided in Section 19-11. A permit is not required to repaint, change copy, or resurface an existing sign. Every permit issued by the building inspector under the provisions of this chapter shall expire and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is started, for a period of one hundred ninety (190) days.

(b) Issuance of Permit. After ensuring that the applicant has complied with all provisions of this chapter and that the proposed sign complies with all provisions of this chapter, the building inspector shall issue a sign permit to the applicant.

(c) Revocation. The building inspector may suspend or revoke any permit issued under the provisions of this chapter whenever he shall determine that the permit is issued in error or on the basis of incorrect or false information supplied, or whenever such permit is issued in violation of any of the provisions of this ordinance or any other ordinance of this city, of laws of this state or the federal government that were in effect at the time the permit was issued. Such suspension or revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the premises upon which the sign is located.

(d) Validity of Permit. A permit is void if it is issued in conflict with the provisions of the sign ordinance. The building inspector shall inform the applicant should a permit be voided. The removal of the sign shall be at the expense of the applicant.

- (e) Failure to Pay Permit Fees. If a sign should be installed, erected, replaced, altered, or relocated without a permit for such work, the applicable permit fee shall be doubled.
- (f) Drawings Required. Before a permit will be issued, the applicant must submit an application, two (2) copies of a scaled drawing of the desired sign and a site plan showing the sign location. One (1) copy of the drawings will be kept on permanent file with the application.
- (g) Inspections. All sign installations are to be inspected by the building inspector so as to determine compliance with the approved application and permit previously issued. Should the newly erected or placed sign be in violation with the approved permit application, the sign is to be corrected immediately and brought into compliance. The building inspector shall also inspect at times he deems necessary, each sign regulated by this chapter for the purpose of determining whether the sign is in need of removal or repair, or has been abandoned.
- (h) Sign Information. Every sign erected after the passage of this chapter shall have displayed in a conspicuous place thereon, in letters not less than one (1) inch in height, the date of erection, the number of the permit issued pursuant to this chapter, and the voltage of any electrical apparatus used in connection therewith, and the sign erector's name and address.
- (i) Wind Pressure and dead load requirements. All permanent signs shall be designed and constructed to withstand a wind pressure of not less than thirty (30) pounds per square foot of area, and shall be constructed to receive dead loads as required by the building code of the City of Breckenridge as it now exists or may hereafter be amended.
- (j) Condition of signs. All signs and supports shall be maintained in good condition to prevent deterioration, oxidation, rust, and other unsightly conditions.

Sec. 19-11. Signs Exempt from Permitting Procedures.

Application for a permit shall not be required for the following signs, provided, however, such signs shall otherwise comply with all other applicable sections of this chapter.

- (a) Noncommercial message and message substitution.
 - (1) Message substitution. A noncommercial message that is within the protection of the First Amendment to the U.S. Constitution may be substituted, in whole or in part, for any message on any sign authorized by this chapter. Message substitution is a continuing right that may be exercised any number of times. No permit is required for such message substitution, unless there is a change in the physical structure of the sign displaying the message. This provision does not authorize the substitution of an off-premise commercial message in place of an on-premise commercial message.
 - (2) Noncommercial messages. Properties zoned residential/multifamily may display any noncommercial message within the protection of the First Amendment to the U.S. Constitution on any parcel and at any time, subject to the following:
 - (A) Maximum effective area cannot be greater than sixteen (16) feet;

- (B) Cannot be more than five (5) feet high;
- (C) Cannot be illuminated or have moving elements; and
- (D) Are not prohibited by subsection 8-103.

- (b) Temporary political signs. See Section 19-21(p).
- (c) Occupational signs. Not exceeding two (2) square feet in area, denoting only the name and profession of an occupant in a commercial or public institutional building.
- (d) Memorial signs or tablets. Names on buildings and date of erection, when cut into any masonry surface or when constructed of bronze or other incombustible material.
- (e) Flags, emblems and insignia. Of any governmental body and decorative displays for holidays or public demonstrations and that do not contain advertising.
- (f) On-premise traffic signs. Not exceeding eight (8) square feet used primarily to denote entrances and exits and other directional information.
- (g) Residential real estate signs. Not exceeding five (5) square feet advertising the sale or lease of an individual residential structure.
- (h) Temporary realtor open house directional signs. See Section 19-21(r).

Sec. 19-12. Removal or Repair of Certain Signs.

All signs must be kept clean, neatly painted, free from all hazards, including, but not limited to, faulty wiring and loose fastenings, and be maintained in a safe condition at all times so as not to be detrimental to the public health and safety. In the event that the building inspector determines that any sign is not properly maintained, he shall give written notice to the person or persons responsible for such sign. If the sign is not repaired or removed within sixty (60) days of such notice, the permit shall be revoked and the building inspector is hereby authorized to cause the removal of the sign. If such sign cannot be demolished because it is painted on a non-sign structure, such sign shall be painted over or removed by sandblasting.

- (a) Any sign for which the building inspector or his designee has made the following determination, shall be subject to immediate removal without further notice to any party who may be affected by the removal:
 - (1) That the sign is located or erected, without permission, consent or authorization, on property either owned by the city or held by the city for public use, including but not limited to, property such as medians, parkways, streets, sidewalks, alleys or parks; or
 - (2) If the building inspector or his designee determines that sign is an immediate danger to the public, whether because of its location, the manner of its construction, its potential for causing fire, or any other reason, and must be removed to prevent potential danger to the public.

(b) Any expense incident thereto shall be paid by the owner of the land, building, or structure. The building inspector may also file a lien against the property in the amount of the cost of any and all such work.

(c) An exemption for signs with historic and artistic significance may be considered by the city commission.

Sec. 19-13. Nonconforming Signs.

(a) In General. Every sign or other advertising structure lawfully in existence upon adoption of this ordinance that violates or does not conform to the provisions hereof, shall not be moved, altered, repaired, expanded, or the use intensified unless it is made to comply with all the provisions of this ordinance. This provision shall not apply to repainting or changing copy on an existing nonconforming sign. It is prohibited to alter a nonconforming sign by converting it to a changeable electronic variable message sign (CEVMS). For purposes of this section, alteration or repair shall mean at least sixty (60) per cent of the replacement cost of the subject sign. The building inspector shall determine whether the proposed alteration or repair exceeds sixty (60) per cent of the replacement cost.

(b) Exception. If any nonconforming sign is removed as a result of any eminent domain action by the city, such sign shall be allowed to be replaced or reconstructed as long as such replacement or reconstruction occurs within sixty (60) days of the sign being removed.

Sec. 19-14—19-19. Reserved.

ARTICLE III. SIGN STANDARDS

Sec. 19-20. Structural Standards.

(a) General Sign Provisions. All signs located or to be located within the City of Breckenridge shall conform to the general provisions set forth in the sign standards table. In addition, the following specific standards shall apply.

(b) Marquee Signs. Marquee signs erected on the face of a marquee shall be built as an integral part of the marquee. Such sign faces shall not have a vertical height of more than four (4) feet, nor exceed seventy-five (75) per cent of the width of such building or store frontage, nor the sign standards of the sign standards table. Vertical clearance shall be subject to the requirements of subsection (c) of this section. No sign shall be allowed to overhang public property.

(c) Wall Signs. Wall signs may be painted on a window or door, but no other building surface. All other wall signs shall be attached to, and not painted onto any building. The sign brackets or supports for wall signs may not project more than two (2) inches from said wall. Such sign faces shall not have a vertical height of more than six (6) feet nor exceed ten (10) per cent of the front face area of the building or store front as established in approved plans submitted to the city, or sixty (60) square feet, whichever is greater, nor exceed seventy-five (75) per cent of the width of such building or store frontage, nor the sign standards of the sign standards table. Vertical clearance shall be subject to the requirements of Section 19-20(e). When a building has frontage on two (2) or more public roads with no developed or developable property intervening, the allowable sign area may be calculated for each

building face that fronts a road. In no case shall more than the calculated maximum signage for any single face be placed on that face. In no case shall the allowable sign area of a building face, other than the front face, exceed the allowable sign for the front building face.

(d) Projection Signs. No sign shall be allowed to overhang public property. Vertical clearance shall be subject to the requirements of paragraph (5) of this section. Such sign faces shall not have a vertical height of more than four (4) feet, nor exceed seventy-five (75) per cent of the width of the building or store frontage, **nor the sign standards of the sign standards table.**

(e) Project of Marquee, Wall, and Projection Signs over Private Property. Projection of signs over private property allowed over pedestrian sidewalks, walkways, and corridors shall not exceed the following:

Vertical Clearance	Maximum Projection
7 feet or less	3 inches
7 feet to 8 feet	12 inches
8 feet or more	4 feet

Projection or overhang of sign over driveways shall have a minimum vertical clearance of fourteen (14) feet.

(f) Free Standing Signs.

(1) Any projection or overhanging portion of the sign must be a minimum of fourteen (14) feet above driveways, sidewalks, walkways, and corridors.

(2) Such signs shall be protected by wheel or bumper guards required by the Building Inspector when he determines that a hazard exists.

Sec. 19-21. Functional Standards.

(a) General Sign Provisions. All signs located or to be located within the City of Breckenridge shall conform to the general provisions set forth in the **sign standards table**. In addition, the following specific requirements shall be followed: All structures will be of the monopole and dual-pole design and require an engineer's seal on drawings.

(b) Agricultural Signs. All agricultural signs shall be no less than three hundred (300) feet from any other agricultural sign.

(c) Awning Signs. Awning signs are subject to size regulations for wall signs. If an awning and wall sign are used in conjunction with one another, the total footage of both signs must be added together to determine the total allowable square footage under this chapter.

(d) Banner Signs. Temporary banner signs may be used for advertisement of events, activities, products or commodities as follows:

(1) Banner Signs for Non-profit Agencies. Off-premise and on-premise temporary banner signs may be used to advertise activities or events that are sponsored by a non-profit or governmental agency or group to benefit a program or activity of that agency or group under the following conditions:

- (A) Non-profit agencies submitting an application for a banner under this section must provide a certificate of non-profit status issued by the Internal Revenue Service.
- (B) No more than one (1) on-premise and no more than two (2) off-premise banners may be erected for any specific event or activity for a period not exceeding fourteen (14) days.
- (C) Such banners shall not exceed sixty (60) square feet.
- (D) Banners erected by non-profit agencies under this section must apply for a permit as prescribed by this chapter, but shall be exempt from the permit fee requirements.
- (E) The placement of such banners shall meet the terms of this chapter and shall be maintained during the period of time they are erected. Banner signs proposed under this section may be placed in or over public rights-of-way only upon approval of the building inspector and all applicable public agencies. The city may remove any banner signs not adequately maintained over public right-of-way.
- (F) Non-profit banner signs must be braced across the top with a rigid support, such as a metal rod, PVC pipe, or some other means of support to prevent the banner from sagging. The city may remove any banner signs that are displayed without meeting these bracing requirements.
- (G) Non-profit banners with expired permits must be removed within twenty-four (24) hours of the permit expiration.

(2) Banner Signs for all other Advertising Purposes. On-premise temporary banners are hereby authorized under the following conditions:

- (A) Banners shall not exceed sixty (60) square feet in area.
- (B) The placement of banners shall meet the terms of this chapter and shall be maintained during the entire time they are erected.
- (C) Banners are required to be permitted by the building inspector prior to installation and are subject to all required fees.
- (D) No more than one (1) on-premise and no off-premise banners may be permitted for any specific business.
- (E) Banners may advertise specific onsite special events, product, or commodity promotions or grand openings, or shall provide leasing information but may not be used for general advertising purposes.
- (F) Banner permits will be valid for a period not to exceed thirty (30) days and additional banner permits for the same location will not be issued for a period of thirty (30) days from the expiration date of the previous permit.
- (G) Grand opening banners may be used for a period of up to thirty (30) days any time after the issuance of a certificate of occupancy. Businesses may only use this provision one (1) time.
- (H) Coming soon banners may be used prior to the issuance of a certificate of occupancy, for a period of up to sixty (60) days.
- (I) Change of business banner. A "name only" banner may be used for a period of up to thirty (30) days after a sign permit has been applied for, and while a new sign is being made.

(J) Going out of business banners may be used for a period of up to sixty (60) days before the closing of a business. Businesses may only use this provision one (1) time.

(K) A banner with an expired permit must be removed within twenty-four (24) hours after the permit's expiration.

(e) Canopy Signs. Canopy signs shall not exceed fifteen (15) square feet in size or fifty (50) per cent of the canopy face area per canopy facade, whichever is less. Signs must be attached directly to the exterior face of the canopy band. Signs shall not extend above or below the canopy band.

(f) Changeable Electronic Variable Message Signs (CEVMS). CEVMS signs are subject to the same size and location restrictions as other signs regulated by this article. In addition, CEVMS signs are subject to the following restrictions:

(1) Any change of pictures or information on the CEVMS sign shall not produce the illusion of blinking, flashing, expanding or contracting shapes, rotation or any similar effect of animation. Scrolling of text is allowed, however, it shall not last any longer than five (5) seconds.

(2) There shall be a minimum period of five (5) seconds between any change of pictures, information, or scrolling on the CEVMS.

(g) Construction Signs. Construction signs shall be removed from the site upon issuance of a certificate of occupancy.

(h) Development Signs. Development signs shall be removed from the site at the developer's expense upon seventy-five (75) per cent occupancy of the subdivision.

(i) Directional Signs. All directional signs shall be no less than two hundred (200) feet from any other directional sign.

(j) Directory Signs. Directory signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots with over one hundred (100) feet of frontage and less than two hundred (200) feet of frontage, and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less, and a minimum of sixty (60) feet from any other free standing sign. The maximum area for directory signs shall not exceed forty (40) square feet per tenant within a site. In no case shall a separate directory sign and identification sign be permitted on the same frontage. Both signs shall only be allowed along the same frontage as one (1) combined sign. The allotment of the total allowed area shall be the responsibility of the subdivision or site owner; however, in no case shall any one (1) tenant or business be allowed more than fifty (50) per cent of the total allowed sign area.

(k) Central Business District Signs. All signs in the downtown central business district shall be designed, constructed and affixed so as to promote and not visually obscure the significant architectural features of the district and its buildings. The Central Business District is defined as the area of downtown bounded by Dyer/Hullum Streets and McAmis/Veale Avenues (Blocks 1-22 and 74, Original Town, and Block 9, Curry Addition).

(1) Conflict Between Subsections. Where there is conflict between the sign standard regulations in this Chapter 19, this Section 19-21(k) shall govern in this district. Requirements

in this section are applicable only in the Central Business District (CBD); however, other requirements within the Sign Ordinance may be applicable to this section.

- (2) Regulations concerning the number of signs are as follows:
 - (A) Each building may have one (1) wall sign or projecting sign oriented to its primary or entrance frontage.
 - (B) A building located at a corner may also have one (1) wall sign oriented to its secondary or side-street frontage.
 - (C) Awning signs on awning faces may be used in lieu of a wall sign or projecting sign.
 - (D) In addition to a wall sign, projecting sign or awning face sign, a building may have one (1) pedestrian sign oriented to each street on which the premises have frontage, relating to each occupancy within the building.
 - (E) Each building is permitted one (1) sandwich sign.
 - (F) Buildings with public rear entrances may also have one (1) pedestrian sign oriented to the rear of the building, relating to each occupancy within the building.
- (3) The location of the signs are permitted as follows:
 - (A) No sign shall be allowed above the second story windows of a building.
 - (B) Awning signs shall be allowed when such signs are painted or applied flat against the awning surface.
 - (C) Pedestrian signs shall be allowed when such signs have a minimum clearance of seven (7) feet from the sidewalk and do not extend beyond the awning or canopy projection.
 - (D) Projecting signs shall have a minimum clearance from the sidewalk of ten (10) feet and shall not project more than sixty (60) inches, or one-half (1/2) of the sidewalk width, whichever is less.
 - (E) No wall sign shall protrude more than twelve (12) inches from the wall to which it is attached.
 - (F) Sandwich signs may be placed outside only when the business is open and must be properly anchored or weighted against the wind.
- (4) Regulations for the size of signs is as follows:
 - (A) Wall sign maximum size shall be based on the following:
 - (i) For every one (1) linear foot of building primary or entrance footage, two (2) square feet of sign shall be allowed.
 - (ii) Wall signs on secondary or side-street frontage shall not extend the size of wall signs on the primary or entrance footage.
 - (B) Window signs shall cover no more than forty (40) per cent of the total glass areas of the window on which they are placed. The sign coverage shall be determined by an imaginary square or rectangle that encompasses the window sign graphics.
 - (C) Each face of a pedestrian sign shall be no more than eight (8) square feet in size.
 - (D) Awning sign size shall follow wall sign maximum sizes but shall not exceed the surface of the awning.
 - (E) Projecting signs shall be no more than fifteen (15) square feet in size, with a maximum sign height of three (3) feet.

(F) — The maximum height of any sandwich sign is forty-eight (48) inches, and a minimum clearance of six (6) feet must be maintained on the sidewalk for pedestrian access.

(G) — No display surface shall contain more than ten (10) items of information, except where the name of the occupant of the premises contains more than ten (10) items of information and the display surface contains only the name of the occupant. An item of information means any of the following: a syllable of a word, an abbreviation, a number, a symbol, a geometric shape, a slogan. In computing items of information, letters less than three (3) inches in height, if contained in a wall sign, shall not be counted.

(5) — Prohibited materials for use in the signs are as follows:

(A) — Interior illumination for signs or awnings shall not be allowed.

(B) — Plastic shall not be allowed for sign faces.

(C) — No fluorescent materials and/or paints shall be allowed.

(f) — General provisions and limitations for the signs are listed as follows:

(A) — The standards and regulations specified in this section shall apply to new signs in the CBD that will be erected or existing signs that will be changed, all of which sign permits must be obtained.

(B) — The provisions herein contained are applicable to location, size and placement of signs and shall otherwise be considered supplementary to the city requirements, and no provision specified herein shall be construed to otherwise amend or nullify any provision of any other city requirement or other regulation pertaining to the erection, maintenance and operation of signs in the city.

(C) — Devices consisting of banners, streamers, pennants, windblown propellers, strung light bulbs and similar installations shall be prohibited unless approved by the city manager for noncommercial use.

(D) — Animated, rotating or other moving or apparently moving signs shall be prohibited.

(E) — Signs of any type shall not cover or interrupt an existing mural.

(F) — Other than sandwich signs, no other portable signs are permitted.

(G) — Signs painted on the glass windows, exterior banners or posters, when placed on a building in connection with special events, promotions and holidays, are considered temporary and may be placed for a period not to exceed twenty (20) consecutive days. Any such temporary signs shall be removed within ten (10) days of expiration of the special event, promotion or holiday. Banner may not exceed thirty (30) square feet in area. Temporary signs are excluded from the maximum allowable sign area per building.

(H) — Murals shall be allowed with approval by the city commission and will require a permit.

(2) **Functional/Structural Types Permitted.** The following permitted functional uses shall be limited to the associated structural types of signs:

(A) **Nameplate Signs:**

(i) **Wall**

- (B) On-Premise Signs:
- (i) Wall signs
 - (ii) Ground signs
 - (iii) Awning, canopy, marquee
 - (iv) Projecting
 - (v) Sandwich board

- (C) Real Estate Signs:
- (i) Wall

(3) Number of Signs Permitted.

- (A) Nameplate: One (1) per storefront.

- (B) On-Premise Signs: Awning, canopy, marquee, and either one (1) wall sign per each individual wall for each lease space or one (1) projecting sign, and one (1) ground sign per platted lot, and one (1) portable sandwich board per building.

- (C) Real Estate: One (1) per storefront.

(4) Maximum Gross Surface Area.

- (A) Nameplate: Two (2) square feet.

- (B) Projecting Signs: Twenty-five (25) square feet.

- (C) Real Estate: Sixteen (16) square feet.

- (D) Wall Signs: Fifteen (15) percent of the wall.

- (E) Awning, Canopy, and Marquee: Twenty-five (25) percent of the awning, canopy, or marquee.

- (5) Maximum Height. No sign shall protrude above the roof or eave line of the principal structure. Projecting signs shall be a minimum of eight (8) feet above sidewalk grade and shall not protrude above the roof or eave line of the principal structure.

- (6) Required Setback: Property line, unless obstructing view of traffic.

- (7) Illumination. Illuminated signs are permitted for nameplate and on-premise signs only.

(l) General Business Signs. Each free standing building shall be allowed one (1) free standing sign. Such free standing signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots with over one hundred feet (100) and less than two hundred (200) feet of frontage and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less, and a minimum of sixty (60) feet from any other free standing sign. A business shall be allowed any number of attached wall, projection

or marquee signs so long as the total face area of the attached signs does not exceed ten (10) per cent of the front face area of the building or store front as established in approved plans submitted to the city, or sixty (60) square feet, whichever is greater, or exceed six (6) feet in height. A pole sign is required to have a minimum of seven (7) feet clearance from grade to the bottom of the sign cabinet.

(m) Identification Signs. Identification signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots with over one hundred (100) feet and less than two hundred (200) feet of frontage, and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less and a minimum of sixty (60) feet from any other free standing sign.

(n) Model Home Signs. All model home signs shall be removed after a certificate of occupancy is issued for the structure.

(o) Off-premises Signs. Off-premises signs, other than those specifically permitted by this chapter, are prohibited.

(p) Political Signs. A person commits an offense if a person displays a political sign on private property unless a person has the permission of the property owner and the sign:

- (1) Is not more than (8) feet high;
- (2) Has an effective area less than thirty-six (36) square feet;
- (3) Is not illuminated;
- (4) Does not have any moving elements; and
- (5) Is not generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

(q) Real Estate Signs. All temporary commercial real estate signs are issued for a period not to exceed one (1) year, and must be renewed annually. At the time of renewal the building inspector shall inspect the sign to insure compliance with all standards and requirements of this chapter.

(r) Temporary Realtor Open House Directional Signs. Temporary realtor open house directional signs shall be no larger than twenty four (24) by thirty (30) inches in size (five (5) square feet) and cannot be higher than three (3) feet above grade. No sign may be placed closer than thirty (30) feet from an intersection and cannot be placed in the center median. Signs cannot be placed any closer than six (6) feet from the back of the curb or from the edge of the pavement. These signs shall not obstruct the vision of traffic on the roadway. Any signs determined to be in a location that causes an immediate hazard to public safety may be immediately removed by the city. Signs must only direct traffic to properties located within the city limits. The sign may contain the words "Open", or "Open House," as well as a directional arrow. The signs must contain the name of the realty company, the name of the listing agent and a current phone number (cell phone) on the back of the sign. No more than two (2) off-premise signs and one (1) on-premise sign per "Open House" will be allowed. Signs must be kept well painted and in good repair. Signs must be made of metal and/or plastic. Signs cannot be made of wood or paper. Signs must be self-supporting and placed into the ground. These signs cannot be placed on a utility pole, street light pole, sign pole, fence, tree, or any other manmade or natural feature. Signs cannot be illuminated. Placement of these signs will only be allowed during the hours of 1:00 p.m. until 5:00 p.m. on Saturdays and Sundays.

(s) Weekend Development Directional Signs. A sign permit must be obtained from the city before weekend development directional signs can be placed. The permit will allow the permit holder to place a maximum of four (4) weekend development directional signs per development, at locations throughout the city. The signs are only allowed from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. Any signs being displayed without an approved permit or at any time other than the above-mentioned times will be removed by the city. The signs may contain the name of the subdivision, a directional arrow and the words "New Homes For Sale" and/or "New Model Homes," only. In order for the city to contact the developer if the need arises, the signs must contain the name of the developer and a current phone number. The sign shall be no larger than six (6) square feet and cannot be higher than four (4) feet above grade. No sign may be placed closer than thirty (30) feet from an intersection, closer than six (6) feet from the back of the curb or from the edge of the pavement and shall not be placed in the center median. If the sign is to be placed on private property, written permission must be obtained from the property owner and provided to the city with the permit application. These signs shall not obstruct the vision of traffic on the roadway. Any signs determined to be in a location that causes an immediate hazard to public safety may be immediately removed by the city. Signs must only direct traffic to properties located within the city limits. Weekend development directional signs shall be no less than sixty (60) feet from any other weekend development directional sign. The sign must be made of metal, including a full metal frame with two (2) supporting legs. The sign must be self-supporting and placed into the ground and shall not be placed on a utility pole, street light pole, sign pole, fence, tree, or any other manmade or natural feature. The sign must be kept well painted and in good repair. The sign shall not be illuminated.

Sec. 19-22. Prohibited Signs.

(a) Signs illuminated to such an intensity or in such a manner as to cause glare or brightness to a degree that they constitute hazards or nuisances. Flashing, intermittently lighted, changing color, beacons, revolving, moving or similarly constructed signs shall not be allowed. Revolving barber poles may be allowed. For regulations pertaining to changeable electronic variable message signs, see [subsection 8-102\(B\)\(6\)](#).

(b) Signs that by reason of their size, location, movement, shape, content, coloring, or manner or intensity of illumination, may be confused with or construed as a traffic control sign, signal or device, or the light of an emergency or road equipment vehicle, or which hide from view any traffic or street sign, signal or device. This includes signs making use of the words "stop", "go", "look", "slow", "danger", or any other similar words, phrases, symbols, or characters, or employ any red, yellow, orange, or green colored lamps or lights in such a manner as to cause confusion with vehicular or pedestrian traffic.

(c) Lighted signs erected within one hundred fifty (150) feet of a residential district unless the lighting is shielded from view for the residential district.

(d) Signs that emit sound, odor or visible matter, which serve as a distraction to persons within the public right-of-way.

(e) Flags, other than those of any nation, state or political subdivision, that depict any motto, saying, emblem, or logo of a firm or corporation.

- (f) Any balloon, air flow through device, inflatable apparatus, or other floating device anchored to the ground or to any other structure for advertising purposes.
- (g) Goods, wares, merchandise or other advertising objects or structures placed on or suspended from any building, pole, structure, sidewalk, parkway, driveway, or parking area, except as otherwise allowed by ordinance.
- (h) Signs attached to a trailer, skid, or similar mobile structure where the primary use of such structure is to provide a base for such sign or constitutes the sign itself. A sign removed from its trailer, skid or similar mobile structure will still be considered prohibited. This provision does not restrict identification signs on vehicles used for any bona fide transportation activity.
- (i) Signs attached to or upon any such vehicle allowed to remain parked in the same location or in the same vicinity, at frequent or extended periods of time, where the intent is apparent to be using the vehicle and signs for purposes of advertising an establishment, service, or product.
- (j) Signs, paper and other material or paint, stencil or writing of any name, number (except hours, numbers) or other marks on or attached to any sidewalk, curb, gutter, street utility pole, public building, public bench, tree, fence, or structure except as otherwise allowed by ordinance.
- (k) Signs that prevent free ingress from any door, window, or fire escape.
- (l) Signs attached to a standpipe or fire escape.
- (m) Free standing signs erected upon or over public property unless erected by the city.
- (n) Any sign not referenced in, not governed by, not allowed or not defined by this chapter.

IV. Repeal. Any prior ordinances or ordinance provisions are hereby repealed to the extent they are in conflict with the terms of this Ordinance. Any remaining provisions of said ordinances shall remain in full force and effect.

V. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Breckenridge hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional or invalid.

VI. Effective Date. This Ordinance shall become effective immediately upon its adoption and after publication as required by law.

PASSED, APPROVED, AND ADOPTED on this the 7th day of February 2023.

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary

S E A L

ORDINANCE NO. 2023-03

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS BY ADDING CHAPTER 19, “SIGNS”, TO THE BRECKENRIDGE CODE OF ORDINANCES AND AMENDING CHAPTER 22, “ZONING”, OF THE BRECKENRIDGE CODE OF ORDINANCE; ADOPTING REGULATIONS REGARDING SIGNS WITHIN THE CITY; AMENDING REGULATIONS REGARDING SIGNS IN THE CENTRAL BUSINESS DISTRICT; PROVIDING A PENALTY; PROVIDING REPEALER AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Breckenridge, Texas (the “City”) is a home-rule city operating pursuant to its Charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution;

WHEREAS, the City has the power to adopt ordinances “necessary to protect health, life, and property” within the City, as long as those ordinances are not inconsistent with State law, pursuant to Section 3.2 of the Charter;

WHEREAS, pursuant to Section 216.901 of the Texas Local Government Code, home-rule cities may “license, regulate, control, or prohibit the erection of signs or billboards...by ordinance” and, pursuant to Section 216.902 of the Texas Local Government Code, a city “may extend the provisions of its outdoor sign regulatory ordinance and enforce the ordinance within its area of extraterritorial jurisdiction”;

WHEREAS, pursuant to this authority, the City Commission of the City of Breckenridge (the “City Commission”) wishes to adopt amended regulations concerning signs within the Central Business District of the City and to relocate the general sign regulations to a separate to aid in the efficiency of future revisions; and

WHEREAS, because this Ordinance amends Chapter 22, “Zoning”, of the Breckenridge Code of Ordinances, pursuant to Sections 211.006 and 211.007 of the Texas Local Government Code, the Breckenridge Planning and Zoning Commission and the City Commission held public hearings regarding this Ordinance on December 5, 2022 and December 6, 2022, respectively, for which proper notice was given.

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

I. Incorporation of Premises. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

II. Amendment to Chapter 22. Chapter 22, “Zoning”, of the Breckenridge Code of Ordinances is hereby amended by deleting and reserving Section 22-8.

III. Addition of Chapter 19. The following provisions are hereby enacted to regulate signs within the City, to be codified as Chapter 19, “Signs”, of the Breckenridge Code of Ordinances:

CHAPTER 19. SIGNS

ARTICLE I. IN GENERAL

Sec. 19-1. Purpose.

The purpose of this Chapter is to provide a uniform sign ordinance and standard which promote a positive city image reflecting order, harmony, and pride; and thereby strengthening the economic stability of the Breckenridge business community, as well as cultural and residential areas. Objectives to be pursued in applying specific standards are as follows:

- (a) To identify individual business, residential, and public uses without creating confusion, unsightliness, or visual obscurity of adjacent businesses.
- (b) To assure that all signs in terms of size, scale, height, and location are properly related to the overall adjacent land use, character, and development lot size.
- (c) To assure that all signs, sign supports, and sign bases shall be so constructed and designed to provide for design compatibility with development in terms of materials used, form, color, lighting, and style.
- (d) To accommodate the free speech right to express ideas by displaying a sign, while balancing this right against the cumulative public impacts of signs.

Sec. 19-2. General Provisions.

- (a) It shall be unlawful for any sign to be located with the City of Breckenridge that does not conform to all the provisions, standards, and procedures of this Chapter. The following governmental agencies are exempt from the provisions of this Chapter: (1) City of Breckenridge, (2) State of Texas, and (3) United States Federal Government.
- (b) Persons Responsible. The permittee, owner, agent, person, or persons having the beneficial use of the ground of a sign, the owner of the land or structure on which the sign is located, and the person in charge of erecting the sign are all subject to the provisions of this Chapter and are subject to the penalty provided for violations of this Chapter.
- (c) Pursuant to Chapter 216 of the Texas Local Government Code, the City Commission of the City of Breckenridge hereby extends the provisions of this Chapter to the City's extraterritorial jurisdiction.
- (d) Penalties. Violations of the terms of this Chapter shall be punishable as stated in Sec. 1-6 of this Code.

Sec. 19-3. Definitions.

- (a) Commercial Message. An image on a sign that proposes or promotes a commercial transaction, or concerns the economic interest of the advertiser and/or the audience.

- (b) Erect. To build, construct, attach, hang, place, suspend, or affix.
- (c) Face or surface. The surface of the sign upon, against, or through which the message is displayed or illustrated on the sign.
- (d) Front Building Face. That building face that is the primary access into a building or lease space, as determined by the Building Inspector. The determination of front building face applicable to building spaces within a multiple occupancy building shall include all building frontage that is integral to the lease space and constructed as storefront for the purpose of visibility and/or access. The area of the front building face shall be height or the vertical plane from the ground to the top of the building times the length of the front building face, exclusive of any architectural features or roof lines, as determined by the Building Inspector.
- (e) Gross Surface Area of Sign. The entire area within a single continuous perimeter enclosing the extreme limits of each sign. A sign having information on two (2) surfaces shall be considered as a single sign providing that the surfaces are located back to back and contain identical copy. A sign having information on two (2) or more surfaces with different copy shall be calculated as the sum of all portions and evaluated as a single sign. In the event two (2) or more signs share a single structure, i.e., directory signs, or signs on v-shaped structures, each sign or panel shall be considered separately for square footage purposes, provided that the combined area of such signs cannot exceed the total square footage allowed on a single sign.
- (f) Height. The height of a sign shall be measured from an average elevation of the finished grade along the area of sign installation, excluding any artificial berming, to the highest point of the sign.
- (g) Incombustible Material. Any material which will not ignite or at below a temperature of one thousand two hundred degrees Fahrenheit (1,200 F), and will not continue to burn or glow at that temperature.
- (h) Logo. Any formalized design or insignia of a company or product, which is commonly used in advertising to identify that company or product.
- (i) Noncommercial Message. A message that visually displays speech or images not pertaining to commercial matters. Noncommercial messages commonly concern religion, politics, social commentary, and other matters of public debate.
- (j) Premises. A lot or unplatted tract or combination of contiguous lots or tracts if under single ownership as reflected in the plat records.
- (k) Setback. A line defining an area on the site between the existing street right-of-way and the line within which no sign shall be constructed, encroach, or project except as specifically authorized by this Chapter.
- (l) Sign. Every sign, name, number, identification, description, announcement, declaration, demonstration, device, display, flag, banner, pennant, illustration, beacon, light, or insignia, and structure supporting any of the same, affixed directly or indirectly to or upon a piece of land, which directs attention to any object, product, service, place, activity, person, institution, organization, or business.

- (m) Sign, abandoned. Any sign without a current, valid permit or that does not identify or advertise a bona fide business, lessor, service, owner, product, event, or activity, or pertains to a time, event, or purpose that no longer applies.
- (n) Sign, apartment. Any sign identifying an apartment building or complex of apartment buildings.
- (o) Sign, agricultural. Any sign identifying the farm or ranch on which it is placed and advertising the produce, crops, animals, or poultry raised or quartered thereon.
- (p) Sign, awning. A sign that is applied or attached to an awning or other cover intended for protection from the weather or as a decorative embellishment, projecting from a wall or roof of a structure over a window, walk, door, or the like.
- (q) Sign, banner. A temporary sign generally constructed of cloth, plastic, or paper.
- (r) Sign, canopy. A sign that is applied, attached, or affixed on a canopy or other roof-like cover over gasoline fuel pumps, vacuum area at car detail facilities, or other areas where services are provided to a patron in a vehicle intended for protection from the weather or as a decorative embellishment. A canopy sign may contain only the business' name and/or logo on the canopy band.
- (s) Sign, changeable electronic variable message (CEVMS). A sign that permits light to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use including an LED light emitting diode or digital sign which varies in intensity or color. A CEVMS sign does not include a sign located within the right-of-way that functions as a traffic control device and that is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) approved by the Federal Highway Administrator as the National Standard.
- (t) Sign code application area. The corporate limits of the city and the area of its extraterritorial jurisdiction.
- (u) Sign, construction. Any temporary sign identifying the property owner, decorator, or financier engaged in the design, construction, or improvement of the premises on which the sign is located.
- (v) Sign, directional. A temporary sign which is limited, exclusively, to the identification of a specific premises, occupancy, or owner of said premises located elsewhere, and which tells the location of and/or route to said premises or occupancy.
- (w) Sign, identification. Any sign that is used to identify shopping centers, industrial and commercial parks, office districts, and retail districts. These signs are not intended to identify individual businesses or activities within a center or district.
- (x) Sign, illuminated. Any sign which has characters, letters, figures, designs, or outline illuminated by electric lights. These lights shall not interfere with traffic or surrounding land use.

- (y) Sign, institutional. An accessory sign relating to a church, school, or other public institution.
- (z) Sign, marquee. Any sign upon which letters may be attached and removed freely.
- (aa) Sign, mobile home. An accessory sign identifying the name and address of a mobile home park and promoting the sale or rental of mobile home sites.
- (bb) Sign, model home. Any temporary sign used for the advertised sale of a particular structure represented by a model or show home.
- (cc) Sign, name plate. An accessory sign identifying the name and address of the owner or occupant in a commercial or public institutional building.
- (dd) Sign, nonresidential identification. Any sign that is used to identify shopping centers, industrial and commercial parks, office districts, and retail districts. These signs are not intended to identify individual businesses or activities within a center or district.
- (ee) Sign, off-premise. A sign displaying advertising copy that pertains to a business, person, organization, activity, event, place, service, or product not principally located or primarily manufactured or sold on the premises on which the sign is located.
- (ff) Sign, on-premise. A sign identifying or advertising a business, person, or activity, and installed and maintained on the same premises as the business, person, or activity.
- (gg) Sign, pedestrian. Any sign suspended from an awning or canopy oriented to pedestrian or street-level visibility.
- (hh) Sign, permanent. A sign intended to be used for a period of longer than six (6) months.
- (ii) Sign, pole. Any permanent free-standing pole sign, using either monopole or dual-pole design.
- (jj) Sign, political. Any temporary sign used to advertise a political candidate's or party's bid for elective office.
- (kk) Sign, projecting. Any sign that projects, either horizontally or vertically, from a building and that has one (1) end attached to that building or other permanent structure.
- (ll) Sign, real estate. Any temporary sign used to advertise the sale or lease of a piece of real property.
- (mm) Sign, sandwich. Any two-sided, A-frame, free-standing portable sign with permanent wording or artwork.
- (nn) Sign, temporary realtor open house directional. Any temporary sign used for directing realtors and potential home buyers to homes for sale within the city which are open for public viewing.
- (oo) Sign, traffic. Any sign used for traffic control purposes.

(pp) Sign, wall. A sign fastened to or painted on a wall of a building or structure in such a manner that the wall becomes merely the supporting structure or forms the background surface, and which does not project more than twelve (12) inches from such building.

(qq) Sign, weekend development directional. A temporary sign that is limited exclusively to the identification of a development, constating of more than one (1) lot available for new construction and that indicates the route to said development. For the purposes of this definition, a development shall be inclusive of all phases.

(rr) Sign, window. Any sign painted or applied to window glass.

(ss) Temporary. A period of six (6) months or until the advertised event is concluded, whichever comes first. If the sign is required for a longer period of time, then re-application must be made.

Sec. 19-4—19-9. Reserved.

ARTICLE II. SIGN PERMITS

Sec. 19-10. Sign Permit Requirements.

(a) Permit Required. It shall be unlawful for any person to erect, replace, alter or relocate any sign without first obtaining a permit to do so from the building inspector within the City of Breckenridge, except as provided in Section 19-11. A permit is not required to repaint, change copy, or resurface an existing sign. Every permit issued by the building inspector under the provisions of this chapter shall expire and become null and void if the work authorized by such permit is not commenced within one hundred eighty (180) days from the date of such permit, or if the work authorized by such permit is suspended or abandoned at any time after the work is started, for a period of one hundred ninety (190) days.

(b) Issuance of Permit. After ensuring that the applicant has complied with all provisions of this chapter and that the proposed sign complies with all provisions of this chapter, the building inspector shall issue a sign permit to the applicant.

(c) Revocation. The building inspector may suspend or revoke any permit issued under the provisions of this chapter whenever he shall determine that the permit is issued in error or on the basis of incorrect or false information supplied, or whenever such permit is issued in violation of any of the provisions of this ordinance or any other ordinance of this city, of laws of this state or the federal government that were in effect at the time the permit was issued. Such suspension or revocation shall be effective when communicated in writing to the person to whom the permit is issued, the owner of the sign, or the owner of the premises upon which the sign is located.

(d) Validity of Permit. A permit is void if it is issued in conflict with the provisions of the sign ordinance. The building inspector shall inform the applicant should a permit be voided. The removal of the sign shall be at the expense of the applicant.

(e) Failure to Pay Permit Fees. If a sign should be installed, erected, replaced, altered, or relocated without a permit for such work, the applicable permit fee shall be doubled.

(f) Drawings Required. Before a permit will be issued, the applicant must submit an application, two (2) copies of a scaled drawing of the desired sign and a site plan showing the sign location. One (1) copy of the drawings will be kept on permanent file with the application.

(g) Inspections. All sign installations are to be inspected by the building inspector so as to determine compliance with the approved application and permit previously issued. Should the newly erected or placed sign be in violation with the approved permit application, the sign is to be corrected immediately and brought into compliance. The building inspector shall also inspect at times he deems necessary, each sign regulated by this chapter for the purpose of determining whether the sign is in need of removal or repair, or has been abandoned.

(h) Sign Information. Every sign erected after the passage of this chapter shall have displayed in a conspicuous place thereon, in letters not less than one (1) inch in height, the date of erection, the number of the permit issued pursuant to this chapter, and the voltage of any electrical apparatus used in connection therewith, and the sign erector's name and address.

(i) Wind Pressure and dead load requirements. All permanent signs shall be designed and constructed to withstand a wind pressure of not less than thirty (30) pounds per square foot of area, and shall be constructed to receive dead loads as required by the building code of the City of Breckenridge as it now exists or may hereafter be amended.

(j) Condition of signs. All signs and supports shall be maintained in good condition to prevent deterioration, oxidation, rust, and other unsightly conditions.

Sec. 19-11. Signs Exempt from Permitting Procedures.

Application for a permit shall not be required for the following signs, provided, however, such signs shall otherwise comply with all other applicable sections of this chapter.

(a) Noncommercial message and message substitution.

(1) Message substitution. A noncommercial message that is within the protection of the First Amendment to the U.S. Constitution may be substituted, in whole or in part, for any message on any sign authorized by this chapter. Message substitution is a continuing right that may be exercised any number of times. No permit is required for such message substitution, unless there is a change in the physical structure of the sign displaying the message. This provision does not authorize the substitution of an off-premise commercial message in place of an on-premise commercial message.

(2) Noncommercial messages. Properties zoned residential/multifamily may display any noncommercial message within the protection of the First Amendment to the U.S. Constitution on any parcel and at any time, subject to the following:

- (A) Maximum effective area cannot be greater than sixteen (16) feet;
- (B) Cannot be more than five (5) feet high;
- (C) Cannot be illuminated or have moving elements; and
- (D) Are not prohibited by subsection 8-103.

- (b) Temporary political signs. See Section 19-21(p).
- (c) Occupational signs. Not exceeding two (2) square feet in area, denoting only the name and profession of an occupant in a commercial or public institutional building.
- (d) Memorial signs or tablets. Names on buildings and date of erection, when cut into any masonry surface or when constructed of bronze or other incombustible material.
- (e) Flags, emblems and insignia. Of any governmental body and decorative displays for holidays or public demonstrations and that do not contain advertising.
- (f) On-premise traffic signs. Not exceeding eight (8) square feet used primarily to denote entrances and exits and other directional information.
- (g) Residential real estate signs. Not exceeding five (5) square feet advertising the sale or lease of an individual residential structure.
- (h) Temporary realtor open house directional signs. See Section 19-21(r).

Sec. 19-12. Removal or Repair of Certain Signs.

All signs must be kept clean, neatly painted, free from all hazards, including, but not limited to, faulty wiring and loose fastenings, and be maintained in a safe condition at all times so as not to be detrimental to the public health and safety. In the event that the building inspector determines that any sign is not properly maintained, he shall give written notice to the person or persons responsible for such sign. If the sign is not repaired or removed within sixty (60) days of such notice, the permit shall be revoked and the building inspector is hereby authorized to cause the removal of the sign. If such sign cannot be demolished because it is painted on a non-sign structure, such sign shall be painted over or removed by sandblasting.

- (a) Any sign for which the building inspector or his designee has made the following determination, shall be subject to immediate removal without further notice to any party who may be affected by the removal:
 - (1) That the sign is located or erected, without permission, consent or authorization, on property either owned by the city or held by the city for public use, including but not limited to, property such as medians, parkways, streets, sidewalks, alleys or parks; or
 - (2) If the building inspector or his designee determines that sign is an immediate danger to the public, whether because of its location, the manner of its construction, its potential for causing fire, or any other reason, and must be removed to prevent potential danger to the public.
- (b) Any expense incident thereto shall be paid by the owner of the land, building, or structure. The building inspector may also file a lien against the property in the amount of the cost of any and all such work.
- (c) An exemption for signs with historic and artistic significance may be considered by the city commission.

Sec. 19-13. Nonconforming Signs.

- (a) In General. Every sign or other advertising structure lawfully in existence upon adoption of this ordinance that violates or does not conform to the provisions hereof, shall not be moved, altered, repaired, expanded, or the use intensified unless it is made to comply with all the provisions of this ordinance. This provision shall not apply to repainting or changing copy on an existing nonconforming sign. It is prohibited to alter a nonconforming sign by converting it to a changeable electronic variable message sign (CEVMS). For purposes of this section, alteration or repair shall mean at least sixty (60) per cent of the replacement cost of the subject sign. The building inspector shall determine whether the proposed alteration or repair exceeds sixty (60) per cent of the replacement cost.
- (b) Exception. If any nonconforming sign is removed as a result of any eminent domain action by the city, such sign shall be allowed to be replaced or reconstructed as long as such replacement or reconstruction occurs within sixty (60) days of the sign being removed.

Sec. 19-14—19-19. Reserved.

ARTICLE III. SIGN STANDARDS

Sec. 19-20. Structural Standards.

- (a) General Sign Provisions. All signs located or to be located within the City of Breckenridge shall conform to the general provisions set forth in the this Chapter. In addition, the following specific standards shall apply.
- (b) Marquee Signs. Marquee signs erected on the face of a marquee shall be built as an integral part of the marquee. Such sign faces shall not have a vertical height of more than four (4) feet, nor exceed seventy-five (75) per cent of the width of such building or store frontage, nor the sign standards of the sign standards table. Vertical clearance shall be subject to the requirements of subsection (e) of this section. No sign shall be allowed to overhang public property.
- (c) Wall Signs. Wall signs may be painted on a window or door, but no other building surface. All other wall signs shall be attached to, and not painted onto any building. The sign brackets or supports for wall signs may not project more than two (2) inches from said wall. Such sign faces shall not have a vertical height of more than six (6) feet nor exceed ten (10) per cent of the front face area of the building or store front as established in approved plans submitted to the city, or sixty (60) square feet, whichever is greater, nor exceed seventy-five (75) per cent of the width of such building or store frontage, nor the sign standards of the sign standards table. Vertical clearance shall be subject to the requirements of Section 19-20(e). When a building has frontage on two (2) or more public roads with no developed or developable property intervening, the allowable sign area may be calculated for each building face that fronts a road. In no case shall more than the calculated maximum signage for any single face be placed on that face. In no case shall the allowable sign area of a building face, other than the front face, exceed the allowable sign for the front building face.
- (d) Projection Signs. No sign shall be allowed to overhang public property. Vertical clearance shall be subject to the requirements of paragraph (e) of this section. Such sign faces shall not have a

vertical height of more than four (4) feet, nor exceed seventy-five (75) per cent of the width of the building or store frontage.

(e) Project of Marquee, Wall, and Projection Signs over Private Property. Projection of signs over private property allowed over pedestrian sidewalks, walkways, and corridors shall not exceed the following:

Vertical Clearance	Maximum Projection
7 feet or less	3 inches
7 feet to 8 feet	12 inches
8 feet or more	4 feet

Projection or overhang of sign over driveways shall have a minimum vertical clearance of fourteen (14) feet.

(f) Free Standing Signs.

(1) Any projection or overhanging portion of the sign must be a minimum of fourteen (14) feet above driveways, sidewalks, walkways, and corridors.

(2) Such signs shall be protected by wheel or bumper guards required by the Building Inspector when he determines that a hazard exists.

Sec. 19-21. Functional Standards.

(a) General Sign Provisions. All signs located or to be located within the City of Breckenridge shall conform to the general provisions set forth in the this Chapter. In addition, the following specific requirements shall be followed: All structures will be of the monopole and dual-pole design and require an engineer's seal on drawings.

(b) Agricultural Signs. All agricultural signs shall be no less than three hundred (300) feet from any other agricultural sign.

(c) Awning Signs. Awning signs are subject to size regulations for wall signs. If an awning and wall sign are used in conjunction with one another, the total footage of both signs must be added together to determine the total allowable square footage under this chapter.

(d) Banner Signs. Temporary banner signs may be used for advertisement of events, activities, products or commodities as follows:

(1) Banner Signs for Non-profit Agencies. Off-premise and on-premise temporary banner signs may be used to advertise activities or events that are sponsored by a non-profit or governmental agency or group to benefit a program or activity of that agency or group under the following conditions:

(A) Non-profit agencies submitting an application for a banner under this section must provide a certificate of non-profit status issued by the Internal Revenue Service.

(B) No more than one (1) on-premise and no more than two (2) off-premise banners may be erected for any specific event or activity for a period not exceeding fourteen (14) days.

(C) Such banners shall not exceed sixty (60) square feet.

(D) Banners erected by non-profit agencies under this section must apply for a permit as prescribed by this chapter, but shall be exempt from the permit fee requirements.

(E) The placement of such banners shall meet the terms of this chapter and shall be maintained during the period of time they are erected. Banner signs proposed under this section may be placed in or over public rights-of-way only upon approval of the building inspector and all applicable public agencies. The city may remove any banner signs not adequately maintained over public right-of-way.

(F) Non-profit banner signs must be braced across the top with a rigid support, such as a metal rod, PVC pipe, or some other means of support to prevent the banner from sagging. The city may remove any banner signs that are displayed without meeting these bracing requirements.

(G) Non-profit banners with expired permits must be removed within twenty-four (24) hours of the permit expiration.

(2) Banner Signs for all other Advertising Purposes. On-premise temporary banners are hereby authorized under the following conditions:

(A) Banners shall not exceed sixty (60) square feet in area.

(B) The placement of banners shall meet the terms of this chapter and shall be maintained during the entire time they are erected.

(C) Banners are required to be permitted by the building inspector prior to installation and are subject to all required fees.

(D) No more than one (1) on-premise and no off-premise banners may be permitted for any specific business.

(E) Banners may advertise specific onsite special events, product, or commodity promotions or grand openings, or shall provide leasing information but may not be used for general advertising purposes.

(F) Banner permits will be valid for a period not to exceed thirty (30) days and additional banner permits for the same location will not be issued for a period of thirty (30) days from the expiration date of the previous permit.

(G) Grand opening banners may be used for a period of up to thirty (30) days any time after the issuance of a certificate of occupancy. Businesses may only use this provision one (1) time.

(H) Coming soon banners may be used prior to the issuance of a certificate of occupancy, for a period of up to sixty (60) days.

(I) Change of business banner. A "name only" banner may be used for a period of up to thirty (30) days after a sign permit has been applied for, and while a new sign is being made.

(J) Going out of business banners may be used for a period of up to sixty (60) days before the closing of a business. Businesses may only use this provision one (1) time.

(K) A banner with an expired permit must be removed within twenty-four (24) hours after the permit's expiration.

(e) Canopy Signs. Canopy signs shall not exceed fifteen (15) square feet in size or fifty (50) per cent of the canopy face area per canopy facade, whichever is less. Signs must be attached directly to the exterior face of the canopy band. Signs shall not extend above or below the canopy band.

(f) Changeable Electronic Variable Message Signs (CEVMS). CEVMS signs are subject to the same size and location restrictions as other signs regulated by this article. In addition, CEVMS signs are subject to the following restrictions:

(1) Any change of pictures or information on the CEVMS sign shall not produce the illusion of blinking, flashing, expanding or contracting shapes, rotation or any similar effect of animation. Scrolling of text is allowed, however, it shall not last any longer than five (5) seconds.

(2) There shall be a minimum period of five (5) seconds between any change of pictures, information, or scrolling on the CEVMS.

(g) Construction Signs. Construction signs shall be removed from the site upon issuance of a certificate of occupancy.

(h) Development Signs. Development signs shall be removed from the site at the developer's expense upon seventy-five (75) per cent occupancy of the subdivision.

(i) Directional Signs. All directional signs shall be no less than two hundred (200) feet from any other directional sign.

(j) Directory Signs. Directory signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots with over one hundred (100) feet of frontage and less than two hundred (200) feet of frontage, and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less, and a minimum of sixty (60) feet from any other free standing sign. The maximum area for directory signs shall not exceed forty (40) square feet per tenant within a site. In no case shall a separate directory sign and identification sign be permitted on the same frontage. Both signs shall only be allowed along the same frontage as one (1) combined sign. The allotment of the total allowed area shall be the responsibility of the subdivision or site owner; however, in no case shall any one (1) tenant or business be allowed more than fifty (50) per cent of the total allowed sign area.

(k) Central Business District Signs. All signs in the downtown central business district shall be designed, constructed and affixed so as to promote and not visually obscure the significant architectural features of the district and its buildings. The Central Business District is defined as the area of downtown bounded by Dyer/Hullum Streets and McAmis/Veale Avenues (Blocks 1-22 and 74, Original Town, and Block 9, Curry Addition).

(1) Conflict Between Subsections. Where there is conflict between the sign standard regulations in this Chapter 19, this Section 19-21(k) shall govern in this district. Requirements in this section are applicable only in the Central Business District (CBD); however, other requirements within the Sign Ordinance may be applicable to this section.

(2) Functional/Structural Types Permitted. The following permitted functional uses shall be limited to the associated structural types of signs:

- (A) Nameplate Signs:
 - (i) Wall
- (B) On-Premise Signs:
 - (i) Wall signs
 - (ii) Ground signs
 - (iii) Awning, canopy, marquee
 - (iv) Projecting
 - (v) Sandwich board
- (C) Real Estate Signs:
 - (i) Wall

(3) Number of Signs Permitted.

- (A) Nameplate: One (1) per storefront.
- (B) On-Premise Signs: Awning, canopy, marquee, and either one (1) wall sign per each individual wall for each lease space or one (1) projecting sign, and one (1) ground sign per platted lot, and one (1) portable sandwich board per building.
- (C) Real Estate: One (1) per storefront.

(4) Maximum Gross Surface Area.

- (A) Nameplate: Two (2) square feet.
- (B) Projecting Signs: Twenty-five (25) square feet.
- (C) Real Estate: Sixteen (16) square feet.
- (D) Wall Signs: Fifteen (15) percent of the wall.
- (E) Awning, Canopy, and Marquee: Twenty-five (25) percent of the awning, canopy, or marquee.

(5) Maximum Height. No sign shall protrude above the roof or eave line of the principal structure. Projecting signs shall be a minimum of eight (8) feet above sidewalk grade and shall not protrude above the roof or eave line of the principal structure.

(6) Required Setback: Property line, unless obstructing view of traffic.

(7) Illumination. Illuminated signs are permitted for nameplate and on-premise signs only.

(l) General Business Signs. Each free standing building shall be allowed one (1) free standing sign. Such free standing signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots

with over one hundred feet (100) and less than two hundred (200) feet of frontage and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less, and a minimum of sixty (60) feet from any other free standing sign. A business shall be allowed any number of attached wall, projection or marquee signs so long as the total face area of the attached signs does not exceed ten (10) per cent of the front face area of the building or store front as established in approved plans submitted to the city, or sixty (60) square feet, whichever is greater, or exceed six (6) feet in height. A pole sign is required to have a minimum of seven (7) feet clearance from grade to the bottom of the sign cabinet.

(m) Identification Signs. Identification signs shall be located a minimum of thirty (30) feet from adjoining property lines on lots with two hundred (200) feet of frontage and over, a minimum of twenty (20) feet on lots with over one hundred (100) feet and less than two hundred (200) feet of frontage, and a minimum of ten (10) feet on lots with one hundred (100) feet of frontage or less and a minimum of sixty (60) feet from any other free standing sign.

(n) Model Home Signs. All model home signs shall be removed after a certificate of occupancy is issued for the structure.

(o) Off-premises Signs. Off-premises signs, other than those specifically permitted by this chapter, are prohibited.

(p) Political Signs. A person commits an offense if a person displays a political sign on private property unless a person has the permission of the property owner and the sign:

- (1) Is not more than (8) feet high;
- (2) Has an effective area less than thirty-six (36) square feet;
- (3) Is not illuminated;
- (4) Does not have any moving elements; and
- (5) Is not generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

(q) Real Estate Signs. All temporary commercial real estate signs are issued for a period not to exceed one (1) year, and must be renewed annually. At the time of renewal the building inspector shall inspect the sign to insure compliance with all standards and requirements of this chapter.

(r) Temporary Realtor Open House Directional Signs. Temporary realtor open house directional signs shall be no larger than twenty four (24) by thirty (30) inches in size (five (5) square feet) and cannot be higher than three (3) feet above grade. No sign may be placed closer than thirty (30) feet from an intersection and cannot be placed in the center median. Signs cannot be placed any closer than six (6) feet from the back of the curb or from the edge of the pavement. These signs shall not obstruct the vision of traffic on the roadway. Any signs determined to be in a location that causes an immediate hazard to public safety may be immediately removed by the city. Signs must only direct traffic to properties located within the city limits. The sign may contain the words "Open", or "Open House," as well as a directional arrow. The signs must contain the name of the realty company, the name of the listing agent and a current phone number (cell phone) on the back of the sign. No more than two (2) off-premise signs and one (1) on-premise sign per "Open House" will be allowed. Signs must be kept well painted and in good repair. Signs must be made of metal and/or plastic. Signs cannot be made of wood or paper. Signs must be self-supporting and placed into the ground. These signs cannot be placed on a utility pole, street light pole, sign pole, fence, tree, or any other manmade

or natural feature. Signs cannot be illuminated. Placement of these signs will only be allowed during the hours of 1:00 p.m. until 5:00 p.m. on Saturdays and Sundays.

(s) Weekend Development Directional Signs. A sign permit must be obtained from the city before weekend development directional signs can be placed. The permit will allow the permit holder to place a maximum of four (4) weekend development directional signs per development, at locations throughout the city. The signs are only allowed from 6:00 p.m. on Friday until 6:00 p.m. on Sunday. Any signs being displayed without an approved permit or at any time other than the above-mentioned times will be removed by the city. The signs may contain the name of the subdivision, a directional arrow and the words "New Homes For Sale" and/or "New Model Homes," only. In order for the city to contact the developer if the need arises, the signs must contain the name of the developer and a current phone number. The sign shall be no larger than six (6) square feet and cannot be higher than four (4) feet above grade. No sign may be placed closer than thirty (30) feet from an intersection, closer than six (6) feet from the back of the curb or from the edge of the pavement and shall not be placed in the center median. If the sign is to be placed on private property, written permission must be obtained from the property owner and provided to the city with the permit application. These signs shall not obstruct the vision of traffic on the roadway. Any signs determined to be in a location that causes an immediate hazard to public safety may be immediately removed by the city. Signs must only direct traffic to properties located within the city limits. Weekend development directional signs shall be no less than sixty (60) feet from any other weekend development directional sign. The sign must be made of metal, including a full metal frame with two (2) supporting legs. The sign must be self-supporting and placed into the ground and shall not be placed on a utility pole, street light pole, sign pole, fence, tree, or any other manmade or natural feature. The sign must be kept well painted and in good repair. The sign shall not be illuminated.

Sec. 19-22. Prohibited Signs.

(a) Signs illuminated to such an intensity or in such a manner as to cause glare or brightness to a degree that they constitute hazards or nuisances. Flashing, intermittently lighted, changing color, beacons, revolving, moving or similarly constructed signs shall not be allowed. Revolving barber poles may be allowed. For regulations pertaining to changeable electronic variable message signs, see Section 19-21(f).

(b) Signs that by reason of their size, location, movement, shape, content, coloring, or manner or intensity of illumination, may be confused with or construed as a traffic control sign, signal or device, or the light of an emergency or road equipment vehicle, or which hide from view any traffic or street sign, signal or device. This includes signs making use of the words "stop", "go", "look", "slow", "danger", or any other similar words, phrases, symbols, or characters, or employ any red, yellow, orange, or green colored lamps or lights in such a manner as to cause confusion with vehicular or pedestrian traffic.

(c) Lighted signs erected within one hundred fifty (150) feet of a residential district unless the lighting is shielded from view for the residential district.

(d) Signs that emit sound, odor or visible matter, which serve as a distraction to persons within the public right-of-way.

- (e) Flags, other than those of any nation, state or political subdivision, that depict any motto, saying, emblem, or logo of a firm or corporation.
- (f) Any balloon, air flow through device, inflatable apparatus, or other floating device anchored to the ground or to any other structure for advertising purposes.
- (g) Goods, wares, merchandise or other advertising objects or structures placed on or suspended from any building, pole, structure, sidewalk, parkway, driveway, or parking area, except as otherwise allowed by ordinance.
- (h) Signs attached to a trailer, skid, or similar mobile structure where the primary use of such structure is to provide a base for such sign or constitutes the sign itself. A sign removed from its trailer, skid or similar mobile structure will still be considered prohibited. This provision does not restrict identification signs on vehicles used for any bona fide transportation activity.
- (i) Signs attached to or upon any such vehicle allowed to remain parked in the same location or in the same vicinity, at frequent or extended periods of time, where the intent is apparent to be using the vehicle and signs for purposes of advertising an establishment, service, or product.
- (j) Signs, paper and other material or paint, stencil or writing of any name, number (except hours, numbers) or other marks on or attached to any sidewalk, curb, gutter, street utility pole, public building, public bench, tree, fence, or structure except as otherwise allowed by ordinance.
- (k) Signs that prevent free ingress from any door, window, or fire escape.
- (l) Signs attached to a standpipe or fire escape.
- (m) Free standing signs erected upon or over public property unless erected by the city.
- (n) Any sign not referenced in, not governed by, not allowed or not defined by this chapter.

IV. Repeal. Any prior ordinances or ordinance provisions are hereby repealed to the extent they are in conflict with the terms of this Ordinance. Any remaining provisions of said ordinances shall remain in full force and effect.

V. Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Breckenridge hereby declares that it would have passed this Ordinance, and each section, subsection, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, clauses, or phrases be declared unconstitutional or invalid.

VI. Effective Date. This Ordinance shall become effective immediately upon its adoption and after publication as required by law.

PASSED, APPROVED, AND ADOPTED on this the 7th day of February 2023.

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action in regards to a master lease agreement between the City of Breckenridge and Enterprise FM Trust to provide Fleet Management solutions.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

City of Breckenridge is looking for a solution to reduce the total cost of our current fleet program, improve safety, reliability, community image, and provide consistency to the fleet budget. Currently:

- Our practice is to hold onto vehicles for as long as possible; 50% of the light and medium duty fleet is 10 years old or older
- 4 Police Department vehicles are currently non-operational
- Vehicles have higher fuel costs, maintenance costs, are less reliable, and lack safety features that are now standard leading to an inconsistent and reactive approach to fleet management

Partnering with Enterprise Fleet Management and implementing the proposed plan, The City of Breckenridge will realize a combined savings of **\$333,399 over the next 10 years** when compared to our current practice. Implementing this fleet management strategy with Enterprise allows us to easily track and analyze our expenditures, will improve safety, reliability and community image while reducing fuel expense by 26%, and will reduce maintenance expenses by 61% over the course of the plan.

FINANCIAL IMPACT:

see above

STAFF RECOMMENDATION:

Consider approval of contract with Enterprise and authorize City Manager to execute the documents.

Prepared For:



Rami Saad
SENIOR FLEET CONSULTANT

817-600-7522
PHONE

Rami.S.Saad@efleets.com
EMAIL



FLEET SYNOPSIS | CITY OF BRECKENRIDGE

THE SITUATION

City of Breckenridge is looking for a solution to reduce the total cost of their current fleet program, improve safety, reliability, community image, and provide consistency to the fleet budget

- Currently strategy is to hold onto vehicles for as long as possible
- 50% of the light and medium duty fleet is currently 10 years old or older
 - 4 Police Department vehicles are currently non-operational
- Older vehicles have higher fuel costs, maintenance costs, are less reliable, and lacking safety features that are now standard
- Leads to an inconsistent and reactive fleet budget

THE OBJECTIVES

Our partnership will allow City of Breckenridge to accomplish the following key objectives:

- **Reduce Cost**
 - Utilize Enterprise technology to identify the most cost-effective vehicle make and cycle point to reduce total cost
 - Utilize an open-end lease* as the funding mechanism, allowing the City to maintain ownership and maximize capital dollars
- **Convenience**
 - Provide an easy-to-use program from acquisition to disposal
 - Proactively and strategically target vehicles for replacement
 - Leverage Enterprise purchase infrastructure to drive down purchase price
 - Utilize Enterprise network & team of over 700 remarketers to dispose of vehicles
 - Streamline maintenance by tapping into Enterprise program and technology
 - Implement a process to automatically track 'total cost of ownership' per vehicle, significantly improving visibility into fleet expenses to deliver better information to council and taxpayers
- **Safety, Image, Reliability**
 - Improve safety and reliability of vehicles servicing the community by reducing the overall age of the fleet
 - Improved community image
- **Control**
 - Increased transparency into expenses & improved cost control through a managed program

**An open-end lease is like a traditional finance in that there are no early termination fees, mileage restriction, or excessive wear and tear penalties. Leases are written to a conservative residual balance to preserve cash. The City receives flexibility of ownership as well as the benefit of equity from sale at time of disposal.*

THE RESULTS

By partnering with Enterprise Fleet Management and implementing the proposed plan, The City of Breckenridge will realize a combined savings of **\$333,399 over the next 10 years** when compared to the current program. Furthermore, the plan will reduce fuel expense by 26% and maintenance expense by 61% over the course of the plan.

REPLACEMENT PLAN & COST COMPARISON

Unit #	Department	Year	Make	Make/Model	Replacement Year	Replacement Vehicle	Aftermarket Equipment	Est. Aftermarket Equipment Cost	Est. Cycle Going Forward
0610	ANIMAL CONTROL	2014	Ford	F-250	2023	2023 Chevy Silverado 2500HD WT 4x2 Double Cab 6.75ft. Box	None	\$0	60
7375	ANIMAL CONTROL	2008	Ford	F-250	2023	2023 RAM 1500 Classic Tradesman 4x2 Reg Cab 8ft. Box	None	\$0	60
7452	FIRE	2014	Ford	F-150	2023	2023 RAM 1500 Classic Tradesman 4x4 Crew Cab 5.6ft. Box	Grill Guard, Tool Box, Emergency Light Bar, Siren, Spray Liner	\$5,846	60
7453	FIRE	2007	Ford	F-150 SuperCrew	2023	2023 RAM 1500 Classic Tradesman 4x4 Crew Cab 5.6ft. Box	Grill Guard, Tool Box, Emergency Light Bar, Siren, Spray Liner	\$5,846	60
7678	PARK & CEMETERY	2008	Ford	F-150	2023	2023 RAM 1500 Classic Tradesman 4x4 Quad Cab 6.3ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
1401	PARK & CEMETERY	2010	Ford	F-150	2023	2023 RAM 1500 Classic Tradesman 4x4 Quad Cab 6.3ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
2062	PARK & CEMETERY	2014	Ford	F-150	2023	2023 RAM 1500 Classic Tradesman 4x4 Quad Cab 6.3ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
2063	POLICE	2013	Chevrolet	Tahoe	2023	2023 Chevrolet Tahoe Police 4x2	POLICE - Tahoe Outfit	\$9,145	60
2065	POLICE	2014	Chevrolet	Tahoe	2023	2023 Chevrolet Tahoe Police 4x2	POLICE - Tahoe Outfit	\$9,145	60
2071	POLICE	2017	Ford	Utility Police Interceptor	2023	2023 Chevrolet Tahoe Police 4x2	POLICE - Tahoe Outfit	\$9,145	60
3232	POLICE	2010	Ford	Crown Vic	2023	2023 Chevrolet Tahoe Police 4x2	POLICE - Tahoe Outfit	\$9,145	60
3385	POLICE	2009	Ford	Crown Vic	2023	2023 Chevrolet Tahoe Police 4x2	POLICE - Tahoe Outfit	\$9,145	60
3387	POLICE	2012	Chevrolet	Tahoe	2023	2023 Chevrolet Tahoe Police 4x4	POLICE - Tahoe Outfit	\$9,145	60
2508	POLICE	2009	Ford	F-150	2023	2023 RAM 1500 Classic Tradesman 4x2 Crew Cab 5.6ft. Box	POLICE - Silverado Outfit	\$8,330	60
2591	POLICE	2010	Ford	F-150	2023	2023 RAM 1500 Classic Tradesman 4x2 Crew Cab 5.6ft. Box	POLICE - Silverado Outfit	\$8,330	60
2167	POLICE	2016	Chevrolet	Silverado 1500	2023	2023 RAM 1500 Classic Tradesman 4x4 Crew Cab 5.6ft. Box	POLICE - Silverado Outfit	\$8,330	60
2169	POLICE	2019	Chevrolet	Silverado 1500	2023	2023 RAM 1500 Classic Tradesman 4x4 Crew Cab 5.6ft. Box	POLICE - Silverado Outfit	\$8,330	60
7160	PUBLIC WORKS	2014	Ford	F-150	2023	2023 RAM 1500 Classic Tradesman 4x2 Crew Cab 5.6ft. Box	POLICE - Silverado Outfit	\$8,330	60
2067	WATER	2008	Ford	F-250	2023	2023 Chevy Silverado 2500HD WT 4x2 Reg Cab 8ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
2070	WATER	2005	Chevrolet	Silverado 2500HD	2023	2023 Chevy Silverado 2500HD WT 4x4 Crew Cab 6.75ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
2073	WATER	2012	Ford	F-350 Chassis	2023	2023 Chevy Silverado 3500HD Chassis WT 4x4 Crew Cab 176.8 in. WB DRW	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
2074	WATER	2006	Chevrolet	Suburban 1500	2023	2023 Ford Maverick XL 4x2 SuperCrew 4.5ft. Box HYBRID	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
2075	WATER	2008	Ford	F-150 SuperCrew	2023	2023 RAM 1500 Classic Tradesman 4x2 Quad Cab 6.3ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
4342	?	2019	Ford	F-250	2024	2023 Chevy Silverado 2500HD WT 4x2 Double Cab 6.75ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
7159	POLICE	2019	Chevrolet	Tahoe	2024	2023 Chevrolet Tahoe Police 4x2	POLICE - Tahoe Outfit	\$9,145	60
3389	POLICE	2017	Ford	Expedition	2024	2023 Chevrolet Tahoe Police 4x2	POLICE - Tahoe Outfit	\$9,145	60
2066	POLICE	2019	Chevrolet	Tahoe	2024	2023 Chevrolet Tahoe Police 4x2	POLICE - Tahoe Outfit	\$9,145	60
2069	WATER	2019	Toyota	Tacoma	2024	2023 RAM 1500 Classic Tradesman 4x2 Quad Cab 6.3ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
2064	PARK & CEMETERY	2022	Ford	F-150	2027	2023 RAM 1500 Classic Tradesman 4x4 Quad Cab 6.3ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60
2072	WATER	2022	Toyota	Tacoma	2027	2023 RAM 1500 Classic Tradesman 4x2 Quad Cab 6.3ft. Box	Grill Guard, Tool Box, 4ft Light Bar, Spray Liner	\$4,276	60

Current Fleet			30		Fleet Growth			0.00%		Proposed Fleet		30	
Current Avg. Cycle			10.0		Annual Miles			10,319		Proposed Cycle		5.0	
Est. Current Maint.			\$186		Percentage of Idle Time			47%		Est. New Vehicle Maint		\$73	
Current Fuel Economy			13		Cost of Fuel			\$3.50		Est. New Vehicle Fuel Economy		16	
Fleet Mix						Fleet Cost				Annual			
Fiscal Year	Fleet Size	Annual Needs	Owned	Leased	Purchase	Lease/Finance*	Upfront Capital & Equipment	Est. Maintenance & Fuel	Equity	Fleet Budget	Net Difference	Savings Balance	
Current	30	3.0	30	0	138,333		20,031	253,197	0	411,561	0	0	
2023	30	23	7	23		225,404	27,053	171,475	-93,800	330,132	81,429	81,429	
2024	30	5	2	28		275,726	6,859	160,540	-85,000	358,125	53,436	134,864	
2025	30	0	2	28		275,726	0	160,540	0	436,266	(24,705)	110,159	
2026	30	0	2	28		275,726	0	160,540	0	436,266	(24,705)	85,454	
2027	30	2	0	30		293,899	0	159,812	-241,448	212,263	199,298	284,751	
2028	30	23	0	30		293,899	27,053	159,812	-60,431	420,333	(8,772)	275,979	
2029	30	5	0	30		293,899	6,859	159,812	0	460,570	(49,009)	226,970	
2030	30	0	0	30		293,899	0	159,812	0	453,711	(42,150)	184,819	
2031	30	0	0	30		293,899	0	159,812	-20,932	432,779	(21,219)	163,601	
2032	30	2	0	30		293,899	0	159,812	-211,948	241,763	169,798	333,399	
									EST. TOTAL 10-YEAR SAVINGS		\$333,399		

CASE STUDY (CITY OF FREDERICKSBURG, TX)

CASE STUDY | CITY OF FREDERICKSBURG, TX



City lowers fleet maintenance costs by \$127K with Fleet Program.

BACKGROUND

Location: Fredericksburg, TX
Industry: Government
Total vehicles: 75 vehicles

THE CHALLENGE

Each year, the City of Fredericksburg was faced with high vehicle repair and maintenance costs for an aging fleet. The City's 75 vehicles had an average age of 12 years resulting in unexpected maintenance issues each year. The City was spending \$153,300 per year on fleet maintenance, averaging over \$2,000 per truck. Searching for solutions within their budget, the city needed to make managing their vehicles easier, from purchasing to maintenance and driver fueling options.

THE SOLUTION

Enterprise Fleet Management presented a proactive fleet replacement plan to the City of Fredericksburg that would reduce the average age of their fleet by 60% helping reduce operational and maintenance expenses. With integrating newer vehicles into the City's fleet, employees would drive safer, more reliable vehicles with minimal maintenance needs. Long-term, this plan has helped save an average of \$29,284 per year in fleet related expenses.

"We have truly enjoyed the partnership with Enterprise Fleet Management. Things are much easier to manage now, and we are saving money on vehicle maintenance."

— Brian Peters, Programs Manager

Enterprise Fleet Management also recommended replacing all vehicles owned by the city within a 5-year time frame. This approach will help The City lower maintenance expense from \$153,300 per year to \$26,016 per year.

THE RESULTS

Since their partnership began 4 years ago, Enterprise Fleet Management has helped The City of Fredericksburg transition their fleet vehicles from an average age of 12 years to 4. The City has experienced a significant reduction in costs associated with their fleet program and a decrease in employee downtime. This is due to The City putting their trust in the local Enterprise Fleet Management team's expertise and the fleet planning analytics backing each recommendation. The partnership has given the City visibility into all vehicle costs and budget accordingly.

To learn more, visit efleets.com or call 877-23-FLEET.



Key Results

MAINTENANCE
LOWERED BY
83%



**SAVED
\$62,052**
OVER THE LAST 2
REPLACEMENT YEARS

5 YEAR
REPLACEMENT PLAN



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PROGRAM RESOURCES

ACCOUNT MANAGEMENT

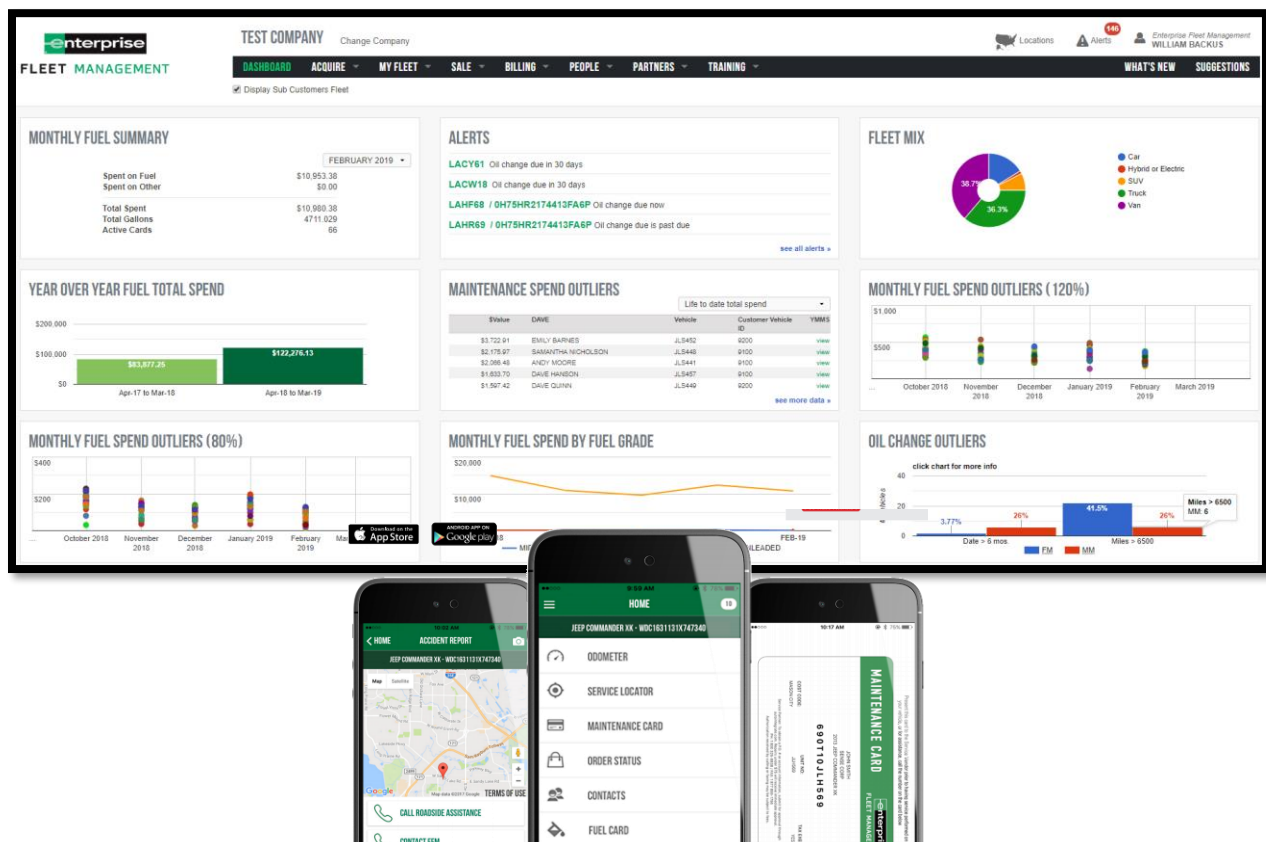
City of Breckenridge will have a dedicated, local account team to proactively manage and develop your fleet while delivering the highest level of customer service to facilitate your day-to-day needs.

- Your dedicated Account Manager meets with you 3-4 times a year for both financial and strategic planning.
- Your Account Manager will provide on-going analysis – this will include most cost-effective vehicle makes/models, cents per mile, total cost of ownership, and replacement analysis.

TECHNOLOGY

Enterprise Fleet Management's website provides vehicle tracking, reporting, and metrics. Our website can be customized to view a wide range of data so that you may have a comprehensive and detailed look at all aspects of your fleet and the services provided. Our Mobile App gives drivers all the convenience and functionality they need.

- Consolidated Invoices - Includes lease, maintenance, and any additional ancillaries
- Maintenance Utilization - Review the life-to-date maintenance per vehicle
- Recall Information - See which units have open recalls
- License & Registration - See which plate renewals are being processed by Enterprise and view status
- Alerts - Set customizable alerts for oil changes, lease renewals, license renewals, and billing data
- Lifecycle Analysis - See data regarding all transactions for the lifecycle of the entire fleet, with drill-down capability to any specific lease or transaction



REFERENCES

CURRENT PARTNERS

- City of Anna
- City of Joshua
- City of Mount Pleasant
- City of Bedford
- City of Alvarado
- City of Justin
- City of Haltom City
- City of Colleyville
- City of White Settlement
- City of Kaufman
- City of Commerce
- City of Willow Park
- City of Denison
- City of Palestine
- City of Melissa
- City of Waxahachie
- City of Keller
- Town of Pantego
- City of Lake Worth
- City of Everman

REFERENCE:

Below is a list of client references including City name, contact person, and telephone number.

1. City: **City of Joshua**
Business Phone # 817-558-7447
Contact Person: Amber Bransom, Assistant City Manager
2. City: **City of Sulphur Springs**
Business Phone # 903-885-7541
Contact Person: Marc Maxwell, City Manager and Lesa Smith, Finance Director
3. City: **City of Melissa**
Business Phone # 972-837-2682
Contact Person: Jason Little, City Manager

COOPERATIVES:

- TIPS/TAPS USA
- SOURCEWELL

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Any alterations, additions, replacement parts or improvements to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4. Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, Lessee shall have the right to remove any additional equipment installed by Lessee on a Vehicle prior to returning such Vehicle to Lessor under Section 4. The value of such alterations, additions, replacement parts and improvements will in no instance be regarded as rent. Without the prior written consent of Lessor, Lessee will not make any alterations, additions, replacement parts or improvements to any Vehicle which detract from its economic value or functional utility. Lessor will not be required to make any repairs or replacements of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any Vehicle or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage or \$100,000 Bodily Injury Per Person, \$300,000 Per Occurrence and \$50,000 Property Damage (100/300/50) - No Deductible

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$500 per occurrence - Collision and \$250 per occurrence - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered

Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition or business of Lessee or any guarantor; or (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue

at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust

By: Enterprise Fleet Management, Inc. its attorney in fact

Signature: _____

By: _____

Title: _____

Address: _____

Date Signed: _____, _____

Initials: EFM_____ Customer_____



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding emergency budget amendment for Park Drain Line Replacement

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

In November we discovered two large holes that caved in over a culvert on the north end of the Soccer field just south of Walker. This 36" culvert drains water from the east side of the field west to the Gunsolus Creek. The culvert is damaged and needs to be replaced as well. We received two proposals.

FINANCIAL IMPACT:

Emergency budget amendment

STAFF RECOMMENDATION:

Approve emergency budget amendment for low bid proposal to Mendoza Backhoe Service and authorized City Manager to execute the contract

**Mendoza Backhoe Service
704 W. Wheeler
Breckenridge, TX 76424
254/477-3783**

12/29/2022

Proposal

City of Breckenridge, TX
105 North Rose Ave.
Breckenridge, TX 76424

Re: City of Breckenridge Park Drain Line Replacement

Labor, material and equipment to replace approximately 180 ft of steel culvert with 180 ft of 36" HDPE culvert, install new culvert to grade, backfill and dress

Material-	\$19,000
Labor-	<u>\$13,000</u>
Total-	\$32,000

City will provide a place to dispose of extra fill material.

If fill material is needed for backfill, cost per 12 yd load of fill material will be \$180.00 per load.

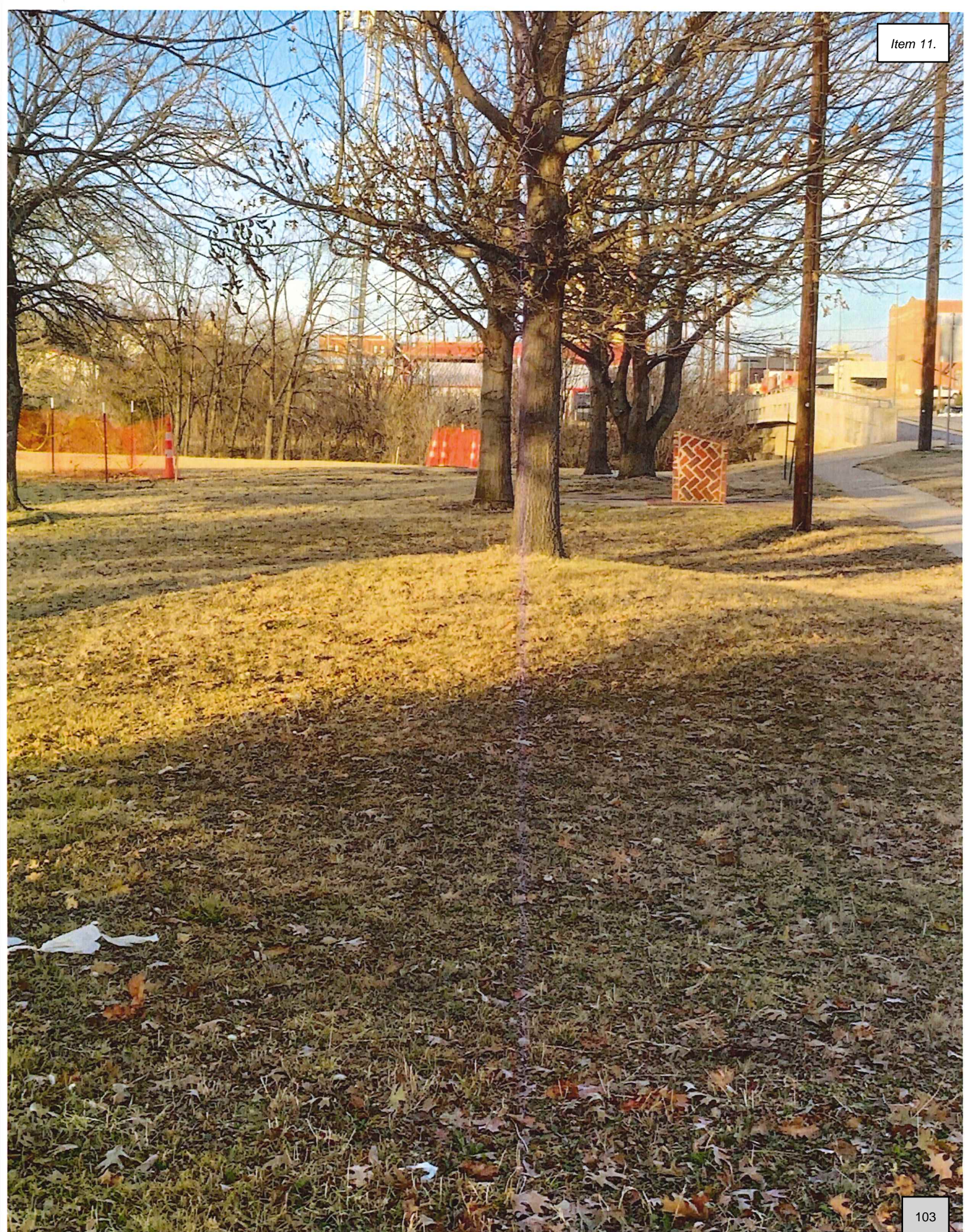
Please let me know if you have any questions.
Sincerely,

Jose Mendoza













BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action on Resolution 2023-03 authorizing the continued participation with the steering committee of the cities served by Oncor.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Purpose of the Resolution

The City of Breckenridge is a member of a 171-member city coalition known as the Steering Committee of Cities Served by Oncor (Steering Committee). The resolution approves the assessment of a ten cent (\$0.10) per capita fee to fund the activities of the Steering Committee.

Why this Resolution is Necessary

The Steering Committee undertakes activities on behalf of municipalities for which it needs funding support from its members. Municipalities have original jurisdiction over the electric distribution rates and services within the city. The Steering Committee has been in existence since the late 1980s. It took on a formal structure in the early 1990s. Empowered by city resolutions and funded by per capita assessments, the Steering Committee has been the primary public interest advocate before the Public Utility Commission, ERCOT, the courts, and the Legislature on electric utility regulation matters for over three decades.

The Steering Committee is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Oncor Electric Delivery Company, LLC within the City. Steering Committee representation is also strong at ERCOT. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that the Steering Committee be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of “Be It Resolved” Paragraphs

I. The City is currently a member of the Steering Committee; this paragraph authorizes the continuation of the City’s membership.

II. This paragraph authorizes payment of the City’s assessment to the Steering Committee in the amount of ten cents (\$0.10) per capita, based on the population figure for the City as shown in the latest TML Directory of City Officials.

III. This paragraph requires payment of the 2023 assessment be made and a copy of the resolution be sent to the Steering Committee.

Payment of Assessment

A copy of the resolution should be mailed with payment of the fee to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney’s Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Steering Committee of Cities Served by Oncor*.

FINANCIAL IMPACT:

Participation cost was included in the 2022-2023 budget.

STAFF RECOMMENDATION:

Move to approve Resolution 2023-03 as presented.

City of Arlington, c/o Oncor Cities
Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste. 300
MS # 63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
12/29/2022	23-14

Bill To
City of Breckenridge

Item	Population	Per Capita	Amount
2023 Membership Assessment	5,868	0.10	586.80
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010		Total	\$586.80

2022 OCSC NEWSLETTER

Steering Committee of
Cities Served by
Oncor

Item 12.

2022 YEAR IN REVIEW ISSUE

This past year was an active one for the Steering Committee of Cities Served by Oncor. This Year in Review edition of the OCSC newsletter highlights significant 2022 events and looks ahead to 2023.

OCSC Welcomes New 2022 Members

The Steering Committee of Cities Served by Oncor welcomed several new members to the coalition in 2022, including the cities of Seymour, Garrett, Lavon, Gunter and Hutchins. OCSC, an organization of more than 160 Texas cities with residents served by the Oncor transmission and distribution utility, represents consumer interests in ratemaking matters at the Public Utility Commission of Texas. Membership in this standing committee is determined by passage of a resolution by each governing body.

Oncor Rate Case Update

On December 28, 2022, after several months of deliberation, the State Office of Administrative Hearing (SOAH) released its Proposal for Decision (PFD) in Oncor's ongoing rate case, PUC Docket No. 53601. Oncor initially filed its application to change rates with the Public Utility Commission of Texas on May 13, 2022, requesting an annual retail base rate revenue requirement of \$5.811 billion. Put differently, Oncor sought a \$251 million increase to its revenue requirement, which represents a 4.5 percent increase over its adjusted test-year revenues. If adopted, the requested revenue requirement would have increased residential rates by 11.2 percent.

OCSC played an active role throughout the case, with recommendations focused on striking an appropriate balance between consumer rates and Oncor's capital recovery. OCSC recommended that the PUC reduce Oncor's requested revenue requirement by \$525.7 million. If adopted, this reduction would result in a \$275 million reduction to Oncor's 2021 test-year revenue requirement.

SOAH agreed that Oncor's requested rates would unduly burden consumers. Accordingly, the PFD recommends that the PUC decrease Oncor's test-year revenue requirement by \$60.6 million.

To reach its conclusion, among other things, SOAH found that:

- Oncor's current capital structure of 57.5% long-term debt and 42.5% common equity is appropriate.
- Oncor's Return on Equity (ROE) should be 9.3% rather than Oncor's requested ROE of 10.30%.
- The PUC should not consider Oncor's mobile generation unit leasing costs, which accounted for \$3.1 million of Oncor's rate base, in Oncor's revenue requirement.
- A ten-year amortization period for all non-tax regulatory assets and liabilities, except the Intangible Amortization Over-Recovery Liability, is appropriate. The Intangible

Amortization Over-Recovery Liability should have a five-year amortization period.

The PFD also addresses substantive concerns raised by OCSC in hearing. For example, the PFD recommends that the PUC include language in Oncor’s tariff that expressly grants city customers input in selecting street light alternatives.

would substantially lower Oncor’s requested revenue requirement and, among other things, ensure that city customers have appropriate input in key decisions such as Oncor’s streetlamp selections. To take effect, the PFD still must be adopted by the PUC Commissioners. The Commissioners should issue their decision soon, likely at the next PUC Open Meeting on January 12, 2023.

The PFD, if adopted by the PUC commissioners, Find more information at the PUC website, under Docket No. 53601.

Policymakers Consider Post-Winter Storm Uri Market Reforms

In response to the statewide power outages from the previous year, the Public Utility Commission during 2022 continued its consideration of potentially far-reaching reforms for the ERCOT market.

Broadly referred to a “Phase II” reforms, the market modifications — if authorized — could lead to generation capacity additions but likewise add to consumer costs. Consideration of these Phase II changes followed the adoption of so-called “Phase I” changes in 2021. These previous changes included new weatherization requirements for power plants and modifications to existing operational rules at ERCOT.

On Nov. 10, the Public Utility Commission released an independent study from the San Francisco-based E3 consulting firm that outlined several Phase II reform options. These included a “Performance Credits Mechanism” model favored by PUC chair Peter Lake, and a separate “Forward Reliability Market” favored by the E3 consultants themselves.

However, both proposals as well as others in the E3 report drew pushback from key lawmakers during 2022. Some representatives of influential ERCOT stakeholder groups and the state’s independent monitor of the ERCOT market also panned the E3 analysis during Nov. 17 and Dec. 5 legislative hearings.

Reform Options

The Forward Reliability Market (recommended by the E3 consultants) and the Performance Credits Mechanism (favored by PUC Chair Lake) share various operational similarities and would impact consumers in similar ways. For example, both would add approximately \$460 million per year to energy costs, according to the E3 report. Both also appear similar to “capacity market” concepts historically rejected in Texas.

More specifically, the Forward Reliability Market (“FRM”) design recommended by the E3 consultants would establish a reliability standard within ERCOT — that is, a level of targeted capacity reserves based on calculated outage risks — and then a corresponding quantity of reliability credits would be created to fulfill that standard. Market participants would acquire these reliability credits through a mandatory, centrally cleared forward market administered by ERCOT.

By contrast, PUC Chair Lake’s favored Performance Credits Mechanism (“PCM”) design would establish a reliability standard along with a corresponding quantity of performance credits. The performance credits would be purchased by load-serving entities, and the value of the credits would go to generation resources based on their availability during high-risk hours. The overall value of the credits would be determined by an administratively set demand curve. In addition, the PCM design allows for load-serving entities and generators to trade Performance Credits during the year, through a voluntary market.

Other market designs examined by E3 include the state’s status quo Energy Only design, a Load Serving Entity Reliability Obligation design, a Backstop Reliability Service design, a Dispatchable Energy Credits design, and a hybrid of the Backstop Reliability Service and Dispatchable Energy Credits designs.

These market reform efforts pursued by the PUC and the E3 report took center stage during a pair of legislative committee meetings — a Nov. 17 meeting of the Senate Business and Commerce Committee, and a Dec. 5 meeting of the House State Affairs committee. The E3 consultants themselves did not appear at either meeting — an absence described as “bad form” by one of the lawmakers.

Of the two committee meetings, it was that of Senate Business and Commerce in which lawmakers expressed the most skepticism about the report’s findings. For instance, Sen. Charles Schwertner, chair of the Senate Business and Commerce Committee, questioned whether any of the plans would guarantee the construction of new thermal generation. In addition, all nine Senate committee members signed onto a critical Dec. 1 letter addressed to the PUC. The lawmakers wrote in it that none of the proposals so far under consideration adhered to the goals set forth in Senate Bill 3, which was omnibus energy reform legislation adopted in 2021. “It is not in the best interest of our constituents to support any proposal that further delays investments in new dispatchable generation, and the Commission should carefully consider the unintended consequences of any type of proposal that creates more uncertainty for market participants,” the lawmakers wrote.

PUC Chair Lake defended the E3 report during both legislative hearings and said that three of the agency’s five commissioners have expressed qualified support for the PCM option. According to Lake, the extra consumer costs associated with that option are worthwhile because of its reliability benefits. He said that if it turned out more reliability was unneeded, then the extra costs would be inconsequential. “Anything short of a comprehensive reliability standard and reliability service like the PCM is just a band-aid,” Lake told members of the State Affairs Committee.

Lake said the PUC would adopt one of the planned options during the commissioners’ January 12 meeting, but not authorize implementation until after they receive input from the Texas Legislature during the upcoming session that convenes on January 10.

2022 Interim Filings

In addition to the ongoing general rate, Oncor also submitted interim rate requests during 2022.

1,300 kilowatt hours of electricity per month. The PUC adopted the order on September 15, 2022. More information can be found in PUC Docket No. 53671.

Energy Efficiency Cost Recovery Factor Order

On May 31, Oncor filed an application with the PUC to adjust its Energy Efficiency Cost Recovery Factor to recover \$83,058,209 in program costs incurred during 2023. This included the energy-efficiency costs of \$51,665,637, a net under recovery of \$2,603,394 for 2021 program costs and other expenses. Under an agreement with OCSC and other parties, Oncor will reduce its recovery by \$200,000, for a total of \$82,858,209. The resulting EECRF charge for residential consumers amounts to \$.001028 per kilowatt hour, or approximately \$1.34 cents for a customer consuming

Transmission Cost of Service Order

On January 26, 2022, Oncor filed an application seeking an interim update of its previously approved transmission cost of service and wholesale transmission rate. On March 31, an approval was granted adjusting Oncor’s annual revenue on an interim basis to \$1,247,772,772 and adjusting its wholesale transmission rate to \$17,212.955892 per megawatt.

Find more information at the PUC website, under Docket No. 53145.

Oncor Distribution Spending and Reliability Update

Even while nearly tripling its spending in gross capital additions to its distribution systems over the years, Oncor’s service reliability decreased, according to the seventh annual “Electric Distribution System spending and Reliability Report” released Sept. 7 by the Texas Public Utility Commission.

An annual report that tracks reliability and reliability-related spending trends, the latest iteration covers the ten-year period from 2012-2021 and included findings for Oncor, as well as other major Texas utilities such as CenterPoint, AEP Texas, El Paso Electric Company, Entergy Texas, Southwestern Electric Power Company, Southwestern Public Service Company, and Texas-New Mexico Power Company.

Under the report, the frequency of outages is benchmarked through a “System Average Interruption Frequency Index,” or “SAIFI.” The report likewise employs the “System Average Interruption Duration Index” or “SAIDI,” to rank Texas distribution utilities by average interruption time on a per-customer basis. All else equal, a lower SAIDI represents better reliability.

Both SAIDI and SAIFI calculations in the report do not account for momentary service interruptions. Further, the report specifically does not mention Winter Storm Uri, although presumably the devastating February 2021 storm contributed to the exponential increases in SAIFI and SAIDI observed from 2020 to 2021.

Report highlights pertaining to Oncor include:

- From 2012 to 2021, Oncor’s distribution gross capital additions per customer nearly tripled, from about \$120 per customer to \$300 per customer.
- Oncor’s major event SAIFI value increased from .5 interruptions per customer in 2020 to 1.20 interruptions per customer in 2021. Major event interruptions from 2012 to 2021 ranged from about .5 interruptions to 1.20 interruptions depending on the year.
- Oncor’s major events SAIDI value increased from ninety interruptions per customer in 2020 to about five hundred interruptions per customer in 2021. Prior to this peak, there was one other peak (though not nearly as high) in 2019 due to Hurricane Harvey.

The report can be found on the PUC website, under Docket No. 46735.

Oncor Financial Results

Oncor Electric has reported net income of \$318 million during the three months ending September 30, as compared to net income of \$258 million for the same period in 2021, according to the most recent financial report the Texas electric utility released to investors.

The company attributed the \$60 million quarter-over-quarter increase to higher weather-related consumption, increases in customer growth, increases to transmission and distribution rates, and performance bonus revenue from its energy efficiency efforts. Those gains were partially offset by increases in operation and maintenance expenses and taxes.

The quarterly financial information was released Nov. 3 and coincided with a call with financial analysts by California-based Sempra Energy, Oncor’s majority owner. Oncor is based in Dallas and operates the state’s largest electric transmission and distribution utility.

Oncor also reported an increase of 9.2 percent in distribution base revenues for the recent quarter (or 2.3 percent on a weather normalized basis), as compared to the same quarter in 2021. Contributing to this increase was a 12.6 percent increase in distribution base revenues from residential customers.

The company noted that its service territory continues growing at one of the nation’s fastest rates, and that this dramatic growth has allowed it to increase revenues while simultaneously developing new infrastructure projects. Indicative of that growth is the

approximately 14,000 new premises Oncor connected to the ERCOT grid during the third quarter of 2022, an increase of about 7.7 percent as compared to the third quarter of 2021.

Oncor likewise reported 565 active transmission point-of-interconnection requests in queue as of Sept. 30, which is a 52 percent increase from Sept. 30, 2021. Of those active requests, approximately 52 percent are for solar generators, 35 percent for energy storage, 10 percent for wind generators and three percent for gas, according to the company.

In addition, Oncor reported the construction or upgrade of approximately three hundred miles of power lines and the completion of two major substations during the third quarter of 2022. It also placed \$80 million of transmission projects into service.

In total, the company reported capital expenditures totaling \$2.2 billion during the nine months ending Sept. 30, and it reports that it remains on track to meet its \$3 billion capital plan for 2022. However, financial uncertainties associated with high inflation and a pending rate case prompted the board to put off adoption of its 2023 capital expenditure budget until a later board meeting. It likewise delayed any announcement pertaining to a new five-year capital plan, and instead said it will reveal those details at the end of the first quarter of 2023.

Lawmakers File Energy-Related Bills in Preparation for 88th Regular Session

During the most recent Regular Session of the Texas Legislature — the 87th in 2021 — lawmakers filed approximately four hundred energy-related bills, which is far more than the typical number of such bills. This aggressive filing of energy-related bills largely can be attributed to public outcry over the 2021 winter storm power outages. Given that Texas so far has not suffered a repeat grid crisis, do not expect the number of such bills filed during the 88th session to match those of the 87th session. However, both ERCOT and the Public Utility Commission will be subject to the Sunset Review process during the upcoming session and so legislative interest in both organizations will be keen. The 88th session convenes on Jan. 10.

Bills of interest

This year's bill filing deadline is on March 10. Some of the energy-related bills we have seen so far relate to wind and solar power, electric vehicles, energy efficiency and the use of natural gas appliances. Here is a sample:

- House Bill 564, by Rep. Ron Reynolds, would require the Texas Facilities Commission, in collaboration with the Department of Information Resources, to conduct a study on the potential use by state agencies of energy efficient and energy-saving information technology.
- House Bill 763, by Rep. Christina Morales, requires the PUC to study the impact of additional interconnections between the ERCOT grid, Mexico and other jurisdictions. This is refiled legislation from 2021.
- House Bill 795, by Rep. Ed Thompson, would require nursing homes to maintain an emergency generator or comparable power source that can operate for at least 72 hours during a power outage.
- House Bill 820, by Rep. Ken King, would impose an additional registration fee of \$200 for electric vehicles and \$100 for hybrid vehicles. Most proceeds would go to State Highway Fund, but 10 percent would go to an "electric battery disposal account" to reimburse costs incurred by the state or its political subdivisions for disposing of electric car batteries.
- Senate Bill 330, by Bob Hall, would create the Texas Electric Grid Security Commission that would be charged with evaluating the vulnerabilities to the grid and critical infrastructure and developing standards that will mitigate these threats.
- Senate Bill 114, by Jose Menendez, stipulates that electric customers are entitled to participate in demand response programs through their retail electric providers and must receive notice when ERCOT issues an emergency energy alert about low operating reserves to generators, planned outages, and the length of time the outages are expected to last.
- Senate Bill 258, by Sen. Sarah Eckhardt, would enhance energy efficiency goals for electric utilities.
- House Bill 697, by Rep. Justin Holland, would require home sellers to reveal the sort of gas piping installed at their residence and particularly whether black iron pipes, corrugated, copper or stainless steel. The disclosure holds importance for customer safety given that older black iron pipes have been associated with various fatal accidents.
- House Bill 743, by Rep. Jay Dean, prohibits cities and counties from adopting ordinances that restrict the use of gas appliances in residential or commercial buildings. The issue has been pressed in recent years by gas utilities, who have seen a move away from the use of gas appliances nationwide for environmental reasons.

2023 OCSC Meetings

March 9 — in person and Zoom
June 8 — Zoom only
September 7 — in person and Zoom
December 7 — Zoom only

OCSC Officers

Paige Mims — Chair
Don Knight — Vice Chair
Lupe Orozco — Secretary
David Johnson — Treasurer



For more questions or concerns regarding any OCSC matter or communication, please contact the following representative, who will be happy to provide assistance:

Thomas L. Brocato
Attorney

Direct : (512) 322-5857
Email: tbrocato@lglawfirm.com

RESOLUTION NO. 2023-03

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF SIX CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

- WHEREAS, the City of Breckenridge is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the city; and
- WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and
- WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and
- WHEREAS, the City is a member of the Steering Committee; and
- WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and
- WHEREAS, the Steering Committee at its December 2022 meeting set a budget for 2023 that compels an assessment of ten cents (\$0.10) per capita; and
- WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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

I.

That the City is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the City of Breckenridge and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the City limits.

II.

The City is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the City shown in the latest TML Directory of City Officials.

III.

A copy of this Resolution and the assessment payment check made payable to "*Steering Committee of Cities Served by Oncor*" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PRESENTED AND PASSED on this the 7th day of February, 2023, by a vote of _____ ayes and _____ nays at a regular meeting of the City Council of the City of Breckenridge, Texas.

Bob Sims,
Mayor

ATTEST:

Jessica Sutter
City Secretary

APPROVED AS TO FORM:

Eileen M. Hayman
City Attorney

OCSC Master List of Members (171 Total)

1. Addison	49. Edgecliff Village	97. Lamesa	145. Seymour
2. Allen	50. Ennis	98. Lancaster	146. Sherman
3. Alvarado	51. Eules	99. Lavon	147. Snyder
4. Andrews	52. Everman	100. Lewisville	148. Southlake
5. Anna	53. Fairview	101. Lindale	149. Springtown
6. Archer City	54. Farmers Branch	102. Lindsay	150. Stephenville
7. Argyle	55. Fate	103. Little Elm	151. Sulphur Springs
8. Arlington	56. Flower Mound	104. Little River Academy	152. Sunnyvale
9. Azle	57. Forest Hill	105. Malakoff	153. Sweetwater
10. Bedford	58. Forney	106. Mansfield	154. Temple
11. Bellmead	59. Fort Worth	107. McKinney	155. Terrell
12. Belton	60. Frisco	108. Mesquite	156. The Colony
13. Benbrook	61. Frost	109. Midland	157. Trophy Club
14. Beverly Hills	62. Gainesville	110. Midlothian	158. Tyler
15. Big Spring	63. Garland	111. Murchison	159. University Park
16. Breckenridge	64. Garrett	112. Murphy	160. Venus
17. Bridgeport	65. Glenn Heights	113. New Chapel Hill	161. Waco
18. Brownwood	66. Grand Prairie	114. North Richland Hills	162. Watauga
19. Buffalo	67. Granger	115. Northlake	163. Waxahachie
20. Burkburnett	68. Grapevine	116. O'Donnell	164. Westover Hills
21. Burleson	69. Gunter	117. Oak Leaf	165. Westworth Village
22. Caddo Mills	70. Haltom City	118. Oak Point	166. White Settlement
23. Cameron	71. Harker Heights	119. Odessa	167. Wichita Falls
24. Canton	72. Haslet	120. Ovilla	168. Willow Park
25. Carrollton	73. Henrietta	121. Palestine	169. Wilmer
26. Cedar Hill	74. Hewitt	122. Pantego	170. Woodway
27. Celina	75. Highland Park	123. Paris	171. Wylie
28. Centerville	76. Honey Grove	124. Parker	
29. Cleburne	77. Howe	125. Plano	
30. Coahoma	78. Hudson Oaks	126. Pottsboro	
31. Colleyville	79. Hurst	127. Prosper	
32. Collinsville	80. Hutchins	128. Ranger	
33. Colorado City	81. Hutto	129. Red Oak	
34. Comanche	82. Iowa Park	130. Rhome	
35. Commerce	83. Irving	131. Richardson	
36. Coppell	84. Jolly	132. Richland	
37. Copperas Cove	85. Josephine	133. Richland Hills	
38. Corinth	86. Justin	134. River Oaks	
39. Cross Roads	87. Kaufman	135. Roanoke	
40. Crowley	88. Keene	136. Robinson	
41. Dallas	89. Keller	137. Rockwall	
42. Dalworthington Gardens	90. Kemp	138. Rosser	
43. De Soto	91. Kennedale	139. Rowlett	
44. DeLeon	92. Kerens	140. Royse City	
45. Denison	93. Killeen	141. Sachse	
46. Duncanville	94. Krum	142. Saginaw	
47. Early	95. Lake Worth	143. Sansom Park	
48. Eastland	96. Lakeside	144. Seagoville	



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Ordinance 2023-02 ordering a Municipal General Election to be held on May 6, 2023 for the purpose of electing the Offices of Commissioner Place 3 and Commissioner Place 4.

Department: Admin

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Article IV of the City of Breckenridge Code of Ordinances provides for the guidance of elections of the governing body election. Additionally, state law sets the first Saturday in May as a uniform election date. This years election day will be be May 6, 2023.

This year, two citizens will be elected at large to each serve a two-year term as Commissioner Place 3 and Commissioner Place 4. The incumbents for these positions are Vince Moore, and Gary Mercer respectively. Please note that the places are not geographically based. The terms of office will be from May of 2023 to May of 2025.

In the event the city does not have a contested race the commission will have the ability to cancel the election.

The polling location for Early Voting will be at the City Offices, 105 North Rose ave as follows:

April 24-28, 2023	8:00am-5:00pm
May 1-2, 2023	8:00am-5:00pm

The polling place for Election Day will be held at the Breckenridge ISD Athletics and Fine Ars Facility, 607 West Second Street on May 6, 2023 from 7:00am-7:00pm.

STAFF RECOMMENDATION:

Approval of Ordinance 2023-02

ORDINANCE NO. 2023-02**AN ORDINANCE PROVIDING FOR A GENERAL ELECTION TO BE HELD FOR CITY COMMISSIONERS, PLACE NOS. 3 AND 4, ON THE FIRST SATURDAY IN MAY 2023 (MAY 6, 2023) IN THE CITY OF BRECKENRIDGE, TEXAS.****BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS:**

Section 1. An election is hereby called to be held in the City of Breckenridge, Texas, on May 6, 2023, (being the first Saturday in May), for the purpose of electing City Commissioners, Place Nos. 3 and 4.

Section 2. Said election shall be called and held as provided by the Charter of the City of Breckenridge and applicable laws pertaining thereto.

Section 3. Candidates for Commissioner, in order to get their names on the official ballot, must proceed as follows: File a sworn application between the following dates: January 18 through February 17, 2023, with the City Secretary (as prescribed by Section 141.031 of the Texas Election Laws).

Section 4. Said election shall be conducted and results canvassed and announced by the election authorities as prescribed by the general election laws of the State of Texas.

Section 5. The City Commission of the City of Breckenridge hereby adopts the use of the ES&S Express Vote Voter Assist Terminal V1.0.121 (to comply with the requirements of Section 301 (a)(3)(B) (of the Help America Vote Act) for regular election day and early voting by personal appearance. The Express Vote is an optical scan ballot marking system. The City Commission of the City of Breckenridge also adopts the use of optical scan ballots for regular and early voting by personal appearance and by mail.

Section 6. The City Commission of the City of Breckenridge, Texas, is hereby authorized and directed to issue the formal order for said election providing for the polling place, the judges and clerks of the election, Early Voting Ballot Board and Notice of Election and returns of the election.

PASSED AND APPROVED this 7th day of February 2023.

BOB SIMS, MAYOR

ATTEST:

JESSICA SUTTER, CITY SECRETARY

S E A L

ORDER AND NOTICE OF CITY ELECTION

THE STATE OF TEXAS }
COUNTY OF STEPHENS }
CITY OF BRECKENRIDGE }

ORDER AND NOTICE

The City Commission of the City of Breckenridge, Texas, by virtue of the power vested in it by law, does hereby order that an election be held in the City of Breckenridge on May 6, 2023, being the first Saturday thereof, for the purpose of electing the following offices of said City:

City Commissioner Place No. 3

City Commissioner Place No. 4

The City has entered into a Joint Election Agreement with Breckenridge Independent School District (School District) and Stephens Memorial Hospital District dba Stephens Memorial Hospital (Hospital District) to hold their May elections at the same polling place as the City – Breckenridge ISD Athletics and Fine Arts Facility, 607 West Second Street, Breckenridge, Texas 76424. If the City cancels its election, the School District will use its Administrative Offices located at 208 North Miller Street, Breckenridge, Texas 76424 and the Hospital District will use Stephens Memorial Hospital located at 200 South Geneva, Breckenridge, Texas 76424 as their election polling places. If the School District cancels its election, the City will use City Office located at 105 N. Rose Ave, Breckenridge, Texas 76424 and the Hospital District will use Stephens Memorial Hospital located at 200 South Geneva, Breckenridge, Texas 76424 as their election day polling place. If the Hospital District cancels its election, The Poll at the above-designated polling place shall on said Election Day be open from 7:00 A.M. to 7:00 P.M. The following named persons are hereby appointed Managers thereof, to-wit:

Karen Chakerian	JUDGE
Anita Lockhart	ALTERNATE JUDGE
Marilyn Garvin	CLERK
(To Be Named)	CLERK
(To Be Named)	CLERK
Mary Alvarez	BILINGUAL CLERK

The City Secretary is hereby given the authority to change or replace the Election Judge or Alternate Judge as needed or if required prior to Election Day. The hourly rate of pay for the election Judge shall be \$12.00 per hour and each Election Clerk shall be \$10.00 per hour. The amount to be paid to the presiding Judge for delivering the election returns shall be \$25.00. The above shall also serve as the Early Voting Ballot Board, and the presiding judge shall serve as the Boards presiding officer. The Early Voting Ballot Board is hereby designated to canvass the early votes cast by mail and by personal appearance.

ORDER AND NOTICE (Cont.)

The City Secretary is hereby appointed Clerk for early voting, and Ms. Diane Latham, Ms. Lacy Botts, Ms. Angela Crowder, Ms. Sherry Morgan, Ms. Mercedes Luna and Ms. Christi Tidrow are hereby appointed Deputy Clerks for early voting. The early voting for the above-designated election shall be held at the City Offices, 105 North Rose Avenue, as follows:

April 24-28, 2023	8:00 A.M. to 5:00 P.M.
May 1-2, 2023	8:00 A.M. to 5:00 P.M.

Applications for ballot by mail shall be mailed to: City of Breckenridge, Early Voting Clerk, 105 North Rose Avenue, Breckenridge, Texas 76424, (254)559-8287. Applications for ballot by mail must be received no later than the close of business on April 25, 2023.

The City Commission will meet in special session on May 16, 2023, to canvass the returns of said Election to be held on May 6, 2023, and to declare the results of said election.

The City Secretary is hereby directed and instructed to post a properly executed copy of this order and notice of election at the City Offices. Said notice shall be posted no later than twenty-one (21) days before the date of said election. Notice of the time and place of holding said election shall be given by publication of such notice in a newspaper of general circulation published in the City of Breckenridge at least ten (10) days and not more than thirty (30) days prior to the date of said election.

PASSED AND APPROVED this the 7th day of February 2023.

BOB SIMS, MAYOR

ATTEST:

JESSICA SUTTER, CITY SECRETARY

S E A L

ORDENANZA NO. 2023-02**UNA ORDENANZA PARA UNA ELECCIÓN GENERAL PARA LOS COMISIONADOS DE LA CIUDAD, NOS.3 Y 4, EL PRIMERA SÁBADO EN MAYO 2023 (6 DE MAYO DE 2023) EN LA CIUDAD DE BRECKENRIDGE, TEXAS.****LO ESTÁ ORDENADO POR LA COMISIÓN DE CIUDAD DE CIUDAD DE BRECKENRIDGE, TEXAS.**

Sección 1. Una elección está llamada para tener lugar en la ciudad de Breckenridge, Texas, en el 6 de Mayo de 2023 (es el primer sábado en Mayo), para el propósito de eligiendo el alcalde y los comisionados, lugares números 3 y 4.

Sección 2. Dicho elección estará llamada y detenido como proveió por la carta constitucional de la ciudad de Breckenridge y las leyes aplicables perteneciendo a eso.

Sección 3. Los candidatos para el comisionado(s), para obtener sus nombres en balota oficial debe dirigirse como siguiente: Archiva una aplicación jurado entre las fechas siguientes: el 18 de enero por el 17 de Febrero de 2023 con la secretaria de la ciudad (como ordenado por Sección 141.031 de las leyes de elección de Tejas).

Sección 4. Dicho elección estará conducido y los resultados examinaron y anunciaron por las autoridades de elección como ordenado por las leyes general de elección del estatdo de Tejas.

Sección 5. La comisionado de ciudad de la ciudad de Breckenridge, Tejas adopta el uso del ES&S Express Vote la Terminal de Máquina de Electoral Asiste V1.0.121 (cumplir con los requerimientos de Sección 301(a)(3)(B) de la Ayuda América del Acto Votante) para el día regular de ellección y votando temprano por presentación personal. El Express Vote es una balota óptica que examina cuidadosamente en el sistema marcando. La comisión de ciudad de la ciudad de Breckenridge adopta también el uso de balota óptica que examina cuidadosamente para regular y votando temprano por presentación y por correo.

Sección 6. La comisión de ciudad de la ciudad de Breckenridge, Tejas por esto está autorizada y dirigida proceder el orden formal para dicho elección proveciendo para el lugar de votación, los jueces y los secretarios de tribunales de la elección, Tribunal de Balota Votando Temprano y Noticia de Elección, y regresos de la elección.

PASADO Y APROBADO este 7th día de Febrero de 2023

BOB SIMS, ALCALDE

FE:

JESSICA SUTTER, SECRETARIA DE CIUDAD

S E A L

ORDEN Y AVISO DE LA ELECCIÓN DE LA CIUDAD

EL ESTADO DE TEXAS }
CONDADO DE STEPHENS }
CIUDAD DE BRECKENRIDGE }

ORDEN DE ELECCIÓN

La comisión de la ciudad de Breckenridge, Texas, en virtud de la autoridad dadalo por la ley, por esto mando que proveció una elección en la cuidad de Breckenridge el 6 de Mayo de 2023 siendo el primer sábado de ese, para el propósito de eligiendo los siguientes oficiales de dicha ciudad:

Comisionado de ciudad, Lugar No. 3

Comisionado de cuidad, Lugar No. 4

La ciudad ha entrado en un acuerdo electoral con Breckenridge Independent School District (distrito escolar) y Stephens Memorial Hospital District dba Stephens Memorial Hospital (Hospital District) a celebrar sus elecciones de mayo en el mismo lugar de votación como la ciudad – Breckenridge ISD Athletics and Fine Arts Facility, 607 West Second Street, Breckenridge, Texas 76424. Si la ciudad cancela su elección, el distrito escolar utilizará sus oficinas administrativas ubicadas en 208 North Miller Street, Breckenridge, Texas 76424 y el Hospital distrito usará Stephens Memorial Hospital ubicado en 200 South Geneva, Breckenridge, Texas 76424 como sus centros de votación electoral. Si el Distrito Escolar cancela su elección, la Ciudad usará la Oficina de la Ciudad ubicada en 105 N. Rose Ave, Breckenridge, Texas 76424 ye el Distrito Hospitalario usará el Hospital Stephens Memorial ubicado en 200 South Geneva, Breckenridge, Texas 76424 como su lugar de votación el día de la elección lugar. Si el distrito Hospital cancela su elección, la ciudad y el distrito escolar utilizará el Breckenridge ISD Athletics and Fine Arts Facility como su lugar de votación del día de las elecciones. En dicha jornada electoral, la encuesta en el lugar de votación designado anteriormente será abierto desde las 7:00 A.M. to 7:00 P.M. Las siguientes personas nombradas son gerentes designados, serán:

Karen Chakerian	Juez
Anita Lockhart	Juez Alterno
Marilyn Garvin	Secretario
(a ser nombrado)	Secretario
(a ser nombrado)	Secretario
Mary Alvarez	Empleado bilingüe

El Secretario de la ciudad se le da la autoridad para cambiar o reemplazar al juez de elección o Juez suplente según sea necesario o si es requerido antes del día de la elección. La tasa de pago por hora para el juez de elección será de \$12.00 por hora y cada secretario electoral será \$10.00 por hora. El importe que debe abonarse al juez presidente para la entrega de las devoluciones de las elecciones será de \$25.00. Lo anterior también servirá como la junta electoral de votación anticipada, y el juez presidente servirá como presidente de las juntas. La Junta de votación anticipada es designada para sondear los votos tempranos emitidos por mtodo y por apariencia personal.

ORDEN Y AVISO (Cont)

El secretario de la ciudad es nombrado secretario para la votación temprana, y la Sra. Diane Latham, la Sra. Sherry Morgan, Sra. Lacy Botts, Sra. Angel Crowder, y la Sra. Christi Tidrow se nombran secretarios suplentes para la votación anticipada. La votación anticipada para la elección antes designada se llevará a cabo en las oficinas de la ciudad, 105 North Rose Avenue, de la siguiente manera:

Abril 24-28, el 2023	8:00 A.M. a 5:00 P.M.
Mayo 1-2, el 2023	8:00 A.M. a 5:00 P.M.

Las solicitudes de boleta por correo se enviarán por correo deben enviarse a: City of Brecknridge, Early Voting Clerk, 105 North Rose Avenue, Breckenridge, Texas 76424, (254) 559-8287. Las solicitudes de boleta por correo deben recibirse a más tardar el cierre del negocio en Abril 25, el 2023.

La Comisión de la ciudad se recaba en sesión ordinaria el Mayo 16, el 2023, parasondear los retornos de dicha elección que se enlacen el Mayo 6, el 2023, resultados y resultados las dedichas elecciones.

El secretario de la ciudad está dirigido y instruido para enviar una copia debidamente ejecutada de esta orden y aviso de elección en las oficinas de la ciudad. Dicho aviso se publicará a más tardar veintiún (21) días antes de la fecha de dicha elección. Aviso del tiempo y lugar de celebración dicha elección será dada por la publicación de tal aviso en un periódico de circulación general publicado en la ciudad de Breckenridge por lo menos diez (10) días y no más de treinta (30) días antes de la fecha de dicha elección.

PASADO Y APROBADO esta la 7th día de Febrero 2023.

BOB SIMS, ALCALDE

FE:

JESSICA SUTTER, SECRETARIA DE LA CIUDAD

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding EMS contract

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Our current contract for EMS services, which is a partnership between Stephens Memorial Hospital and Stephens County for services provided by AMR, will expire in April 1, 2023. Stephens Memorial went out for bid (as they contract for EMS services and then we have a cost sharing agreement with the Hospital and the County) and the current contract provider, AMR, notified they would not be submitting a proposal. Sacred Cross EMS submitted a proposal (\$300,000) and Stephens Memorial awarded the contract in December. The action needed today is the approval of the agreement between the Hospital, County and City to equally share EMS costs.

FINANCIAL IMPACT:

The cost share is split equally between the Hospital, County and City. The City's cost share is \$8700 monthly for an annual total of \$104,400 (this includes \$4,400 annually for rent that houses EMS Staff). Staff will be bringing a Budget Amendment for \$6,366.66 (6-month pro-rated) back to the Commissioners as the budgeted amount for EMS services was \$91,666.68 (\$7,638.89 monthly).

STAFF RECOMMENDATION:

Approve Agreement and authorize the City Manager to execute the document.

AMENDED AND RESTATED EMS SUPPORT AGREEMENT

This Amended and Restated EMS Support Agreement (the "**Agreement**") is made and entered into effective April 1, 2023 (the "**Effective Date**"), by and between Stephens County, Texas, a political subdivision of the State of Texas ("**County**"), the City of Breckenridge, Texas, a political subdivision of the State of Texas ("**City**"), and Stephens Memorial Hospital District, a political subdivision of the State of Texas ("**District**"). County, City and District are each a "**Party**" and are referred to collectively as the "**Parties**."

RECITALS

WHEREAS, the Parties previously entered into that certain EMS Support Agreement dated and effective April 1, 2017 (the "**Original EMS Support Agreement**");

WHEREAS, the Parties have elected to contract with a new licensed emergency medical service ("**EMS**") provider and now desire to amend and restate the Original EMS Support Agreement as hereinafter set forth;

WHEREAS, subject to the terms and conditions herein provided, County and City desire to continue support District's contracting of ground emergency and non-emergency patient care and transfer ambulance services and emergency medical care (collectively, the "**Services**") for the benefit of County's and City's residents and visitors;

WHEREAS, District represents that it has the capability to contract for such Services; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, TEXAS GOVERNMENT CODE § 791.001 et seq.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT

1. **Authority.** County and City hereby grant and authorize District to contract with a licensed EMS provider for the performance all Services within the corporate limits of County (the "**Service Area**"), as may be further reasonable and customary in the industry. District shall maintain EMS service locations as it shall determine in its sole discretion as are necessary to perform Services in accordance with the terms of this Agreement. District shall not be required to provide Services under this Agreement to any portion of the Service Area that is within the boundaries of an emergency services district.

2. **Term and Termination.**

(a) Unless otherwise provided herein, the term of this Agreement shall be for thirty-six (36) months beginning on the Effective Date (the "**Initial Term**"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional 12-month renewal terms unless otherwise terminated as provide for herein.

(b) This Agreement may be terminated at any time during the Term upon thirty (30) calendar days' prior written notice to the other Parties if a Party to whom such notice is given has materially breached and continues to be in material breach or non-fulfillment of this Agreement. The Party(ies) claiming the right to terminate shall set forth in the notice the facts underlying its claim of such material breach or non-fulfillment and shall expressly state that the notice constitutes a termination notice under this Section 2(b). Should the alleged breach or non-fulfillment of this Agreement be remedied within thirty (30) calendar days

of receipt of such notice (or, if such breach or non-fulfillment cannot be cured within such thirty (30) day period but remedial efforts shall be commenced within such period and diligently pursued, the cure period shall be extended for an additional period as may be necessary to cure such breach or non-fulfillment; however, in no event will such breaching or non-fulfilling Party have more than sixty (60) days to cure such breach or non-fulfillment), this Agreement shall continue without interruption for the remaining term.

(c) This Agreement may be terminated by District in accordance with the provisions of Section 4(b) hereof, which shall not be considered a termination based upon a material breach or non-fulfillment of this Agreement for purposes of Section 2(b) hereof.

3. **District's Responsibilities and Services.**

(a) Provision of Services. During all times that this Agreement is in effect, District covenants and agrees to contract with a licensed EMS provider for the performance all Services within the Service Area (the “**EMS Provider**”). County and City are not a party to the agreement between District and EMS Provider. The agreement between District and EMS Provider is attached hereto as **Exhibit A**.

4. **Financial Arrangements.**

(a) Subsidy and Rates.

(i) District agrees to perform this Agreement for an annual subsidy of Two Hundred thousand Dollars (\$200,000.00) per year, or pro rata portion thereof for any partial year, as follows (the “**Subsidy**”):

(A) County shall pay District \$8,333.33 and \$366.67 (1/3 the cost of the EMS station rent) each calendar month on or before the 1st day of such month, total \$8700.00; and

(B) City shall pay District \$8,333.33 and \$366.67 (1/3 the cost of the EMS station rent) each calendar month on or before the 1st day of such month, total \$8700.00.

(b) Rate Review Process.

(i) In the event that at any time during the term hereof District's cost to contract with EMS Provider for the performance all Services within the Service Area under this Agreement increases, District shall provide written notice thereof to County and City. District, County and City agree to work together in good faith during such budgeting process with respect to the payment by County and City of additional funds to District for Services furnished hereunder. In the event that County and City refuse to enter into such negotiations, or such negotiations do not result in funds approved by both County and City that is acceptable to District, in its sole discretion, then District may terminate this Agreement upon sixty (60) days' notice to County and City.

(c) Payments Subject to Future Appropriation.

(i) The Parties understand and agree that all payments or expenditures made by County, City and District under this Agreement are subject to County's, City's, and District's appropriation of funds for such payments or expenditures to be paid in the budget year for which they are made.

(ii) The payments to be made to District or other expenditures under this Agreement, if paid, shall be made solely from annual appropriations from the general funds of County and City

or from such other funds of County and City as may be legally set aside for such purpose, subject to any applicable limitations or procedural requirements.

(iii) The expenses incurred by District for the provision of Services under this Agreement shall be paid solely from annual appropriations from the general funds of District or from such other funds District as may be legally set aside for such purpose, subject to any applicable limitations or procedural requirements.

(iv) In the event County and/or City do not appropriate funds in any fiscal year for payment due or expenditures under this Agreement, County and City shall not be liable to District for such payments or expenditures unless and until appropriation of said funds is made; provided, that District, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

(v) In the event District does not appropriate funds in any fiscal year for Services under this Agreement, District shall not be liable to County and/or City for such Services unless and until appropriation of said funds is made; provided, that District, in its sole discretion, shall have the right but not the obligation to terminate this Agreement and shall have no obligations under this Agreement for the year in respect to which said unappropriated funds relate.

5. **Provisions of General Application.**

(a) Duty to Cooperate. The Parties acknowledge that the Parties' mutual cooperation is critical to the ability of District to perform its duties hereunder successfully and efficiently.

(b) Independent Contractor; Arms' Length Transaction. It is expressly understood and agreed that the relationship between the Parties is that of independent contractors. Nothing herein contained shall in any manner at any time be construed to effect an agreement of partnership or joint venture or render any Party hereto the employee or master of any other Parties and/or its employees, agents or representatives. County, City and District understand and agree that all amounts payable to District under this Agreement represent amounts negotiated between the Parties in arms' length negotiations.

(c) Severability. Each provision of this Agreement is intended to be severable. If any term of provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

(d) Waiver; Consents. No consent or waiver, express or implied, by a Party hereto of any breach or default by the other Parties in the performance by the other of its obligations hereunder shall be valid unless in writing, and no such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such Party hereunder. Failure on the part of a Party to complain of an act or failure to act of the other Parties or to declare the other Parties in default, irrespective of how long such failure continues, shall not constitute a waiver by such Party of its rights hereunder. The granting of any consent or approval in any other instance by or on behalf of any Party hereto shall not be construed to waive or limit the need for such consent in any other or subsequent instance.

(e) Dispute Resolution Procedure. The Parties agree to use the dispute resolution process provided for in Chapter 2009 of the TEXAS GOVERNMENT CODE to attempt to resolve all disputes arising under this Agreement. A Party must give written notice to the other Parties of a claim for breach of this Agreement not later than the 180th day after the date of the event giving rise to the claim. By their execution

of this Agreement, the Parties acknowledge and knowingly and voluntarily agree that neither the execution of this Agreement; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Agreement constitutes or is intended to constitute a waiver of the other Parties' immunity from suit with respect to claims of third parties.

(f) Force Majeure. Each Party shall be excused for failures and delays in performance of its respective obligations under this Agreement due to any cause beyond the control and without the fault of such Party, including without limitation, any act of God, war, riot or insurrection, law or regulation, strike, flood, fire, explosion or inability due to any of the aforementioned causes to obtain necessary labor, materials or facilities. This provision shall not, however, release such Party from using its best efforts to avoid or remove such cause and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Upon claiming any such excuse or delay for non-performance, such Party shall give prompt written notice thereof to the other Parties, provided that failure to give such notice shall not in any way limit the operation of this provision.

(g) Remedies. All rights, powers and remedies granted to either party by any particular term of this Agreement are in addition to, and not in limitation of, any rights, powers or remedies which it has under any other term of this Agreement, at common law, in equity, by statute, or otherwise. All such rights, powers and remedies may be exercised separately or concurrently, in such order and as often as may be deemed expedient by either party. No delay or omission by a Party to exercise any right, power or remedy shall impair such right, power or remedy or be construed to be a waiver of or an acquiescence to any breach or default. A waiver by a Party of any breach or default hereunder shall not constitute a waiver of any subsequent breach or default.

(h) Fraud and Abuse. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with applicable state, local, and federal law including the Medicare/Medicaid Anti-fraud and Abuse Amendments. Notwithstanding any unanticipated effect of any of the provisions herein, no Parties will intentionally conduct itself under the terms of this Agreement in a manner to constitute a violation of the Medicare and Medicaid fraud and abuse provisions.

(i) Assignment. No Party hereto shall have the right, power or authority to assign this Agreement, or any portion hereof or any monies due or to become due hereunder, without the prior written approval of the other Parties. This paragraph shall not prohibit District from entering into reciprocal agreements as referred to in Section 1.

(j) Successor in Interest. All of the rights, benefits, duties, liabilities, and obligations of the Parties hereto shall inure to the benefit of and be binding upon the Parties and their permitted successors and assigns and nothing expressed or mentioned in this Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Agreement or any provisions of this Agreement; this Agreement and conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of such persons and for the benefit of no other person.

(k) Modification of Agreement. This Agreement and any exhibits or schedules attached hereto constitutes the entire agreement between the Parties hereto relating to the subject matter of this Agreement. To be effective, any modification of this Agreement must be in writing and signed by the Parties to be charged thereby.

(l) Headings. The headings of the Sections and Articles of this Agreement are inserted for convenience of reference only and shall not in any manner affect the construction or meaning of anything herein contained or govern the rights or liabilities of the Parties hereto.

(m) Notices. Any notice, request, instruction, demand or other communication to be given hereunder by a Party hereto to the other shall be given in writing and shall be delivered either by hand, by telecopy or similar facsimile means, or by certified mail, postage prepaid, return receipt requested, as follows:

County:	Stephens County, Texas Attn: County Judge Breckenridge, Texas 76424 Facsimile Number: 254-559-7296 Telephone Number: 254-559-2190
City:	City of Breckenridge, Texas Attn: City Manager Breckenridge, Texas 76424 Facsimile Number: 254-559-7322 Telephone Number: 254-559-8287
District:	Stephens Memorial Hospital District Attention: CEO 200 South Geneva Street Breckenridge, Texas 76424 Facsimile Number: 254-559-6536 Telephone Number: (254) 559-2241

or to such other address or number as a Party shall have previously designated by written notice given to the other Parties in the manner hereinabove set forth, Notices shall be deemed given when received, if sent by telecopy or similar facsimile means, and when delivered and receipted for, if hand delivered, and three (3) business days following deposit in the U.S. mail if sent by certified mail.

(n) Nondiscrimination. County, City and District will not discriminate on the basis of race, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of employees or independent contractors,

(o) Counterparts. This Agreement may be executed in exact counterparts and when so executed by the Parties hereto shall be effective in accordance with the terms hereof.

(p) Expenses. If a Party hereto fails to perform its obligations hereunder, and if the other Parties hereto obtains the services of an attorney for enforcement of such obligations and suit is filed to enforce such obligations, or if proceedings are had in any bankruptcy, probate, receivership or other judicial proceedings for the establishment or enforcement of such obligations, of if any amount owing by a Party hereunder is collected through such proceedings, the Parties agree that the losing Party(ies) shall pay the prevailing Party(ies)' reasonable attorneys' fees and expenses in connection with such matter.

(q) Time of the Essence. Time is of the essence in all things pertaining to this Agreement

(r) Public Records. It shall be the independent responsibility of the Parties to comply with the provisions of Chapter 552, TEXAS GOVERNMENT CODE (the "Public Information Act"), as those provisions apply to the Parties' respective information. No Party is authorized to receive public information requests or take any action under the Public Information Act on behalf of another Party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the Effective Date.

DISTRICT:

Stephens Memorial Hospital District

By: Brian Roland

Name: Brian Roland

Title: Chief Executive Officer

Date: 01/27/2023

COUNTY:

Stephens County, Texas

By: _____

Name: _____

Title: _____

Date: _____

CITY:

City of Breckenridge, Texas

By: _____

Name: _____

Title: _____

Date: _____

Exhibit A

Emergency Ambulance Services Agreement

AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES

THIS AGREEMENT FOR AMBULANCE AND EMERGENCY MEDICAL SERVICES (the "Agreement") is made on this 1st day of April, 2023 (the "Effective Date") by and between the STEPHENS COUNTY HOSPITAL DISTRICT, a political subdivision and body politic (hereinafter "the District"), and SACRED CROSS EMS, INC., a Texas corporation with its principal offices in Denton, Texas (hereinafter "Contractor").

WITNESSETH:

WHEREAS, the District, in responding to a desire to provide EMS and Ambulance service within the District; and

WHEREAS, the District would consider such service as a County-wide Public Health Concern; and

WHEREAS, the District, in order to provide paid, professional, full-time ambulance and emergency medical services to those persons situated within the geographic boundaries of the District, seeks to contract for ambulance and EMS services within the geographic boundaries of the District; and

WHEREAS, the District desires to contract for an exclusive, conclusive and inclusionary solution to the District's need for an all-encompassing, multi-unit EMS and ambulance service; and

WHEREAS, the District desires to contract for these services on a 3-year basis with up to three (3) annual automatic renewals immediately following; and

WHEREAS, the Contractor has agreed to provide such ambulance and EMS services subject to the provisions set forth hereinafter,

NOW, THEREFORE, for and in consideration of the mutual covenants and premises contained herein, the District and the Contractor hereby enter into this Agreement.

I.

DEFINITIONS

1.01 - Terms and Definitions

As used in this Agreement the following terms shall have the meaning set forth below:

Terms defined by Texas Health and Safety Code, Chapters 773 and 775: All terms used in this Agreement which are defined by Chapters 773 and 775 of the Texas Health and Safety Code shall have the meaning provided by those chapters, unless otherwise indicated herein.

"The District" shall generally mean the Stephens County Hospital District.

"County" is defined as the Stephens County, Texas, a municipal corporation in the State of Texas.

"MICU" means an ambulance fully equipped to provide Mobile Intensive Care (Advanced Life Support) and is staffed with at least one EMT-P with an additional EMT-B, AEMT, or EMT-P.

"Notice" shall mean written notification to the Parties provided in accordance with Section 9.09. This time shall be understood to be three business days (72) hours, excluding weekends.

"Medically necessary" shall have the meaning assigned to such term in applicable Medicare regulations and guidelines.

"County Dispatch" shall generally mean the District's Communications Center (Stephens County Sheriff's Office/Breckenridge Police Department, aka "County Dispatch").

"Time call received" shall mean the moment that the District Communications Center accepts a 911 call notification, acquires a call-back number, identifies a patient location, and the nature of the event (i.e., "Received")

"Response time" shall mean the total elapsed time between the moment the District Communications Center (Stephens County Sheriff's Office/Breckenridge Police Department, aka "County Dispatch") personnel have alerted, (i.e., "Dispatched") via two-way radio, and/or pager tone(s), and the moment the Contractor's responding unit arrives upon the scene of the emergency incident (i.e., "On Scene Time").

"En Route time" shall mean the moment that the 911 ambulance unit acknowledges to Dispatch via two-way radio that they have begun to move towards the location of the 911 call for service (i.e., "Responding" time).

"On Scene time" shall mean the moment at which the 911 ambulance has arrived at the location given by the Dispatch (i.e., "On Location" time).

"Transporting to Emergency Center" shall generally mean the moment in which the 911 ambulance has begun movement of the patient in an ambulance to a designated Emergency Care Center or Emergency Room or other facility (i.e., "Transporting" time, or "En Route to [name of facility]").

"Transfer Services" shall mean any transport that was not initiated through a 911 call (i.e., "facility transport", "inter-facility transfer", "non-emergent transport").

II.

SCOPE OF SERVICES

2.01 - In General

The Contractor agrees to provide prompt, effective and professional EMS services within the jurisdictional boundaries of the District. The Contractor further agrees that EMS services shall include the provision of all medically necessary emergency treatment, transport, and transfers of patients: (a) from scenes or locations where injury or illness has or could have occurred, or (b) from hospitals or healthcare facilities located in the Service Area to hospitals or healthcare facilities in other counties.

The Contractor shall perform the following general services to the best of its ability:

- A. Provide MICU services;
- B. Provide two (2) ambulances, and other emergency medical service vehicles in the district as required herein, and maintain those vehicles and their equipment in good working order;
- C. Provide a sufficient number of emergency medical services personnel as required herein, each of whom shall hold proper and current Texas EMS provider certificates and/or licenses, and driver's licenses necessary to perform their assigned duties;
- D. Maintain proper communications between County Dispatch office and the designated 911 ambulance units;
- E. Transport patients with emergency medical conditions or in apparent emergency need for ambulance transportation to hospital emergency rooms regardless of the patient's ability to pay. Financial arrangements for transportation to other than hospital emergency rooms may be required by the Contractor, but the Contractor agrees that it may not refuse to provide 911 emergency medical services, including but not limited to ambulance transport, for indigent or uninsured persons;
- F. Submit to the District an annual statement detailing the Contractor's financial viability;
- G. Comply with each and every provision of the Agreement;
- H. Attempt to deal courteously and effectively with the public, and sufficiently oversee and discipline those employees and agents of Contractor who do not;
- I. Negotiate mutual aid agreements with neighboring EMS providers sufficient to address increased demand for services due to a catastrophic event, high call volume, or geographical location; providing notice of such agreements to the District;
- J. Promote public relations by providing information concerning the services provided by the Contractor;
- K. Ensure professional conduct and appearance of all office and field personnel;
- L. Contractor will encourage and promote first responder organizations (FROs) participation and provide continuing education and hands-on training to include the fire departments operating within the District;
- M. Maintain good working relationships with state and area law enforcement agencies;
- N. Maintain effective billing and collections.

- O. Contractor shall appoint and maintain a relationship with a licensed physician as its medical director. This relationship shall include clinical oversight, on-line, as well as off-line medical direction, Quality Assurance, Quality Improvement, and chart review.
- P. Contractor shall maintain all necessary license(s) from the Texas Department of State Health Services, for the level of services contained herein. A copy of The Contractors organizational licensure shall be made available to the District upon request.
- Q. Contractor shall designate and maintain a designated Infection Control Officer.

2.02 - Specific Services

The Contractor shall perform the following specific services during the term of this Agreement:

- A. The Contractor shall provide ambulance and EMS emergency services for all designated locations within the District on a twenty-four (24) hours a day, seven (7) days a week basis. The Contractor shall maintain two (2) ambulances with necessary equipment and on duty qualified personnel to meet the response time standards set forth in this agreement. If the ambulance(s) usually located by the Contractor in the District is performing duties related to an incident, or conducting official business on an EMS incident, and hereby are unavailable to respond to an additional call for service, the Contractor will rely upon units from its available units as well as units performing non-emergent transfer business nearby, and/or mutual aid agreements with other EMS providers to assist in the handling of those additional calls without being in violation of this section or any other section of this agreement.
- B. The Contractor shall staff the ambulance as MICU units. At all times and in all cases, each ambulance must be staffed in accordance with the applicable State laws, rules, and regulations appropriate for such ambulance. Notwithstanding the foregoing, the Contractor shall staff ambulances with two qualified emergency medical technicians for all responses. In addition, each ambulance must contain or exceed the equipment and licenses specified under the Texas Department of Health Services rules, applicable State law(s), rules, and regulations for an ambulance.
- C. Equipment and emergency medical services personnel shall be located at a point(s) within the District service area where the emergency medical services personnel will meet the best possible response time, and the Contractor will be able to provide the best service to the patient, as mutually agreed upon by the District and the Contractor. The general location of such EMS vehicles shall be as follows:
 - i. Location of Ambulances – the location of facility will be within the city limits of Breckenridge, Texas, however, physical address is yet to be determined. Physical address will be mutually agreed upon between Contractor and District prior to Effective Date.

- ii. Inspection of Facilities - The facilities provided by the District shall be subject to inspection on a regular basis by the District or designee to ensure the facilities are in proper repair and being appropriately maintained and cleaned. The contractor will notify the District or its designee for any facility issues that need to be addressed by the District in a timely manner.
 - iii. Response Time - Contractor agrees that it shall respond to all EMS calls in a prompt and timely manner in accordance with the response times set forth in the map and grid attached hereto as Exhibit A. The response times shall be re-evaluated annually to ensure that they continue to be reasonable and meet or exceed the average national response times recognized in the industry. Periods of excessive 911 calls, severe weather, or disasters will be considered when calculating response time.
- D. The Contractor shall comply with the uniform motor vehicle standards for authorized emergency vehicles and the standards promulgated by the Texas Department of State Health Services.
- E. The Contractor shall provide written monthly reports to the District Board of Directors on its EMS activity in the District at the time of the District's monthly board meetings in a report format approved by the District that will include, at a minimum, the following information:
 - i. Response times - (a) the runs made monthly, including incident numbers if requested by the District; (b) the number of 911 calls, including a brief description of the calls; (c) the Response time as measured in minutes and seconds for all calls dispatched, the nature of the call as known at the time of dispatch, and an indication of whether a patient was or was not transported; and (d) the report shall list all calls originating from within STEPHENS COUNTY, TEXAS.
 - ii. QA (Quality Assurance) and in-service training programs.
 - iii. Protected Health Information (PHI) shall be redacted from any report provided to the District by the Contractor to prevent any unlawful disclosure of Protected Health Information.
- F. The Contractor shall comply with all Federal, State and local laws and regulations in the performance of services under this Agreement. This shall include compliance with any and all laws concerning insurance, licensing, accreditation, or regulation of its service required hereunder. Evidence of compliance must be furnished to the District when requested by the District or designee with proper notice.
- G. The Ambulances operated by the Contractor in the District service area shall be equipped with one base unit multi-channel two-way radio, and two portable multi-channel two-way radios, which shall maintain sufficient communications to the dispatch center, provided to the Contractor by the District at their cost. Contractor shall purchase radio antennae and other accessories, and radio installation, as well as maintain the radios at the Contractor's own cost.

- H. The Contractor shall regularly maintain the ambulances and EMS vehicles, accessory equipment, and medical supplies and keep them in working order at all times, utilizing replacement vehicles whenever necessary. All ambulance's accessory equipment and medical supplies shall be subject to inspection on a regular basis by the District or designee for compliance with the applicable laws, rules and regulations with proper notice. The District or designees shall inform the Contractor of all defects noted, and such ambulance(s) and other EMS vehicles or item of accessory equipment of medical supplies shall not be used until all defects are remedied such that the ambulance and EMS vehicles, item of accessory equipment or time of medical supplies complies with the applicable laws, rules or regulations.
- I. Before the execution of this Agreement the Contractor shall submit written identification and notification to the District and the appropriate State agency of the name, title, address and telephone number of one (1) individual within the organization that has been designated as duly authorized representative of the Contractor to whom all correspondence shall be addressed.
- J. The Contractor shall appoint a licensed physician as its medical director to attest to the paramedic skills and provide in-service training. In addition, the Medical Director shall gainfully participate the Contractor's Quality Assurance program for the Contractor's employees. Such physician shall provide medical protocol development and other areas related to the Contractor's services hereunder. The District shall be notified in writing within ten (10) working days of any changes in the Medical Director.

III.

PERFORMANCE STANDARDS & QUALITY ASSURANCE

3.01 - Response to Calls

- A. The Contractor will respond with an MICU ambulance to all 911 calls within the time periods negotiated by the parties as set forth in Section 2.02(C)(ii) at least ninety percent (90%) of the time. These response times will be computed on a calendar month basis. Compliance with the 90% requirements on the calls shall be determined on a monthly basis.
- B. Compliance with the response time standards as specified in this Agreement will be determined by the District, based on records submitted by the Contractor on a monthly basis as required herein. The Contractor agrees to provide any and all documentation relating to any call as may be requested by the District or its designee for the purpose of determining compliance with the Agreement. Information that is protected by a patient's right of privacy or medical confidentiality shall be redacted from the document or information prior to being provided to the District or its designee.
- C. In submitting the monthly reports on responses as required by this Agreement, if the Contractor wants a call exempt from this response time standard, it shall note that on the report forms and include whatever documentation it deems appropriate to establish that the response should be exempt from the standard. The District or its designee shall review the request for an exemption and try to determine whether to grant the exemption within thirty (30) days of the request. If additional time to make the determination beyond the thirty (30)

days is needed, the District or its designee shall advise the Contractor of the time needed and the reason for the delay.

- D. Response time for all calls will be calculated from the moment the dispatch center ("County Dispatch") dispatches, or notifies, an ambulance to the location of an emergency until the moment the dispatched ambulance arrives at the location of the emergency or designated staging area (On Scene Time). At the moment of arrival, the ambulance crew will notify the dispatch center of the time of arrival. County Dispatch shall record the time in hours, minutes, and seconds of the arrival of the ambulance.
- E. Failure to Meet Response Time Standards – Contractor shall determine if the Contractor is meeting the minimum response time standards specified in this Agreement. The District shall be notified by the Contractor of such finding(s). The Contractor shall immediately take all steps necessary to remedy any identified problems.
- F. The Contractor shall be responsible for determining how to meet standards, including response times, set by this Agreement. Meeting the standards set by this Agreement includes taking steps to increase preparedness levels when inclement weather is predicted or other events are scheduled sufficiently in advance to alert the Contractor to reasonably anticipate additional needs in providing service. The Contractor will maintain a system status plan that is dynamic and based on historical call demand.

3.02 - Non-discrimination in Services, Benefits and Facilities

The Contractor shall not discriminate in the provision of services under this Agreement because of race, color, creed, national origin, religion, sex, age, or physical or mental handicap in accordance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et seq.*, rules and regulations promulgated pursuant thereto, or as otherwise provided by federal, state and local laws, regulations or ordinances as they now exist and may hereafter be amended or added. Nor shall there be any discrimination based on ability to pay for the Contractor's services. In addition to all other contractual or legal duties and obligations, the Contractor shall not refuse to provide emergency services for indigent or uninsured persons.

IV.

RESPONSIBILITIES AND OBLIGATIONS

4.01 – Responsibilities of the District

The District shall have certain and particular responsibilities and obligations in the performance of this Agreement that ensure that the Contractor has the most successful chances of fulfilling the Agreement as noted herein. The District shall adhere to these responsibilities and obligations in good faith effort to assist the Contractor in the execution of this agreement.

- A. The District shall assign 911 ambulance and emergency medical service calls to Contractor as described in EXHIBIT A. The District may realign the response area(s) if necessary to ensure timely responses. Any increase in service area, beyond the territory

identified in EXHIBIT A will be negotiated with the Contractor. In the event the service area is reduced, the District will notify the Contractor.

- B. The District shall assign 911 ambulance and emergency medical service calls to Contractor through the County Dispatch two-way radio frequencies and/or pager tones.
- C. The District shall compensate the Contractor for services as provided herein this agreement.
- D. At all times the District shall maintain effective communication between all parties that allows for total, bidirectional access between County Dispatch and The Contractor. The District shall attempt to prevent any lapse in relationship with the County that affects the communication service between the Contractor and the County and/or County Dispatch.
 - i. Should a lapse in the relationship between the District and the County occur that effects the communication service(s), the District agrees to immediately (a) notify the Contractor of the issue (b) provide a viable temporary solution until resolution of the issue (c) make best practices efforts to reestablish the relationship in order to promote continuous, uninterrupted communications between the Contractor and County and/or County Dispatch.
- E. At all times the District shall attempt to ensure that the District's relationship(s) with the County fire departments permit cooperative actions between the Contractor and those fire departments.
- F. The District shall promote the Contractor as the **primary** provider of 911 ambulance and emergency medical services within the service area of the District.
- G. The District shall encourage the volunteer fire departments to continue to first respond to calls for emergency services within the District according to their performance areas. The District shall also encourage the first responders to work in a cohesive manner with The Contractor so as to accomplish the goal of treating the sick and injured with prudence and according to state and local law.
- H. The District shall communicate with the Contractor during District Board Meetings. Individual District Board members may communicate with the Contractor or Contractor's designated individual. Information shall be shared that directly affects, or has the potential to affect, the service performance of this agreement.
- I. The District shall notify the Contractor of any changes in responsible party, board members, directors, employees, other contractual agreements directly, or indirectly, affecting the performance of this agreement, or any changes in the status of this agreement resulting from the decision(s) made by the District.
- J. The District, at its own cost, shall provide the Contractor with station quarters in a location agreeable to both parties.

- a. The location will be geographically located such that response times shall not be delayed in accordance with Article 2.02(C)(ii) of this agreement, and shall include, but is not limited to:
 - i. A secure location for ambulance parking or staging
 - ii. Dedicated electric service and circuit for ambulance staging area
 - iii. Parking for Contractor personnel
 - iv. Sleeping quarters for Contractor personnel
 - v. Small office and secure storage space for Contractor Supplies
 - vi. Restroom/Shower facilities for Contractor personnel
 - vii. Access to electricity and internet for Contractor personnel
- b. The District shall permit the Contractor, at the Contractor's own cost, to make necessary adjustments to property provided to the Contractor by the District to facilitate work processes such telephone line addition, high speed internet addition, arrangement of furnishing (if any), satellite or cable television line addition, or other small, non-invasive, non-structural alterations.

4.02 - Responsibilities of the Contractor

The Contractor shall have certain and particular responsibilities and obligations in the performance of this Agreement, in addition to other sections contained herein the Agreement, that ensure that the Contractor has the most successful chances of fulfilling the Agreement as noted herein. The Contractor shall adhere to these responsibilities and obligations in good faith effort to provide the desired services contained within the Agreement.

- A. Contractor agrees to maintain constant, consistent, and effective communication with the County Dispatch, with the District, and other business associates that are germane to efficient and effective delivery of services.
- B. Contractor agrees to accept, and respond to, all assigned dispatched 911 calls for ambulance and emergency service in the service area detailed by this Agreement.
- C. At all times the Contractor shall maintain effective communication with the District, County Dispatch, and any other entity germane to the effective and efficient provision of 911 ambulance and emergency medical services.
- D. At all times the Contractor shall attempt to ensure that their relationship(s) with the City and County fire departments, or other first responder organizations, permit for cooperative actions between the Contractor and those fire departments and organizations.
- E. The Contractor shall promote and market itself as the **primary** provider of 911 ambulance and emergency medical services within the service area of the District.
- F. The Contractor shall communicate with the District during District Board Meetings. Individual contractor employees or designates may communicate with the District or designated individual.
- G. The Contractor shall at its own cost maintain any facilities where housing/staging may be provided by The District, or other entity, including regular maintenance due to

occupation of quarters, wear and tear, cleaning and small repairs. The District shall permit the Contractor to make necessary adjustments to property provided to the Contractor by the District to facilitate work processes such telephone line addition, high speed internet connection addition, arrangement of furnishings (if any), satellite or cable television line addition, or other small, non-invasive, non-structural alterations.

V.

COMPENSATION

5.01 - Compensation from the District

The annual compensation to be paid to the Contractor by the District will be Three Hundred Thousand Dollars and No cents (\$300,000.00).

- A. This payment shall be paid in monthly installments of \$25,000.00, on or by the first day, or first business day if the 1st is a weekend or holiday, of each month for the duration of this Agreement.
- ~~B.~~ The first payment shall be due upon execution of this agreement. If the first payment does not fall on such a date that ensures that the financial and calendar quarters are synchronized, a pro-rated amount shall be paid to match the service dates.
- C. The District shall pay from current funds on hand.
- D. If the District fails to make a timely payment, a late fee penalty will apply to the past due payment. The late fee penalty shall be calculated in accordance with the Prompt Pay Act, Texas Gov't Code Ch. 2251
 - c. Interest on an overdue payment stops accruing on the date the governmental entity or vendor mails or electronically transmits the payment.

5.02 - Patient Charges

The Contractor will bill all patients pursuant to Section 5.02 and all such revenue and cost of collections shall be the responsibility and property of the Contractor. Any amount of revenue collected by the Contractor shall remain completely and fully the property of the Contractor.

The Contractor shall file a schedule of fees for the services rendered to a patient within the District. Thereafter, the Contractor shall file all changes in such fees with the District prior to changing such fees. The Contractor understands and agrees that emergency ambulance and EMS services must be provided by the Contractor prior to any demand for payment. The Contractor shall never deny ambulance and EMS services because of a person's inability to pay for such service. The Collections of the fees permitted in this section shall be the sole responsibility of the Contractor. Contractor must follow all state and federal statutes related to debt collection. Under no circumstances shall the District be responsible for any nonpayment from any patients for any reason.

For Medicare recipients in the District, the Contractor shall accept Medicare assignments for medically necessary transports, as determined by Medicare guidelines, and shall pursue collection of Medicare required co-payment. The Contractor reserves the right to balance bill the patient for non-covered insurance portions of any patient statement due the contractor where applicable by law. If Medicare determines that transportation was not medically necessary, the individual transported shall be charged a fee in accordance with the fees adopted by this section and amendments (if any), except to the extent such charges are prohibited by law. Under no circumstances shall the District be responsible for any nonpayment from any patients for any reason.

5.03 - Increases in Patient Charge

The Contractor will submit a written rate change to the District for an increase in any of the Contractor's regulated patient charges in effect at the time of the request. Annual totals of such increases shall not exceed ten percent (10%) of the amount charged for that regulated service.

VI.

TERM AND RENEWAL

6.01 - Term and Renewal

The term of this Agreement shall be for THREE (3) years, with services beginning on April 1, 2023 and ending March 31, 2026, unless terminated earlier as provided herein, and shall be automatically renewed for up to three (3) one (1) year renewals, or until written notice of the intent not to renew is delivered by either party to the other party no less than ninety (90) days prior to the end of the then current three (or one)-year term. Any terms starting or completing after December 31, 2023 are subject to appropriation by the District.

VII.

TERMINATION OF SERVICES

7.01 - With Cause

The District may terminate this Agreement upon default of the Contractor. Default by the Contractor shall occur if:

- A. Contractor fails to perform or observe any of the terms or conditions of this Agreement required to be performed or observed by it, including, without limitation the agreed upon response times negotiated by the Parties pursuant to Section 2.02, and which shall be made a part of this Agreement as if set out in whole; or
- B. Contractor is dissolved or liquidated; the Contractor files a petition in bankruptcy; the Contractor makes an assignment for the benefit of creditors; a court of competent jurisdiction approves any petition or other pleading in any action seeking reorganization, arrangement,

adjustment or composition of or in respect of the Contractor under the federal bankruptcy laws or any similar federal or state laws; or a receiver, trustee, or similar official for the Contractor or the Contractor's property, is appointed.

Should such default occur, the District shall have the right to terminate the Contractor's duties under this Agreement as of the 30th day (or the 3rd day for performance deficiencies dangerous to public health and safety (hereinafter "Major Defaults")) following the receipt of a written notice for the Contractor from the District describing such default and intended termination, provided:

1. Such termination shall be ineffective if within the thirty (30) day period (or the three (3) day period for Major Defaults), the Contractor cures the default; and,
2. Such termination may be stayed, at the sole option of the District, pending cure of the default if action to cure begins during the thirty (30) day period or the three (3) day period, whichever is applicable, and is successfully completed.

C. The Contractor may terminate this Agreement upon default of the District if:

1. The District fails, without just cause and notice, to pay the compensation as contained within the Agreement (Section 5.01).
2. No default or termination of service by Contractor under this Agreement shall be effective until the 30th day after the District receives notice of default. Such termination shall further be ineffective if within the thirty (30) day period the District cures the default.

7.02 - No Cause

Either party may terminate this Agreement without cause by providing at least ninety (90) days written notice to the other party.

7.03 – Changes in Law

In the event that any governmental or nongovernmental agency, or any court, special district, administrative tribunal passes, issues or promulgates any new, or change to any existing, law, rule, regulation, standard, interpretation, order, decision or judgment (individually or collectively, "Legal Event"), which in the good faith judgment of one party (the "Noticing Party"): (a) may result in a material and adverse effect to either party; or, (b) indicates a rule or regulation with which the Noticing Party desires further compliance, then, in either event, the Noticing Party may give the other party notice of its intent to amend or terminate this Agreement, as provided below.

7.04 – Effect of Termination

As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder, except: (a) as otherwise provided herein; (b) for rights and obligations accruing prior to such effective date of termination; and (c) arising as a result of any breach of this Agreement.

VIII.

INSURANCE AND INDEMNIFICATION

8.01 - Insurance

A. Coverage and Amounts

The Contractor shall provide and maintain insurance in full force and effect at all times during the term of this Agreement. Such insurance is described as follows:

Risks and Limits of Liability: The insurance, at minimum, must include the following coverage and limits of liability:

<u>COVERAGE</u>	<u>LIMITS OF LIABILITY</u>
(1) Employers Liability	Statutory
(2) Commercial General Liability Including Blanket Contractual Damage Liability	Bodily Injury and property Combined Limits of: \$1,000,000.00 Each Occurrence and \$2,000,000.00 Aggregate
(3) Ambulance Malpractice	Bodily injury and Property \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate
(4) Automobile Liability	Bodily injury and Property Damage Combined Single Limit of \$1,000,000.00 each occurrence and \$1,000,000.00 Aggregate
(5) Uninsured/Underinsured Motorist	Statutory

Insured Parties

Each policy must name the Contractor and the Stephens Memorial Hospital District and the board members, officers, agents and employees of the District as insured parties. The District is to be listed as a certificate holder on each policy.

Cancellations

Each policy must expressly state that it may not be cancelled unless thirty (30) days' advance notice of cancellation is given in writing to the District.

Subrogation

Each policy must contain an endorsement to the effect that the issuer waives any claim or right in the nature of subrogation to recover against the District, its board members, officers, agents or employees.

Liability for Premium

If any of the policies referred to above does not have a flat premium rate and such premium has not been paid in full, such policy must have a rider or other appropriate certificate waiver sufficient to establish that the issuer is entitled to look only to the Contractor for any further premium payment and has no right to recover any premiums against the District.

B. Delivery of Policies

Certificates or Binders evidencing the maintenance of Contractor insurance coverage showing the endorsements specified herein and compliance with the provisions of this Agreement shall be filed with the District prior to the effective date of this Agreement. Contractor shall also file with the District certificates of renewal for these policies that are renewed during the term of this Agreement, or new certificates for any policies replaced or modified during the term of this Agreement.

C. Other Insurance

The Contractor will, upon request, furnish to the District adequate evidence on a non-subscriber accident policy with employee liability, which has provisions for employees with on the job injuries.

8.02 - Indemnification/Hold Harmless By Contractor

- A. The Contractor agrees to indemnify, defend and hold harmless the District, its board members, successors, affiliates, subsidiaries, officers, employees, agents and representatives from and against any claims, losses, damages, lawsuits, causes of action, cost and/or expenses including attorney fees, or liability which is suffered by the District arising out of or related to (i) the Contractor's breach of the representations or agreements made by the Contractor in this Agreement or any of the other documents entered into by the Contractor in connection with this Agreement; (ii) the negligent performance or non-performance of the Contractor of any of the services to be performed by the Contractor under this Agreement.
- B. Whenever any claim shall arise for indemnification by the Contractor, the District shall promptly notify the Contractor of the claim and, when known, the facts constituting the basis for such claim. In the event of any such claim for indemnification hereunder resulting from or in connection with any claim or legal proceeding by a third party, the notice to the Contractor shall specify, if known, the amount or an estimate of the amount of the liability arising therefrom. The failure of the District to promptly notify the Contractor shall not relieve the Contractor of its obligations hereunder, unless such failure materially prejudices the Contractor's rights with respect to the claim.
- C. In connection with any claim for indemnification under this Article 8 resulting from or arising out of any claim or legal proceeding by a third party, the Contractor may, at the sole cost and expense of the Contractor, upon written notice to the District, assume the defense of such claim or legal proceeding with counsel approved by the District (which approval shall not be unreasonably withheld or delayed), if (i) the Contractor acknowledges to the District in writing the Contractor's obligation to indemnify the District with respect to all elements of such claim and (ii) the third party seeks monetary damages only.

- D. If the Contractor so assumes such defense, the District shall be entitled to participate in such defense, with its counsel and at Districts' own expense. In addition, if the Contractor so assumes such defense, it shall take all necessary steps to defend or settle such claim.
- E. If the Contractor does not assume the defense of any such claim or legal proceeding for which indemnification is covered by this Article 8, (i) the District may defend against such claim or legal proceeding in such manner as it may deem appropriate, including, but not limited to, settling such claim or legal proceeding on such terms as the District may deem appropriate, and (ii) the Contractor shall be entitled to participate in (but not control) the defense of such action, with its counsel and at the sole expense of the Contractor.
- F. Except as expressly set forth in this Agreement to the contrary, all covenants, agreements and indemnifications of the Contractor contained in this Agreement or in any document delivered pursuant hereto shall be deemed to be material and to have been relied upon by the District and the Contractor, respectively, and shall continue to be fully effective and enforceable following the effective time for the applicable statute of limitations period, or such longer period indicated herein, and shall thereafter be of no further force and effect.

IV.

MISCELLANEOUS PROVISIONS

9.01 - Independent Contractor

The relationship of the Contractor to the District shall be that of an independent contractor. Nothing herein contained shall be construed as constituting the Contractor as an employee, agent, servant, or department of the District. The District shall not be liable for the acts of the Contractor, its officers, members, agents or employees.

9.02 - Business Structure and Assignments

The Contractor shall not assign this Agreement or dispose of all or substantially all of its assets in manner which will materially affect its performance of the services under this Agreement without the written consent of the District. Any such assignment without such written consent shall be an event of default entitling the District to immediately terminate this Agreement without notice.

9.03 - Subcontractors

The Contractor shall not subcontract any part of its performance under this Agreement without approval of the District. If such approval is given, any subcontractor and all employees of the subcontractor shall be treated by the District, in connection with this Agreement only, as if they were employees of the Contractor.

9.04 - Administration of Agreement

Except as otherwise provided herein, this Agreement shall be administered by the District and all correspondence and questions from the Contractor shall be directed to the District or its designee.

9.05 - Parties in Interest

This Agreement shall not bestow any rights upon any third party except as provided herein, but rather, shall bind and benefit the District and the Contractor only.

9.06 - Non-Waiver

Failure of either party to insist on the strict performance of any of the provisions herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any other default or failure or performance.

9.07 - Applicable Law

This Agreement is subject to and shall be construed in accordance with the laws of the State of Texas, the laws of the federal government of the United States of America, and all rules and regulations of any regulatory body or officers having jurisdiction over the Contractor's services required by this Agreement. This Agreement is performable and venue is appropriate in the District, in Stephens County, Texas.

9.08 - Licenses and Permits

The Contractor shall obtain and pay for all licenses, permits and certificates required by any state ordinance, rule, or regulation of any regulatory body having jurisdiction over the performance of the Contractor's services required hereunder.

9.09 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed received when actually received or if earlier, on the third (3) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the other party at the address set forth below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

STEPHENS MEMORIAL HOSPITAL DISTRICT:

Administrator
200 South Geneva Street
Breckenridge, TX 76424

SACRED CROSS EMS, INC.:

Owner/CEO
Sacred Cross EMS
P. O. Box 447
Krum, TX 76249

9.10 - Acceptance and Approvals

Any acceptance or approval by the District, or its agents or employees shall not constitute nor be deemed to be a release of the responsibility and liability of the Contractor, its employees, agents, subcontractors, or suppliers for the accuracy, competency and completeness for any documents prepared or services performed pursuant to the terms and conditions of this Agreement, nor shall acceptance or approval be deemed to be an assumption of such responsibility of liability by the District, or its agents and employees for any defect, error or omission in any documents prepared or services performed by the Contractor, its employees, agents, subcontractors or suppliers pursuant to this Agreement.

9.11 - Inspection and Audits

The District shall have the right to examine and review all books, records and billing documents relating to the Contractor's performance of this Agreement, with reasonable notice and during normal business hours (8:00 a.m. - 5:00 p.m. Monday thru Friday), which are directly related to performance or payment under this Agreement. The Contractor shall maintain such books, records, and billing documents for three (3) years after the cessation of its other duties under this Agreement.

9.12 - Remedies

The rights and remedies contained in this Agreement shall be exclusive, shall be cumulative of all rights and remedies now or hereafter existing, whether statute, at law, or in equity; provided however, that none of the parties shall terminate this Agreement except in accordance with the provision hereof. In addition to the District having the right to seek monetary damages in the event of a default by the Contractor, the District shall have the equitable right to seek specific performance of this Agreement, including injunctive relief.

9.13 - Ambiguities

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did nor did not author the same.

9.14 – No Boycott of Israel

Contractor affirms that it does not, nor will it, boycott Israel during the term of this Agreement. Gov't Code § 2270.

9.15 - Entire Agreement

This Agreement together with the Proposal submitted by the Contractor (except to the extent that it is inconsistent with the terms of this Agreement) provide all the agreements of the parties relating to the subject matter hereof and is the full and final expression of this agreement between the parties.

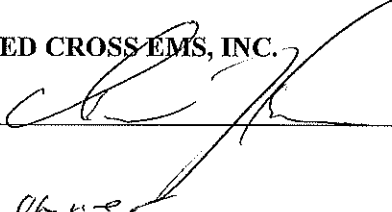
IN WITNESS WHEREOF, the parties have made and executed this Agreement in multiple copies, each of which shall be an original, as of this 3rd day of December 2022.

STEPHENS MEMORIAL HOSPITAL DISTRICT

By: Brian Roland

Its: Chief Executive Officer

SACRED CROSS EMS, INC.

By: 

Its: Owner



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding updates to the Personnel Policy

Department: Administration/Human Resources

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

When the Personnel Policy was updated in May 2022, the reference to “certain safety related positions’ in Chapter 16 – Drug Free Workplace (16.08), was inadvertently left out. This action will add this language back.

Current Language

16.08 U.S. Department of Transportation (DOT) Drug and Alcohol Testing

The City shall comply with the Department of Transportation rules requiring drivers who hold a position requiring a Commercial Driver’s License (CDL) to submit to random alcohol and drug testing. Employees holding a position that requires a commercial driver’s license shall be tested on a random, unannounced basis for drugs and alcohol. The testing shall be performed with unpredictable frequency throughout the year. Employees shall be randomly selected for testing from a pool of employees who hold a commercial driver’s license.

Proposed Revision

16.08 Random Drug and Alcohol Testing

The City shall comply with the Department of Transportation rules requiring drivers who hold a position requiring a Commercial Driver’s License (CDL) to submit to random alcohol and drug testing. *Additionally, employees in safety-sensitive positions* shall be required to submit to random alcohol and drug testing. The testing shall be performed with unpredictable frequency throughout the year. Employees shall be randomly selected for testing from a pool of employees who hold CDLs and/or are in safety-sensitive positions.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider and approve recommended update



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Texas Gas Service rate decrease and associated ordinance

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Texas Gas Service has submitted a Statement of Intent to decrease gas utility rates within in the incorporated areas of North Texas Service Area, which includes Breckenridge, resulting from the recent decision of the Railroad Commission of Texas issued in Docket OS-22-00009896 (June 2022). As a part of the rate filing TGS proposed to consolidate the WTSA, BSSA and NTSA into a new service area called the West North Service Area. Calculating rates based on the area resulted in a rate reduction (see Ex. B and C).

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Prove TGS rate reduction and associated ordinance



1301 S. Mopac Expwy, Suite 400
 Austin, TX 78749
 512-370-8354
 stacey.mctaggart@onegas.com

January 23, 2023

Re: Statement of Intent of Texas Gas Service Company, a division of ONE Gas, Inc., to Change Rates Within the Incorporated Areas of the North Texas Service Area

To the Honorable Mayors and Council Members of the following Texas Cities:

Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park

Texas Gas Service Company, a division of ONE Gas, Inc., ("TGS" or the "Company"), is a gas utility as that term is defined in § 101.003(7) of the Texas Utilities Code. Pursuant to Texas Utilities Code § 103.001, the cities within the North Texas Service Area ("NTSA") have original jurisdiction to set the rates TGS requests for customers within their respective incorporated areas. TGS respectfully files this Statement of Intent to decrease gas utility rates within the incorporated areas of the NTSA, which include the cities of, Aledo, Breckenridge, Bryson, Graford, Graham, Hudson Oaks, Jacksboro, Millsap, Mineral Wells, Weatherford and Willow Park, Texas ("NTSA Cities").

This Statement of Intent filing results from the recent decision the Railroad Commission of Texas ("Commission") issued in Docket OS-22-00009896. That Commission proceeding was the result of the Company's Statement of Intent filings made on June 30, 2022, in which TGS sought to increase rates within the unincorporated and incorporated areas of its West Texas Service Area ("WTSA"), Borger Skellytown Service Area ("BSSA") and the unincorporated areas of the NTSA. Each Statement of Intent was filed with the relevant regulatory authority having original jurisdiction over the gas utility rates charged by the Company to customers within those areas. The Company provided a courtesy copy of the Statement of Intent filing to each of the NTSA Cities on or about June 30, 2022. The Company made the rate filings pursuant to the provisions of Subchapter C of Chapter 104 of the Texas Utilities Code and the rules of the Oversight & Safety Division of the Commission. The Company provided notice of the Statement of Intent through direct mail to all customers within the incorporated areas of the NTSA.

As part of the June 30, 2022 rate filing, the Company proposed to consolidate the WTSA, BSSA and NTSA into a new service area called the West North Service Area ("WNSA"). Consistent with the request to consolidate the service areas, the Company's proposed rates were developed based on providing service to the entire WNSA, including the NTSA Cities. Calculating rates based on the system-wide cost of providing service to the new WNSA results in a rate reduction for the NTSA Cities. In the Commission's Final Order signed on January 18, 2023, the Commission approved the Company's proposed consolidation and creation of the new, combined

WNSA and the setting of rates based on the cost to serve the entire WNSA. The rates the Company proposes to implement within the NTSA Cities through this Statement of Intent are consistent with the rates the Commission approved in Docket OS-22-00009896. Finally, just as the Commission did for the incorporated and unincorporated areas of the WTSA and BSSA and the unincorporated areas of the NTSA, the Company requests that the NTSA Cities approve rates reflecting consolidation on behalf of the NTSA Cities.

If approved, the proposed rates will decrease TGS's revenues in the NTSA by approximately \$5,431,848, which is a decrease of 25.6% including gas costs or a decrease of 39.9% excluding gas costs. Because the proposed changes will decrease TGS's total aggregate revenues within the NTSA, the proposed rate decrease does not constitute a "major change" in rates as that term is defined by Texas Utilities Code § 104.101. The proposed changes to the Company's rate schedules will affect all customers in the incorporated areas of the NTSA. The table below shows the approximate number of customers in the NTSA incorporated areas by class who will be affected by the proposed rate changes:

Customer Class	Number of Customers
Residential	12,631
Commercial	1,793
Commercial Transportation	-
Industrial	8
Industrial Transportation	-
Public Authority	180
Public Authority Transportation	-
Electrical Cogeneration	-
Electrical Cogeneration Transportation	-
Compressed Natural Gas	-
Compressed Natural Gas Transportation	-
(Reclassified from Commercial)	-
Compressed Natural Gas Transportation	-
(Reclassified from Public Authority)	-

Exhibits B and C, attached, show the amount of the proposed decrease and the effect of the proposed decrease on an average bill for each class of customers.

TGS proposes the following rate schedules and tariffs, which are consistent with the rate schedules and tariffs the Commission approved in Docket OS-22-00009896 and which are attached to this Statement of Intent as Exhibit A and incorporated herein by reference:

1. All proposed WNSA tariffs include a revision to reflect application to the WNSA, except for the Cost of Gas Clauses, which will remain separate for the WTSA, BSSA and NTSA.

2. All proposed Rate Schedules for General Sales and Transportation Customers include a revision to the "Other Adjustments" section to remove references to Rate Schedule EDIT-Rider, add references to Rate Schedules URI-Rider, RCE, RCE-Env, and PSF, and remove references to standby charges under "Conditions."
3. Residential Rate Schedules 10, 15, 1Y and 1Z: Add residential builders to the "Applicability" sections, designate Rate Schedules 10 and 1Z as Small Residential and add new 15 and 1Y Large Residential rate schedules.
4. Industrial Rate Schedules 30 and 3Z: Revisions to the "Applicability" section to revise the description of industrial customers.
5. Unmetered Gas Light Rate Schedules 70 and 7Z: New rate schedules that provide a mechanism to provide unmetered gas service to customers for gas lighting only.
6. Rate Schedules C-1 and C-1-ENV: New rate schedules for NTSA for electrical cogeneration service.
7. Rate Schedules CNG-1 and CNG-1-ENV: New rate schedules for compressed natural gas service to be used as motor fuel for non-residential customers.
8. Transportation Rate Schedules T-1, T-1-ENV and T-TERMS: Add rates for Compressed Natural Gas and Electrical Cogeneration service; include definitions for commercial, electrical cogeneration, and industrial service under "Definitions"; add Section 1.3 to clarify Customer and Company rights and responsibilities; make an administrative correction in section 1.5(d); add clarifying language to section 1.6(d) to address upstream pipeline costs that may be incurred by the Company; and add Section 1.8 regarding Liability Limitations.
9. Cost of Gas Clauses 1-INC and 1-ENV: Add clarifying language to section B.3 to include other renewable sources of natural gas; add clarifying language to sections B, D, E, F and I to make consistent with approved Cost of Gas clauses in GUD Nos. 10656, 10739, 10766, and 10928; include language for the use of financial instruments in sections B.3, B.6, B.8, H, and I.5 in the incorporated tariff to make consistent with the recently approved cost of gas clause in GUD No. 10928.
10. Rate Schedule WNA: Updated weather factors for each class consistent with weather normalization calculation in this case.

11. Rate Schedule PIT-RIDER: New rate schedule for NTSA for recovery of pipeline integrity testing costs.
12. Rate Schedules RCE and RCE-ENV: Provides a mechanism to recover all reasonable rate case expenses incurred by the Company and cities in connection with the Statement of Intent filings that have been made with the cities and the Commission.
13. Rules of Service: Revisions for consistency with the Commission's Quality of Service Rules. In addition, the Company proposes:
 - a. Updating § 1.3, Definitions, so all definitions are consistent with definitions in the approved Rules of Service from GUD Nos. 10739, 10766, and 10928 as well as add a definition for "electrical cogeneration service," while removing definition for "power generation service" to establish consistency with terminology used across all proposed WNSA tariffs;
 - b. Revisions to § 3 to include language for the availability of rate schedules on the Company's website;
 - c. Revisions to § 4.4 to remove a reference to the Company's curtailment plans and § 4.4(iv) to include curtailment language consistent with the new Commission Rule 7.455;
 - d. Revisions to § 4.9 to add language regarding force majeure situations to the limitation of liability provision;
 - e. Revision to § 4.6, § 7.4, § 7.7, § 9.1 and § 9.6 to provide for electronic billing and notice;
 - f. Revisions to § 9.9 (previously § 20.1) to update the language to reflect the current plan description for Average Payment Plan;
 - g. Revisions to the table in § 13.1 (previously § 11.1) to include all WNSA atmospheric and standard serving pressures;
 - h. Revisions to § 15 (previously § 21), Fees and Deposits, to establish greater consistency for service fees and deposits among the Company's service areas; and
 - i. Withdraw the rules of service addenda WTSA-Env 7-45; WTSA-Env 7-46; WTSA-EFV; NTSA-Env 7-46 and BSSA-Env 7-46, as these provisions have been included within the proposed WNSA Rules of Service in Sections 7.5, 7.7 and 8.3(f).
14. Withdraw Rate Schedule EDIT-Rider.

In the interest of providing a complete set of WNSA tariffs, the Company is also including Rate Schedule PIT and Rate Schedule PSF, which are not changing, and Tapping Fee rate schedules, Rate Schedule E-5, Rate Schedule Uri Rider and Rate Schedule EDR, none of which are applicable to the NTSA Cities.

The Company requests that the rate schedules and tariffs for the WNSA, which would include the NTSA Cities, attached to this Statement of Intent as Exhibit A and incorporated herein by reference, become effective for meters read on and after February 27, 2023, which is 35 days from the date of this filing. Exhibits B and C, attached, show the amount of the proposed decrease and the effect of the proposed decrease on an average bill for each class of customers. Rate case expenses related to the implementation of new rates will be addressed following resolution of this Statement of Intent.

If you have any questions, please do not hesitate to contact me.

Respectfully submitted,



Stacey McTaggart
Director, Rates and Regulatory Analysis

Attachments

Received for filing the ____ day of January 2023.

By: _____

EXHIBIT A

EXHIBIT B

Line No.	Description	Bills	Volumes	Customer Charge	Usage Charges	Calculated Revenue at Recommended Rates	
						(g)	(h)
1	Residential - Small	92,867		\$ 16.50	\$	1,532,306	
2		All Ccf	1,978,163		0.46668 \$	923,169	
3	Residential - Large	76,090		\$ 33.00	\$	2,510,970	
4		All Ccf	4,301,264		0.01668 \$	71,745	
5	Residential Total						\$ 5,038,190
6							
7	Commercial	23,448		\$ 75.00	\$	1,758,632	
8		All Ccf	6,198,077		0.09394 \$	582,247	
9							
10	Commercial Total						\$ 2,340,879
11							
12	Industrial	96		\$ 850.00	\$	81,600	
13		All Ccf	237,283		0.11486 \$	27,254	
14	Industrial Total						\$ 108,854
15							
16	Public Authority	2,532		\$ 200.00	\$	506,423	
17		All Ccf	1,433,677		\$ 0.13511	193,704	
18	Public Authority Total						\$ 700,127
19							
20	<u>Total Revenue - All Classes</u>						
21							
22	Recommended Rate Revenue						\$ 8,188,050
23	Current Rate Revenue						\$ 13,619,898
24	Revenue Change						\$ (5,431,848)
25					7593020.21		
26	Schedule A - Revenue Deficiency				-25.6%	-39.9%	

EXHIBIT C

AVERAGE BILL IMPACT BY CLASS (INCLUDING COST OF GAS)

Description	Year-Round Average Bill			
	Current	Recommended	Change	
			Dollars	
(a)	(b)	(c)	(d)	(e)
Sales Service: (1) (2)				
Residential - Small				
NTSA Incorporated	\$ 44.59	\$ 37.72	\$ (6.87)	-15.41%
Residential - Large				
NTSA Incorporated	\$ 82.35	\$ 56.80	\$ (25.55)	-31.03%
Commercial				
NTSA Incorporated	\$ 322.38	\$ 189.21	\$ (133.17)	-41.31%
Industrial				
NTSA Incorporated	\$ 3,591.72	\$ 2,336.37	\$ (1,255.35)	-34.95%
Public Authority				
NTSA Incorporated	\$ 863.21	\$ 562.96	\$ (300.25)	-34.78%

(1) Bill impacts are shown for those schedules with customers during the test year. The test year cost of gas in each area is included in the bill calculations. Bills under current and recommended rates do not include revenue-related taxes. These taxes vary across different locations in the service area.

(2) Bills are based on the following average usage levels:

	WNSA
	Year-Round
Residential - Small	24
Residential - Large	55
Commercial	225
Industrial	2,813
Public Authority	662
Municipal Water Pumping	657
School and Municipal	6,194

ORDINANCE NO.2023-04

AN ORDINANCE ESTABLISHING MAXIMUM RATES TO BE CHARGED FOR GAS SOLD TO CUSTOMERS BY TEXAS GAS SERVICE COMPANY IN THE CITY OF BRECKENRIDGE, TEXAS AND DECLARING THIS ORDINANCE TO BE A FINAL DETERMINATION OF RATES.

WHEREAS, on January 23, 2023, Texas Gas Service Company, a division of ONE Gas, Inc. (the "Company"), filed with the City of Breckenridge, Texas, a Statement of Intent requesting an annual rate decrease of \$5,341,848 for the North Texas Service Area.

WHEREAS, the City Commission of the City of Breckenridge (the "City"), after study and consideration of the Company's Rate Schedules attached hereto as "Exhibit A", desires to establish the maximum rates to be charged to its general service customers for gas sales service within the City of Breckenridge; and

WHEREAS, the City of Breckenridge, Texas, finds that the Company is entitled to recover the revenues according to the rates and charges set forth on the attached Rate Schedules.

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

Section 1. Texas Gas Service Company, a division of ONE Gas, Inc. its successors and assigns, hereby is authorized to provide the service and charge the rates as provided in its Rate Schedules which are attached hereto as Exhibit "A" and incorporated by this reference into this Ordinance as a part of this Ordinance.

Section 2. The attached Rate Schedules shall be made available to all eligible customers in the City of Breckenridge and placed into effect for all bills of the Company with meters read on and after February 27, 2023.

Section 5. This Ordinance shall be cumulative of all other ordinances dealing with the same subject and any provision of any ordinance in direct conflict with any provision of this Ordinance is hereby repealed and the provisions of this Ordinance shall supersede any provisions in conflict herewith. All provisions of other ordinances not in conflict herewith shall remain in full force and effect

Section 6. If any section, part or provision of this Ordinance is declared unconstitutional or invalid, by a court or regulatory authority of competent jurisdiction, then it is expressly provided, and it is the intention of the City in passing this Ordinance, that its parts shall be severable and all other parts of this Ordinance shall not be affected thereby and shall remain in full force and effect.

Section 7. This Ordinance shall take effect immediately upon its passage and publication according to applicable law.

PASSED AND APPROVED on First Reading this 7th day of February 2023 by the following recorded vote:

COMMISSIONERS VOTING “AYE”:

COMMISSIONERS VOTING “NAY”:

COMMISSIONERS ABSTAINING:

COMMISSIONERS ABSENT:

PASSED AND APPROVED on Second and Final Reading this 7th day of March 2023 by the following recorded vote:

COMMISSIONERS VOTING “AYE”:

COMMISSIONERS VOTING “NAY”:

COMMISSIONERS ABSTAINING:

COMMISSIONERS ABSENT:

BOB SIMS, MAYOR

ATTEST:

JESSICA SUTTER, CITY SECRETARY

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

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

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

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

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider Schedule of Fee updates

APPENDIX A. - FEE SCHEDULE

I. Chapter 3—Parks, playgrounds, etc.

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

II. Chapter 4—Animals and Fowl.

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

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

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

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

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

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

(2) Remodel - Residential:\$50.00

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

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

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

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

(1) Residential:\$40.00

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

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

(4) Meter Upgrade:\$75.00

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

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

(1) Residential:\$40.00

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

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

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

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

(6)

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

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

(1) Permit:\$40.00

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

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

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

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

(1) Residential:\$40.00

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

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

IV. Chapter 9—Fire Protection and Prevention.

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

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

(A) Administrative Sanitation Fee:\$5.00

(B) Trash Rate Codes:

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

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

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

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

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

(1) Per Cubic Yard:\$21.50

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

*Appropriate Fee for portion on 1 Cubic Yard

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

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

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

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

(1) Peddler or Solicitor:

(a) Application Fee:\$30.00

(b) License Fee:\$35.00

(2) Itinerant Vendor:

(a) License Fee:\$250.00

(3) Canvasser:

(a) Application Fee:None

(b) License Fee:None

(4) Mobile Food Vendor:

(a) Application Fee:\$25.00

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

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

VIII. **Chapter 16—Cemetery.**

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

(1) Administration Fee\$50.00

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

Plot—Flat Head/Foot Stone\$800.00

Urn\$150.00

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

Plot—Flat Head/Foot Stone\$1,000.00

Urn\$150.00

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

Plot—Flat Head/Foot Stone\$800.00

Urn\$150.00

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

Plot—Flat Head/Foot Stone\$400.00

Urn\$150.00

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

Plot—Flat Head/Foot Stone\$300.00

Urn\$150.00

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

(8) Columbarium—Niches\$400.00

Engraving\$125.00

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

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

up to

5 Nodes*

Each Node after 5\$250.00*

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

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

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

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

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

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

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

Government Code.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Late Payment Fee:\$25.00

(2) Reconnection Fee:

(a) During normal operating hours:\$10.00

(b) After hours:\$25.00

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

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

(2) Disconnection after hours:\$25.00

(3) Meter Tampering**\$100.00

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

(1) Connection Fee:

(a) During normal operating hours:\$10.00

(b) After hours:\$25.00

(2) Transfer Fee:

(a) During normal operating hours:\$10.00

(b) After hours:\$25.00

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

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

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

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

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

(2) Reconnection after hours:\$25.00

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

** Meter Tampering/Theft of Services:

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

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

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

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

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

(1) Blockage Caused by a Generator:

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

(2) General Violations:

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

XI. **Chapter 22—Zoning.**

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

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

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

Footnotes:

--- (1) ---

Note— Effective October 1, 2022.

APPENDIX A. - FEE SCHEDULE

I. Chapter 3—Parks, playgrounds, etc.

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

II. Chapter 4—Animals and Fowl.

- (A) Permit for Selling, Grooming, Breeding, or Boarding of Dogs (per year) (Sec. 4-14):\$75.00
- (B) Dog License Fee (per year)(Sec. 4-20):*\$10.00

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

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

Minimum

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

III. Chapter 5—Buildings and Structures.

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

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

(2) Remodel - Residential:\$50.00

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

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

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

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

(1) Residential:\$50.00

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

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

(2) Meter Upgrade:\$75.00

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

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

(1) Residential:\$40.00

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

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

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

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

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

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

(1) Permit:\$40.00

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

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

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

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

(1) Residential:\$50.00

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

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

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

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

(A) Administrative Sanitation Fee:\$5.00

(B) Trash Rate Codes:

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

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

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

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

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

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

CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED

08/03/2018

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

VI. Chapter 13—Occupational Licenses and Regulations.

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

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

(1) Peddler or Solicitor:

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

(b) License Fee:\$50.00

(2) Itinerant Vendor:

(a) License Fee:\$250.00

(3) Canvasser:

(a) Application Fee:None

(b) License Fee:None

(4) Mobile Food Vendor:

(a) ApplicationFee:.....\$50.00

VII. Chapter 14—Offenses and Miscellaneous Provisions.

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

VIII. Chapter 16—Cemetery.

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

(1) Administration Fee\$50.00

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

Plot—Flat Head/Foot Stone\$800.00

Urn\$150.00

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

Plot—Flat Head/Foot Stone\$1,000.00

Urn\$150.00

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

Plot—Flat Head/Foot Stone\$800.00

Urn\$150.00

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

Plot—Flat Head/Foot Stone\$400.00

Urn\$150.00

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

Plot—Flat Head/Foot Stone\$300.00

Urn\$150.00

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

(8) Columbarium—Niches\$400.00

Engraving\$125.00

IX. Chapter 17—Streets and Sidewalks.(A) Permit for Network Nodes (Sec. 17-77):\$500.00 for

up to

5 Nodes*

Each Node after 5\$250.00*

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

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

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

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

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

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

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

Government Code.

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

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

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

- (1) ¾-inch meter set\$365.00
- (2) ¾-inch meter set outside city limits\$730.00
- (3) 1-inch meter set\$510.00
- (4) 1-inch meter set outside city limits\$1020.00
- (5) 1 ½ -inch meter set inside city limits\$1610.00 outside: \$3220.00
- (6) 2-inch meter set\$1655.00
- (7) 2-inch meter set outside city limits\$3310.00

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Late Payment Fee:\$25.00

(2) Reconnection Fee:

(a) During normal operating hours:\$25.00

(b) After hours:\$50.00

(H) Rereads (Sec. 21-16):\$10.00*

(I) Temporary Disconnection of Service (Sec. 21-17):

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

(2) Disconnection after hours:\$50.00

(3) Meter Tampering**\$100.00

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

(1) Connection Fee:

(a) During normal operating hours:\$25.00

(b) After hours:\$50.00

(2) Transfer Fee:

(a) During normal operating hours:\$25.00

(b) After hours:\$50.00

(K) Return Check Fee (non-sufficient fund charge).....\$25.00.

(L) Sewer Service Charges: (Sec 21-44):

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

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

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

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

(2) Reconnection after hours:\$50.00

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

** Meter Tampering/Theft of Services:

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

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

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

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

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

(1) Blockage Caused by a Generator:

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

(2) General Violations:

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

XI. Chapter 22—Zoning.

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

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

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

Footnotes:

--- (1) ---

Note— Effective October 1, 2022.

ORDINANCE NO. 2023-01

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

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

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

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

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

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

I. Chapter 3 - Parks, playgrounds, etc.

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

II. Chapter 4 - Animals and Fowl

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

(C) Impoundment Fees (Sec. 4-31):

- | | | |
|-----|---|--|
| (1) | Impounded dog, cat, or fowl: | |
| | (a) Pound Fee: | \$15.00 per animal or fowl |
| | (b) Board Fee: | \$10.00 per 24-hour period or part thereof |
| | (c) Impounded dog without City License: | \$25.00 |
| | (d) The cost of any vaccinations or veterinary care provided to the animal while impounded: | \$25.00 Minimum |
| (2) | All other impounded animals: | |
| | (a) Pound Fee: | \$20.00 per animal |
| | (b) Board Fee: | \$15.00 per 24-hour period or part thereof |
| | (c) The cost of any vaccinations or veterinary care provided to the animal while impounded: | \$25.00 Minimum |

(D) Dangerous Dog Registration Fee (Sec 4-40): \$50.00 per year**III. Chapter 5 - Buildings and Structures**(A) Building Permits (Sec. 5-3):

- | | | |
|-----|--------------------------|-------------------------------------|
| (1) | New Construction: | \$50.00 plus \$0.05 per square foot |
| (2) | Remodel - Residential: | \$50.00 |
| (3) | Remodel - Commercial: | \$50.00 plus \$0.05 per square foot |
| (4) | Sign, Fence, and Window: | \$40.00 |

(B) Demolition Permits (Sec. 5-4): \$100.00 plus insurance(C) Electrical Permits (Sec. 5-37):

- | | | |
|-----|--------------------|-------------------------------------|
| (1) | Residential: | \$50.00 |
| (2) | Commercial: | \$50.00 plus \$0.05 per square foot |
| (3) | Re-inspection Fee: | \$50.00 per trip |
| (4) | Meter Upgrade: | \$75.00 |

(D) Permit to Move Building (Sec. 5-51): \$50.00(E) Plumbing Permits and Inspections (Sec. 5-60.1):

- | | | |
|-----|--|-------------------------------------|
| (1) | Residential: | \$40.00 |
| (2) | Commercial: | \$40.00 plus \$0.05 per square foot |
| (3) | Re-inspection Fee: | \$25.00 per trip |
| (4) | Inspections outside of normal business hours: | \$75.00 |
| (5) | Inspections - no fee is specifically indicated: | \$20.00 per hour (1/2 hour minimum) |
| (6) | Additional plan review required by changes, additions, or revisions to approved plans: | \$40.00 per hour (1/2 hour minimum) |

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

- | | | |
|-----|---|------------------|
| (1) | Permit: | \$40.00 |
| (2) | Re-inspection Fee: | \$50.00 per trip |
| (3) | Inspections outside of normal business hours: | \$75.00 |

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

*For installation of heating, ventilating, refrigeration, or air conditioning systems

- | | | |
|-----|--------------------|-------------------------------------|
| (1) | Residential: | \$40.00 |
| (2) | Commercial: | \$40.00 plus \$0.05 per square foot |
| (3) | Re-inspection Fee: | \$25.00 per trip |

IV. Chapter 9 - Fire Protection and Prevention(A) Fire Sprinkler Permits (Sec. 9-9): \$40.00

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

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

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

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

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

CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED

08/03/2018

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

VI. Chapter 13 - Occupational Licenses and Regulations

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

VII. Chapter 14 - Offenses and Miscellaneous Provisions

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

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

IX. Chapter 17 - Streets and Sidewalks

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	<i>Inside City Limits</i>	<i>Outside City Limits</i>
(1) <i>Residential Single Family:</i>		
First 2,000 gallons (minimum):	\$42.00	\$64.00
Next 3,000 gallons, per thousand:	\$7.05	\$10.90
Next 5,000 gallons, per thousand:	\$7.50	\$11.55
Next 10,000 gallons, per thousand:	\$8.75	\$13.40
Over 20,000 gallons, per thousand:	\$10.00	\$15.35
(2) <i>Commercial and Apartments:</i>		
First 2,000 gallons (minimum):	\$52.00	\$79.90
Next 3,000 gallons, per thousand:	\$7.05	\$10.90
Next 5,000 gallons, per thousand:	\$7.50	\$11.55
Next 10,000 gallons, per thousand:	\$8.75	\$13.40
Over 20,000 gallons, per thousand:	\$10.00	\$15.35
(3) Add \$5.40 or \$10.80 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$49.50 or \$74.25 minimum that is connected to the same meter .		
(4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i>		
per one thousand gallons:		\$8.60
(5) <i>High Mesa Water Company:</i>		
First 2,000 gallons (minimum):		\$45.50
2,001 gallons and over, per one thousand gallons:		\$6.00
(6) <i>Stephens Regional Special Utility District:</i>		
per one thousand gallons:		\$6.00
(7) <i>Plant Water:</i>		
treated per one thousand gallons:		\$25.00
raw per one thousand gallons:		\$18.00
(8) <i>Meter Access:</i>		
Meter Reader unable to access meter to get reading due to customer parking over meter or any blocking meter access in any way.		\$25.00
(G) <u>Delinquent Account Fees (Sec. 21-15):</u>		
(1) Late Payment Fee:		\$25.00
(2) Reconnection Fee:		
(a) During normal operating hours:		\$25.00

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

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

XI. Chapter 22 - Zoning

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

III. **Open Meetings.**

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

IV. **Effective Date.**

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

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

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

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action to adopt Resolution 2023-04 awarding a professional services engineering contract for a 2023 CDBG Downtown Revitalization Grant

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

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

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

As part of the application process a Request for Qualifications was issued for engineering services and we received 5 submittals. Based on review and evaluation, the committee recommends selecting Jacob & Martin (see attached scoring).

There will be no charge for the application which means if we do not get awarded the grant the City will not be out any funds. Should we be awarded the grant, we will be required to provide \$75,000 in local funding. The local match can go towards admin fees and engineering fees.

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

FINANCIAL IMPACT:

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

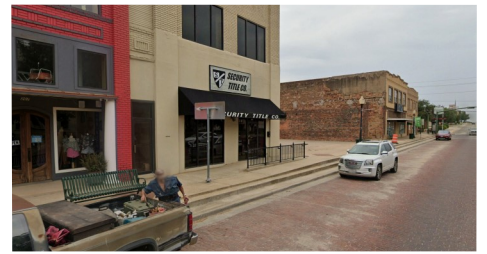
STAFF Recommendation:

Move to approve Resolution 2023-04 selecting Jacob & Martin as the engineering firm and authorize City Manager to negotiate a contract for a 2023 CDBG Downtown Revitalization Grant



FREEMAN-MILLICAN, INC.
ENGINEERS - ARCHITECTS - PLANNERS

PROFESSIONAL ENGINEERING SERVICES



2023 TxCDBG STATEMENT OF QUALIFICATIONS FOR DOWNTOWN REVITALIZATION/MAIN STREET PROJECT CITY OF BRECKENRIDGE, STEPHENS COUNTY

February 2, 2023

Mrs. Cynthia Northrop
 City of Breckenridge
 105 N. Ross Avenue
 Breckenridge, Texas 76424

Re: RFP for Engineering Services – 2023 Community Development Block Grant: Downtown Revitalization/Main Street Program

Mrs. Northrop:

Freeman-Millican, Inc. (FMI) is honored to submit our qualifications to the City of Breckenridge (City) and we are confident that we can provide the highest level of professional engineering service to the City. We are proud of our service record and the quality of work that we have performed for all of our municipal clients. We take pride in the fact that the majority of our work is through return clients and the remainder of our work is through referrals by existing clients or government agencies which speaks to the high quality of our work product. We work side by side with our clients keeping them informed on the project design and status throughout the process, working toward solutions that meet the project needs. We truly value the relationships that we build with our clients, looking to become part of the community as we assist the city with professional engineering services.

Please keep the following key points in mind as you review our qualifications:

- ◆ **Municipal Experience** – FMI has performed services for many municipal clients and our key personnel have extensive experience in municipal engineering and architectural projects. We offer design services including project plans and specifications, bid package preparation, bidding, contract services and inspection services. Successful completion of the TxCDBG Implementation Training gives us in-depth knowledge of the grant administration process allowing the project to run smoothly and without delay. In addition to attending TxCDBG Implementation Training, FMI personnel attended the HUD Environmental Assessment Training to enable us to prepare the environmental assessments that are required with any grant and/or loan program. **Freeman-Millican, Inc. is also short listed on the North Texas Municipal Water District preferred engineering firms for water and sewer projects.**
- ◆ **FMI Work Performance** – FMI staff has previously designed municipal civil engineering projects in the area of paving and drainage, water main rehabilitation and replacement, water pumping station and treatment facilities, sanitary sewer system rehabilitation and replacement of mains and manholes, waste water treatment plant design and expansions, as well as sanitary sewer lift station design and rehabilitation. FMI also has provided structural, electrical and mechanical design for many municipalities throughout North Texas. FMI staff has completed over 220 federally funded projects throughout the life of the company, and continues to pursue federal dollars for our current and prospective clients to address public infrastructure needs. Currently, FMI is working in multiple cities within similar to Breckenridge and being located in Dallas, we are always very accessible to our clients. FMI staff has over 35 years of construction management experience with projects ranging from 2 lane residential paving to 5 MGD Waste Water Treatment Facilities. Our staff works closely with contractors and city staff to keep projects running smoothly and the council fully informed every step of the way. Carlos Aguilar has taken the TxCDBG Project Implementation Training and his certification certificate is included in this packet.
- ◆ **Personal Service** – FMI is a small firm which we feel gives us a service advantage over our competitors. We can respond quickly, efficiently and personally to any engineering or architectural challenge that the City encounters. Highly qualified, key personnel are involved in every aspect of the project no matter how big or small the task. We **listen** to our clients and develop solutions that are timely and most importantly **cost-effective**. We understand that municipal engineering means developing custom solutions that meet the needs of an **entire community**. We have developed strong working relationships with our existing clients by providing this exceptionally responsive service. This has also resulted in 100% of our federally funded project being completed on time and within the budget. Because we work with communities of all sizes, we feel like we have a very strong understanding of the budgetary constraints of each size of

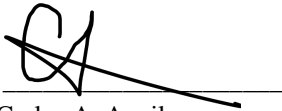
CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

municipalities. FMI works closely with our existing and prospective clients to develop projects which fit within the city's budgetary constraints. We manage all projects ensuring that every necessary measure is taken to keep the project from being exposed to changes which cause the city to go outside of the construction budget. Our approach is to create a bidding package, on the city's behalf, which gives the city the greatest level of control over the award and construction contract amount.

- ♦ **Extensive Project Experience** – FMI has over 35 years in the municipal engineering industry. 85% of our professional staff has been with FMI for over 27 years and our firm has a combined 259 years of experience. Whether it is planning for future capital improvements or preparing water, wastewater, paving or drainage plans and specifications, the depth and breadth of our previous project experience will benefit the City of Breckenridge. FMI's due diligence throughout the design phase of projects have resulted in **awarded bid amounts, on recent TxCDBG projects, coming in within 1% of the construction estimates provided by FMI.**

We look forward to working with the City on many future endeavors. We are available at your convenience to discuss our professional engineering qualifications. If you have any questions, please contact me at 214-952-0234.

Sincerely,



Carlos A. Aguilar
Director of Business Development
Freeman-Millican, Inc.

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

Table of Contents

PART I – PROPOSED CONTRACT4

PART II – PROPOSED SCOPE OF SERVICES6

PART III -- PAYMENT SCHEDULE..... 10

PART IV - TERMS AND CONDITIONS..... 11

PART V - PROJECT TIME SCHEDULE..... 16

PART VI - MONTHLY STATUS REPORT..... 17

PART VII – EXPERIENCE 18

PART VIII – REFERENCES 22

PART IX – EMPLOYEE RESUMES 23

PART X – CERTIFICATE OF INSURANCE FOR PROFESSIONAL LIABILITY 34

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

PART I – PROPOSED CONTRACT
ENGINEERING / ARCHITECTURAL / SURVEYOR SERVICES
AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the CITY OF BRECKENRIDGE, hereinafter called the "City", acting herein by _____ hereunto duly authorized, and FREEMAN-MILLICAN, INC., hereinafter called "Firm", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City of Breckenridge desires to implement the following: Downtown Revitalization / Main Street Program under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
Part II, Scope of Services, is hereby incorporated by reference into this Agreement.
2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.
3. Local Program Liaison - For purposes of this Agreement, the City Administrator or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspector General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.
5. Retention of Records - The Firm shall retain all required records for three years after the City makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$ _____. Payment to Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Contract.
7. Indemnification – Engineer shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against them, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Stephens County, Texas.
 - b. This Agreement shall be binding upon and insure to the benefit of the parties hereto and respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall not be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
- 9. Extent of Conditions - This Agreement which includes Part I-V, represents the entire and integrated agreement between the City and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City and the Firm

IN WITNESSETH HEREOF, the parties have hereunto set their hands and seals.

CITY OF BRECKENRIDGE

FIRM: FREEMAN-MILLICAN, INC.

BY: _____
(Mayor) – Or Approved Signature

BY: _____
/Richard Dormier, P.E.
Vice President

PART II – PROPOSED SCOPE OF SERVICES

The Engineering Firm shall render the following services necessary for the development of the project:

SCOPE OF SERVICES:

PHASE ONE:

1. Attend project planning meetings with City Staff to begin application preparation assistance
2. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the Grant Recipient, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Engineer's recommendations; to be completed within 30 days of contract execution.
3. Provide the City with **alternative options of design and construction** that will benefit the City, its staff, and its citizens.
4. Determine necessity for any acquisition of any additional real property/easements/ROWs for the CDBG project and, if applicable, furnish to the Grant Recipient:
 - Name and address of property owners;
 - Legal description of parcels to be acquired;
 - Map showing entire tract with designation of part to be acquired.
5. Provide an Estimate of Probable Construction Cost for all construction options presented to the City.
6. Should the project selected be a water improvements project, Freeman-Millican, Inc. will develop or add to an existing water system model for the City as a part of Phase One.

PHASE TWO:

1. Attend conferences with the Grant Recipient regarding the selected design of the project.
2. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the Grant Recipient providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Engineer will review any tests required and act as the Grant Recipient's representative in connection with any such services.
3. Prepare railroad/highway permits, if applicable.
4. Furnish the Grant Recipient copies of the preliminary report, if applicable (additional copies will be furnished to the Grant Recipient at direct cost of reproduction);
5. Furnish the Grant Recipient a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by the Texas Department of Rural Affairs (TDA). The format for this report is attached to this Agreement as Part IV.
6. Perform topographical design surveying to include all existing utilities and located franchise utilities within the project area.
7. Prepare Preliminary and Final Design plans and specification
8. Provide revised estimates of probable construction cost at **30%, 60%, and 90%** of the Design.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Engineering Firm shall also furnish to the Grant Recipient an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision issued by TxCDBG.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish Construction Contractor eligibility verification.
16. Conduct pre-construction conference and prepare copy of report/minutes.

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CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

17. Require construction contractor to perform all required testing and inspection during construction.
18. Issue Start of Construction Notice to TxCDBG and Notice to Proceed to construction contractor.
19. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
20. Design for access by persons with disabilities to facilities to be used by the public in accordance with Public Law 504.
21. Use forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond that have TxCDBG approval.
22. Make periodic visits, no less than every 30 days during the construction period, to the site to observe the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract.
23. Consult with and advise the Grant Recipient during construction; issue to contractors all instructions requested by the Grant Recipient; and prepare routine change orders if required, at no charge for engineering services to the Grant Recipient when the change order is required to correct errors or omissions by the Engineer; provide price analysis for change orders; process change orders approved by Grant Recipient and the project engineer and submit to TxCDBG for approval prior to execution with the construction contractor.
24. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
25. Resolve all payment requests within 14 days of receipt of signed pay request from the Construction Contractor.
26. Based on the Engineer's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the Grant Recipient, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
27. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the Grant Recipient and approval by TxCDBG, unless State or local law provides otherwise.
28. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
29. Conduct interim/final inspections (**with resident inspection to be at City's option**).
30. Revise contract drawings to show the work as actually constructed, and furnish the Grant Recipient with a set of "record drawings" plans. **Engineer will also provide mapping shape files of engineering design to City to utilize with mapping software.**
31. The Engineer will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These files shall be provided in digital format containing the source file data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD) or flash drive, which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital file is a true representation of the original sealed document, and that a printed version with the seal has been provided to the owner. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and files shall be provided to the owner in written form.

SUBCONTRACTS

No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City.

2. The Firm shall, prior to proceeding with the work, notify the City in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.

3. If any time during progress of the work, the City determines that any subcontractor is incompetent or undesirable, the City will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City.

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

4. The Firm will include in all contracts and subcontracts more than \$150,000 a provision which requires compliance 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). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts more than \$150,000 provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts more than \$10,000 provisions addressing termination for cause and for convenience by the City including how it will be affected and the basis for settlement.
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts more than \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246).
 - d. Section 3 of the Housing and Urban Development Act of 1968.
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).
 - f. For contracts more than \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
 - g. For procurement of recovered materials where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000, compliance with 2 CFR 200.322 and section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requires procuring only items designated in guidelines of the EPA at 40 CFR part 247 that contain the highest percentage of recovered materials practicable.
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable, and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents those services provided under this Agreement shall be performed within the limits prescribed by the City in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City and at the Firm's expense if the deficiency is due to Firm's negligence. The City shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City under applicable state or federal law.

4. The Firm agrees to and shall hold harmless the City, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III -- PAYMENT SCHEDULE PROFESSIONAL ENGINEERING/ARCHITECTURAL SERVICES

(Texas Government Code 2254 prohibits professional engineers from providing fees prior to being selected to perform work)

Grant Recipient shall reimburse (Freeman-Millican, Inc.) for basic engineering services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by Grant Recipient.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	5%
• Completion of construction staking	15%
• Completion of Final Closeout Assessment and submittal of "As Builts" to Grant Recipient.	20%
• Completion of final inspection and acceptance by the Grant Recipient.	10%
Total	100%

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge)

Registered Surveyor	\$ To be listed upon award
Survey Crew (3 members)	\$ To be listed upon award
Project Engineer	\$ To be listed upon award
Engineering Technician	\$ To be listed upon award
Project Representative	\$ To be listed upon award
Draftsman	\$ To be listed upon award

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

- The Engineer shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
- The Engineer shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
- The payment requests shall be prepared by the Engineer and be accompanied by such supporting data to substantiate the amounts requested.
- Any work performed by the Engineer prior to the execution of this contract is at the Engineer's sole risk and expense.

PART IV - TERMS AND CONDITIONS

PROFESSIONAL ENGINEERING SERVICES

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

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Firm, and the City may set-off the damages it incurred because of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City.

City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City for any additional compensation or damages in the event of such termination and payment.

3. Changes. The City may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed because of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Firm shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Firm from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Firm, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Firm shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- c. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 ([Text deleted]1986) and 12689 (1989). The term “principal” for purposes of this Agreement is defined as an officer, Director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, “Debarment and Suspension.”

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to contracts and subcontracts over \$10,000).

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee’s essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor’s legal duty to furnish information.

- d. The Firm 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 Firm's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "**Equal Employment Opportunity**," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Firm'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 Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm 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 Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.

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

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

17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

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

19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000)

The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract.

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[If this Contract is greater than \$100,000, include the following Section 3 language:]

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- e. The Firm will certify that any vacant employment positions, including training positions, that are filled (1) after the Firm is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Firm's obligations under 24 CFR part 135.
- f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
- g. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

PART V - PROJECT TIME SCHEDULE

PROJECT IMPLEMENTATION SCHEDULE

CONTRACT NUMBER _____

2023 - 2024 PROJECTS

Activity	Completed by Last Day of Month:	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Procurement of Professional Services Completed	X																								
Plans and Specifications Completed			X																						
Plans and Specifications Submitted for Approval to City/County			X																						
Environmental Review Completed					X																				
Clearance of Special Conditions						X																			
Wage Rate Request/Decision/10-Day Call						X																			
Bid Advertisement / Construction Contract Awarded							X																		
Construction - 50% ARP / CLFRF project complete									X																
Construction - 50% ARP / CLFRF funds requested from Department									X																
Construction - 75% ARP / CLFRF project complete										X															
Construction - 75% ARP / CLFRF funds requested from Department										X															
Construction - 90% ARP / CLFRF project complete											X														
Construction - 90% ARP / CLFRF funds requested from Department											X														
Final Inspections Completed												X													
General Administration													X												
Close-out documents submitted to Department														X											

CONTRACT START DATECONTRACT ENDING DATE

10 Days from Notice of Award

PART VI - MONTHLY STATUS REPORT

Grant Recipient: City of Breckenridge Date Submitted: _____

TxCDBG Contract No.: _____ Reporting Period: _____

Project Status: _____

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description: _____

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
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_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

PART VII – EXPERIENCE

Freeman-Millican, Inc. (FMI), is registered to offer and perform engineering services in the State of Texas by the Texas Board of Professional Engineers (Lic. #F-2827). FMI specializes in all phases of Civil Engineering such as:

- TxCDBG Application Preparation
- TxCDBG Funded Water, Sewer, Paving, and Drainage Design Projects
- TxCDBG Comprehensive Planning Projects
- Municipal Building Architectural Design and Management
- Public Architectural Design and Management
- Environmental Assessments for Grant Projects
- TPWL Application Preparation
- TPWL Funded Design Projects
- Wastewater System Design and Analysis (Treatment and Collection)
- Water System Design, Analysis and Modeling (Treatment and Distribution)
- Lift Station and Force Main Design
- Municipal Mapping (Census, CCN, Utility, Land Use, Boundary and Zoning)
- GIS Services and Data Gathering and Creation for City / County Mapping Software
- Infrastructure Feasibility Studies
- Roadway Design, Rehabilitation and Expansion
- Drainage System Design and Analysis
- Park Planning, Design, and Construction
- Planning and Zoning Services
- Hydraulic & Hydrologic Studies
- TXDOT Plans
- Infrastructure Design including Grading, & Erosion Control
- Coordination with regulatory agencies to obtain necessary permits and plan approvals

FMI Consulting has internal surveying crews which enables us to meet project deadlines in a timely manner. The surveying services include, but are not limited to:

- Topographic Survey
- Boundary & American Land Title Association Certified Surveys
- Construction Staking
- Texas State Plane Coordinate Surveys
- Property Deed Research
- Preparation of Easement Documents

FMI provides construction management services including but not limited to:

- Inspection Services
- Project Management
- Technical Specification Review and Approvals
- Construction installation Inspections
- Coordination of Contracts, Contractors, & Franchise Utility Installation.

All of our projects are supervised by Professional Engineers that are individually licensed by the Texas Board of Professional Engineers. If we are fortunate enough to do work with the City of Breckenridge, it will be performed and supervised by Larry J. Freeman, P.E., Victor Acuy, P.E., Richard A. Dormier, P.E., Michael K. Stacey, P.E., Damir Lulo, P.E., John D. Gattis, AIA, Carlos Aguilar, Mark Hill, P.E. and David Gattis, P.E.

FREEMAN-MILLICAN STAFF EXPERIENCE – TxCDBG FUNDED PROJECTS:

- **City of Alvord**
Project consisted of 6" water improvements in a residential portion of the city through the 2021/2022 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration
- **City of Sadler**
Project consisted of 3" HMAC paving improvements from W. Pecan St. to Main St. along Ram Road through the 2020/2021 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Palmer**
Project consisted of 8" water line improvements along FM 878 & FM 813 through the 2019/2020 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Alvord**
Project consisted of 6" water improvements in a residential portion of the city through the 2017/2018 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Frost**
Project consisted of wastewater treatment facility improvements through the 2017/2018 TxCDBG Program. Improvements included an automatic bar screen, emergency generator, and yard piping. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TCEQ, TDA & TxCDBG program staff, bidding and construction administration.
- **City of Milford**
Project consisted of wastewater treatment facility improvements through the 2017/2018 TxCDBG Program. Improvements included an automatic bar screen, sludge dewatering box and polymer system, and storm water recirculation junction box. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TCEQ, TDA & TxCDBG program staff, bidding and construction administration.
- **City of Grandview**
Project consisted of 1,633 l.f. of paving and drainage improvements within a residential portion of the city and school zone through the 2017/2018 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Alvord**
Project consisted of 1,800 l.f. 6" water improvements in a residential portion of the city through the 2017/2018 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Celeste**
Project consisted of water improvements in a residential portion of the city through the 2013/2014 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Palmer**
Project consisted of water improvements (5,500 L.F.) in a residential portion of the city through the 2015/2016 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

- **City of Sadler**
Project consisted of waste water treatment plant improvements through the 2015/2016 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with GTUA, TWDB, TDA & TxCDBG program staff, bidding and construction administration.
- **City of Celeste**
Project consisted of asphalt paving improvements in a residential portion of the city through the 2015/2016 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Rio Vista**
Project consisted of asphalt paving improvements in a residential portion of the city through the 2013/2014 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Pottsboro**
Project consisted of asphalt paving repair in a residential portion of the city through the 2011/2012 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Savoy**
Project consisted of asphalt paving repair in a residential portion of the city through the 2011/2012 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **Town of Oak Ridge**
Project consisted of asphalt paving repair & waterline replacement in a residential portion of the city through the 2009/2010 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Southmayd**
Project consisted of asphalt paving repair & drainage project in a residential portion of the city through the 2007/2008 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Pottsboro**
Project consisted of asphalt paving repair & drainage project in a residential portion of the city through the 2006/2007 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Leonard**
Project consisted of asphalt paving repair & drainage / sidewalk replacement project in a residential portion of the city through the 2006/2007 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, bidding and construction administration.
- **City of Valley View**
Project consisted of 6" water main improvements in a residential portion of the city through the 2011/2012 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Caddo Mills**
Project consisted of water system improvements funded through the 2011/2012 TxCDBG Program. Including the design of a new 130,000 gallon ground storage tank and high service pump station. Responsibilities include coordination with client, preparation of construction plans, details and specifications, bidding and construction administration.

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS

- **City of Rio Vista**
Project consisted of Waste Water Treatment Facilities improvements funded through the 2011/2012 TxCDBG Program. Including the design of a new 30,000 gallon digester, one bar screen and headworks, one bubble aeration system, wiring, miscellaneous piping, valves, and controls. Responsibilities include coordination with client, preparation of construction plans, details and specifications, bidding and construction administration.
- **City of Palmer**
Project consisted of 6", 8" and 12" water main improvements and relocations in a residential portion of the city through the 2009/2010 TxCDBG Program. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TDA & TxCDBG program staff, bidding and construction administration.
- **City of Sadler**
Project consisted of design of bar rack screens, (2) ditch aerators (horizontal brush rotors), electrical upgrades and the all-weather access road for the City of Sadler's existing Wastewater Treatment Plant. The purpose of the project, funded through the 2009/2010 TxCDBG Program, was to address compliancy issues with the Texas Commission on Environmental Quality. Responsibilities include client contact, preparation of construction plans, details and specifications, coordination with TCEQ, TDA & TxCDBG program staff, bidding and construction administration.
- **City of Callisburg, Knollwood and Windom TxCDBG Planning and Capacity Building**
Project consisted of the preparation of a 20 year Community Development Plan. Responsibilities include client contact, socioeconomic research, infrastructure mapping, housing, land use and zoning map preparation, analysis of existing infrastructure, recommendations for infrastructure improvements, preparation of report documenting findings and recommendations, and coordination with TDA & TxCDBG program staff.

RECENT CITY SIDEWALK PROJECTS:

- **City of Palmer**
FM 813 Sidewalk Improvements – PH-I
Project consisted of survey, design, TxDOT permitting, and construction administration for the Phase I portion of the 2020 Sidewalk Improvements Project. The purpose of the sidewalk project was to create a safe walkway for pedestrians from the school properties into the neighborhoods.
- **City of Palmer**
FM 813 Sidewalk Improvements – PH-II
Project consisted of survey, design, TxDOT permitting, and construction administration for the Phase I portion of the 2021 Sidewalk Improvements Project. The purpose of the sidewalk project was to create a safe walkway for pedestrians from the school properties into the neighborhoods
- **City of Glen Rose – TxDOT Safe Routes Sidewalks**
FMI was awarded the survey, design, and construction administration for the TxDOT Safe Routes project. The purpose of the project was to design and construct new 5' ADA compliant sidewalks throughout the city to connect each school site to the neighboring homes and to the downtown area. Design and construction will begin in mid-year 2022.

PART VIII – REFERENCES

*City of Ector
Mrs. Nelba Baker, City Secretary
PO Box 188
Ector, Texas 75439
(903) 961-2495

City of Heath
Mrs. Aretha Adams, City Manager
200 Laurence Drive
Heath, Texas 75032
(972) 961-4884

*City of Palmer
Mrs. Alicia Baran, City Administrator
113 W. Jefferson
Palmer, TX 75152
(972) 845-3288

*City of Grandview
Mr. David Henley, City Manager
304 E. Criner
Grandview, TX 76050
(817) 866-2699

City of Sherman
Mr. Mark Gibson, P.E., Director of Utilities
P.O. Box 1106
Sherman, Texas 75091
(903) 892-7210

City of Bedford
Mrs. Cheryl Taylor, P.E., City Engineer
2000 Forest Ridge, Bldg. A
Bedford, TX 76021
(817) 952-2101

*City of Celeste
Mrs. Shaunna Holt, Mayor
N. 201 US-69
Celeste, Tx 75423
(903) 568-4512

*City of Milford
Mrs. Kim Serta, City Secretary
107 S. Main Street
Milford, Texas 76670
(972) 493-3161

*City of Garrett
Mr. Matt Newsom, Mayor
208 N. Ferris Street
Ennis, TX 75119
(972) 875-5893

City of Weston
Mr. Jim Marischen, Mayor
301 Main Street
Weston, Texas 75097
(972) 382-1001

*Public Management, Inc..
Mr. Jake McAdams/Patrick Wiltshire
P.O. Box 672
Granbury, Texas 76048
(972) 741-4700

Greater Texoma Utility Authority
Mr. Drew Satterwhite, P.E., General Manager
5100 Airport Drive
Denison, Texas 75020
(903) 786-4433

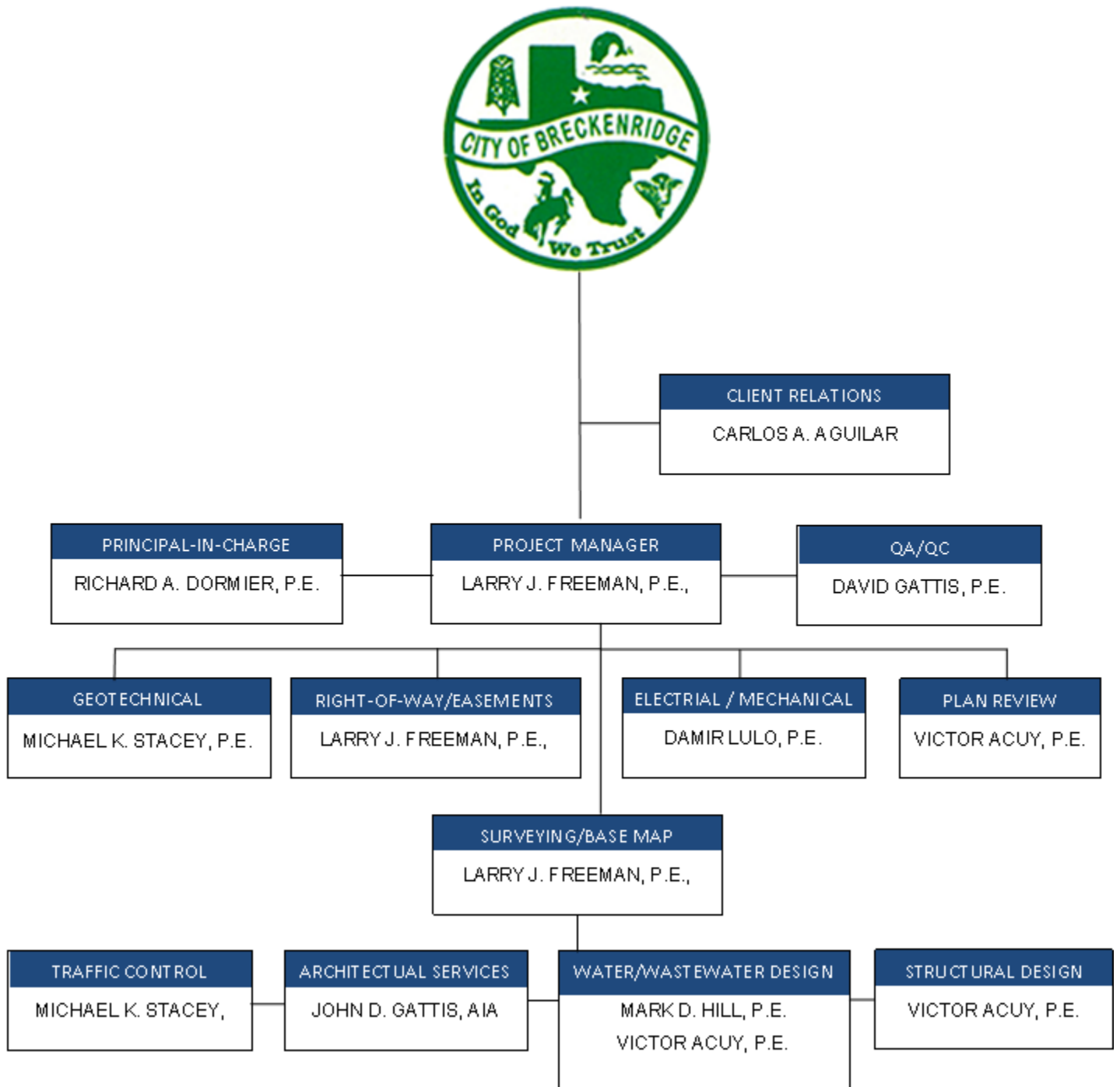
North Texas Municipal Water District
Mr. David Clisch, P.E.
Mr. Jeff Ray P.E.
505 E. Brown Street
Wylie, Texas 75098
(972) 4425405

*City of Sadler
Ms. Jaimie Vannoy, City Secretary
P.O. Box 543
Sadler, Tx 76264
(903)-271-7272

*** Performed TxCDBG Grant Project
Engineering for clients**

PART IX – EMPLOYEE RESUMES

CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS



Larry J. Freeman, P.E., R.P.L.S

Chairman of the Board / Senior Project Manager - Water and Wastewater Projects

Freeman-Millican, Inc.

12160 N. Abrams Road, Suite 508

Dallas, Texas 75243

Phone: (214) 503-0555

E-mail: larry@fmi-dallas.com

Areas of Expertise

Design and construction of:

- Water and wastewater treatment systems
- Water distribution and wastewater collection systems
- Water pump stations and wastewater lift stations
- Water distribution system design and analysis
- Paving and Drainage Design

Experience

Mr. Freeman has many years of successful experience in municipal engineering. He has served as City Engineer for the cities of Forney, Heath, and Bridgeport, and he has completed projects for several other cities in the North Texas area, including Plano, Wylie, Terrell, Irving, and Richardson. Mr. Freeman has also worked on several projects with North Texas Municipal Water District over the past 36 years.

Years of Experience

Professional: 47

Education

M.S., Environmental Health Engineering, University of Texas, 1965

B.S., Civil Engineering, Arlington State College, 1964

Professional Registration

Professional Engineer, Texas No. 29907

Registered Public Land Surveyor, Texas No. 3239

Certifications/Training & Membership in Professional Organizations

American Consulting Engineers

Texas Council of Engineering Companies

Professional History

Senior Project Manager, Freeman-Millican, Inc. – 1987 to Present

Principal Project Manager, Shimek, Jacobs and Finklea – 1978 to 1987

Director of Environmental Health, City of Dallas – 1974 to 1978

Design Engineer, Shirco, Inc. – 1972 to 1974

Staff Specialist Wastewater Treatment, Forrest and Cotton, Inc. – 1967 to 1972

Richard A. Dormier, P.E.*Vice President and Secretary of the Board / Senior Project Manager – Municipal Projects*

Freeman-Millican, Inc.

12160 N. Abrams Road, Suite 508

Dallas, Texas 75243

Phone: (214) 503-0555

Cell: (972) 489-6523

E-mail: richard@fmi-dallas.com

Areas of Expertise

- Design and construction of water distribution and wastewater collection systems
- Design and permitting of municipal solid waste landfills
- Design and construction of pedestrian walkways and residential pavement and thoroughfare design
- Water distribution system design and analysis
- Geotechnical engineering
- Hydrogeological evaluations

Experience

Mr. Dormier has many years of successful experience in the engineering profession, providing services for clients in both the public and private sectors. Since joining FMI, he has served as City Engineer for the cities of Forney and Heath, concentrating on municipal engineering and planning projects. He continues to serve both Cities in that capacity. He has also provided engineering services for the Cities of Terrell, Bridgeport, Waxahachie, Ennis, and North Texas Municipal Water District.

Years of Experience

36

Education

BSCE, Texas A&M University, College Station, Texas, 1976

MSCE, Texas A&M University, College Station, Texas 1979

Professional Registration

Texas No. 50570

Arkansas No. 7352

New Mexico No. 9311

Louisiana No. 21822

Oklahoma No. 14261

Florida No. 47275

Certifications/Training & Membership in Professional Organizations

American Society of Civil Engineers

Texas Society of Professional Engineers

National Society of Professional Engineers

City of Cedar Hill, Texas, Planning and Zoning Commission, 1991-1993

City of Ovilla, Texas, Planning and Zoning Commission, 2001 – 2007

City of Ovilla, Texas, City Council, 2007 – 2009 and 2010 to present

Board of Trustees, Johnson and Johnson County Meals-on-Wheels, 2010 to present

Professional History

Senior Project Manager, Freeman-Millican, Inc. – 2000 to Present

Project Manager and Vice President, SCS Engineers – 1999 to 2000

Project Engineer, Rust E&I – 1995 to 1999

Environmental Engineering Manager, Waste Management of Texas and Florida – 1990 to 1995

Project Engineer, Harding Lawson Associates – 1988 to 1990

Office Manager and Vice President, GSW & Associates, Big Spring, Texas – 1983 to 1988

Project Engineer, Rone Engineers – 1983

Carlos Aguilar

Project Manager / Client Relations / Director of Business Development

Freeman-Millican, Inc.

12160 N. Abrams Road, Suite 508

Dallas, Texas 75243

Phone: (214) 503-0555

Cell: (214) 952-0234

E-mail: caguilar@fmi-dallas.com

Summary

- Over 17 years of civil experience including surveying, drafting, design, and project management in public works.
- Extensive experience in projects funded through various grant and loan programs (TxCDBG, TWDB, USDA & TPWL).
- Extensive experience in performing municipal public hearings
- Extensive experience in municipal engineering and construction project management.
- Experienced in the design of wastewater systems including treatment plants, lift stations, force mains and gravity sewer systems.
- Extensive experience in the preparation and submittal of Wastewater Treatment Plant Permit Applications (New Permit Applications, Major Permit Amendments and Renewals).
- Experienced in the design of water systems including treatment plants, water wells, ground storage reservoirs, elevated storage tanks and distribution mains.
- Experienced in the preparation of Municipal Capital Improvement Plans, Impact Fee Studies & Feasibility Studies.
- Experienced in the design of municipal paving and drainage projects (underground and open channel storm water conveyance systems).
- Extensive experience in municipal mapping (CCN, Census, Land Use, Zoning, Water & Sewer Utility, Boundary Agreement, Thoroughfare) utilizing Autodesk Map, TerraIncognita and ArcGIS.
- Experienced in the preparation of Storm Water Pollution Prevention Plans.
- Proficient in the use of the following software packages: Autodesk Civil 3D (2020 - 2022), Autodesk Map (2020 - 2022), Autodesk InfraWorks (2020 - 2022), ArgGIS, Microsoft Office Suite and Microsoft Project .

Education

Eastfield Community College, Dallas, Texas, 1995-1997

Dallas Baptist University, 1998-2000

Richland Community College, 2000-2002

Damir Lulo, P.E.*Project Manager - Water and Wastewater Projects*

Freeman-Millican, Inc.

12160 N. Abrams Road, Suite 508

Dallas, Texas 75243

Phone: (214) 503-0555

E-mail: damir@fmi-dallas.com

Areas of Expertise

Design and construction of:

- Water and wastewater treatment systems
- Water distribution and storage infrastructure
- Wastewater collection systems
- Water pump stations and wastewater lift stations
- Wastewater distribution system design and analysis
- Electrical, control, and SCADA system design in water and wastewater projects

Experience

Mr. Lulo has twenty years of successful experience in municipal engineering. Since he came to the United States from Sarajevo, Bosnia, in 1994, he has served as project engineer and project manager for water and wastewater systems in the cities of Sherman, Forney, Heath, Bridgeport, Terrell, and Mesquite. Mr. Lulo is also involved in the hydraulic modeling of large water systems like the water system for the City of Mesquite as well as the design of SCADA and other control systems.

Years of Experience

Engineering: 28

Professional: 12

Education

B.S., Mechanical Engineering, Sarajevo, Bosnia 1986

Professional Registration

Professional Engineer, Texas No. 90370

Professional History

Project Manager, Freeman-Millican, Inc.

E.I.T., Freeman-Millican, Inc.

Project Manager, International Rescue Committee and Intertect, Sarajevo, Bosnia

Lead Engineer, Energoinvest, Sarajevo, Bosnia

Design Engineer, Energoinvest, Sarajevo, Bosnia

Michael K. Stacey, PE*Project Manager*

Freeman-Millican, Inc.
12160 N. Abrams Road, Suite 508
Dallas, Texas 75243

Phone: (214) 503-0555
E-mail: mstacey@fmi-dallas.com

Areas of Expertise

Design and construction of:

- Water and wastewater lines
- Wastewater lift stations
- Municipal & Private solid waste landfills
- Storm drainage system analysis and design
- Geotechnical and hydrogeological investigation and design
- Municipal paving and thoroughfare design

Experience

Mr. Stacey has completed numerous projects for many cities in the North Texas area. He has over 25 years of experience in civil, geotechnical, environmental and materials engineering. His projects have included water and wastewater lines, streets, storm drainage, municipal solid waste landfills, dams, highways, storage tanks, and residential subdivisions. The wastewater projects include a recently completed force main and gravity sanitary project for NTMWD and City of Forney. This project included approximately 40,000 linear feet of 24-inch PVC pipe.

Years of Experience

Professional: 26

Education

M.E. Civil Engineering, University of Texas at Arlington, 1990

B.S. Civil Engineering, University of Texas at Austin, 1979

Professional Registration

Professional Engineer, Texas No. 65460

Professional History

Project Manager, Freeman-Millican, Inc. – 2000 to Present

HDR Engineering, Inc. – 1991 to 2000

Southwestern Laboratories, Inc. – 1989 to 1991

Trinity Engineering Testing Corp. – 1983 to 1989

U.S. Navy – 1979 to 1983

John D. Gattis, AIA*Project Manager – Architectural and Public Works Projects*

Freeman-Millican, Inc.

12160 N. Abrams Road, Suite 508

Dallas, Texas 75243

Phone: (214) 503-0555

E-mail: john@fmi-dallas.com

Areas of Expertise

Design and project management of:

- Institutional, educational, and commercial architecture
- Municipal paving and water distribution projects
- Municipal water storage and distribution projects
- Recreational park projects for Municipalities
- Architectural and site work elements of water pump stations and wastewater treatment plants
- American with Disabilities Act standards for accessible design

Experience

Mr. Gattis has many rewarding years of experience designing architectural and public works facilities. He has worked as a design team member and project manager on schools, governmental buildings, churches, and commercial architectural projects. He has also served as a team member designing civil/site work, architectural and structural components for pump stations, wastewater treatment plants, and water distribution projects.

Years of Experience

Professional: 26

Education

Bachelor of Architecture, Texas Tech University, 1990

Professional Registration

Registered Architect, Texas No. 17587

Professional Associations

American Institute of Architects

Texas Society of Architects

Professional History

Project Manager, Freeman-Millican, Inc. – 1996 to Present

Project Manager/Architectural Intern, Hight-Jackson Associates, PA – 1993 to 1996

Architectural Intern, Tatchio and Associates, Architects – 1990 to 1993

David E. Gattis, P.E.*Project Manager*

Freeman-Millican, Inc.

12160 N. Abrams Road, Suite 508

Dallas, Texas 75243

Phone: (214) 503-0555

E-mail: david@fmi-dallas.com

Areas of Expertise

- Project management of municipal water design and construction projects
- Project management of municipal wastewater design and construction projects
- Project management of residential paving design and construction projects
- Project management of residential drainage
- Project management of municipal solid waste design and construction
- Municipal utility master planning, project budgeting, project scheduling, operation, and maintenance of City and utility district facilities.
- Wastewater distribution evaluation and system design
- Water distribution evaluation and system design

Experience

Mr. Gattis has many rewarding years of experience in the development of public works facilities, working as a field engineer, construction engineer, design engineer, and project manager for a major supplier of elevated tanks and other storage reservoirs and serving as the City Engineer and later as the Director of Engineering, Public Works and Water Utilities for the City of Sherman, Texas. While working for the City of Sherman, he was a major team member for the design and development of street and drainage improvements; water transmission lines; relief sewers; pump stations; lift stations; a surface water supply; a four-phase expansion of the wastewater treatment plant; a solid waste transfer station; and a new landfill development.

Years of Experience

Professional: 41

Education

B.S., Civil Engineering, Texas Tech University, 1963

Professional Registration

Professional Engineer, Texas No. 36563

Professional History

Project Manager, Freeman-Millican, Inc.

City Engineer, Director of Engineering and Public Works, City of Sherman, Texas

Planning and Design Engineer, Texoma Council of Governments

Field Engineer, Design Engineer, Construction Engineer, Project Manager, and Contracting Engineer, Chicago Bridge and Iron Company

Victor L. Acuy, P.E.*Project Engineer – Water, Wastewater, and Drainage projects*

Freeman-Millican, Inc.

12160 N. Abrams Road, Suite 508

Dallas, Texas 75243

Phone: (214) 503-0555

Cell: (972) 400-1908

E-mail: v.acuy@fmi-dallas.com

Areas of Expertise

Design and analysis of:

- structures
- water distribution systems
- storm and sanitary sewer systems
- pedestrian sidewalks & walkways
- residential paving and thoroughfare design
- residential drainage design

Experience

Mr. Acuy has contributed in the analysis and design of water distribution, sanitary sewer, and storm sewer systems for the cities of Sherman, Mesquite, Fate, Forney, and the Town of Sunnyvale. Mr. Acuy was particularly involved in the hydraulic modeling of the water distribution system for the cities of Sherman, Mesquite, Sunnyvale, Forney, and the Seis Lagos Utility District and he has also assisted in the design of the Barnes Bridge pump station foundation for the City of Mesquite and is currently supporting in the design of the Post Oak Waste Water Treatment Plant for the City of Sherman

Years of Experience

Professional: 4

Education

B.S., Civil Engineering, University of Texas at Arlington, 2007

Professional Registration

Engineer-In-Training, Texas EIT No. 39691

Professional Engineer, Texas No. 114152

Professional History

Engineer-In-Training, Freeman-Millican, Inc. – 2008 to 2013

Professional Engineer, Freeman-Millican, Inc. – 2013 to Present

Mark D. Hill, P.E.*Project Engineer – Water, Wastewater, and Development Plans*

Freeman-Millican, Inc.

12160 N. Abrams Road, Suite 508

Dallas, Texas 75243

Phone: (214) 503-0555

E-mail: mdhill@fmi-dallas.com

Areas of Expertise

- Consulting City Engineer providing review of development plans and plats;
- Planning and design of water systems including supply, treatment and distribution;
- Planning and design of wastewater systems including treatment, conveyance and collection

Experience

Mr. Hill has provided many years of providing engineering and consulting services to public clients. His services have consisted of providing engineering consulting to municipalities for review of Plats and Engineering Plans for developments. In addition, he has provided planning and design services for water systems, including planning, modeling, groundwater supply, surface water supply, pipelines, pump stations, storage tanks, treatment process, impact fee and CIP studies. Services for wastewater include planning, modeling, treatment process, pipelines, lift stations, impact fee and CIP studies. He has also managed and designed residential streets, thoroughfares and drainage projects. He has performed services for various Municipalities (e.g. Hackberry, Kaufman, Balch Springs, Dallas, Fort Worth, Hot Springs, Alexandria, Palestine), Federal/State (e.g. USACE, Barksdale AFB, TDCJ), Schools (e.g. Texas A&M University, NE Community College, Dallas County Community College), Districts (e.g. UTRWD, NTMWD, DCFWSD, Mustang SUD), and others (e.g. DFW Airport, Dallas Love Field, Canadian National Railroad).

Years of Experience

Professional: 30

Education

BSCE, Texas A&M University, College Station, Texas, 1985

Professional Registration

Texas No. 79446; Oklahoma No. 23364;

Louisiana No. 36670; and Mississippi No. 26686

Certifications/Training & Membership in Professional Organizations

Water Environment Federation (WEF)

American Waterworks Association (AWWA)

Professional History

Professional Engineer and Project Manager, Freeman-Millican, Inc. – 2016 to Present

Project Manager and Senior Engineer, EJES, Inc. – 2011 to 2016

Senior Project Manager, Jacobs/Carter Burgess – 2004 to 2011

Senior Vice President, TRC/Hunter Associates Texas, Ltd. – 1986 to 2004

PART X – CERTIFICATE OF INSURANCE FOR PROFESSIONAL LIABILITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/Item 18.
10/17/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243	CONTACT NAME: Hillary Bryant	FAX (A/C, No): (214) 503-8899	
	PHONE (A/C, No, Ext): (214) 323-4602	E-MAIL ADDRESS: RSCcertrequest@risk-strategies.com	
INSURED Freeman-Millican, Inc. 9330 LBJ Fwy, Suite 1225 Dallas TX 75243	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: XL Specialty Insurance Company		37885
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 70842435

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		✓	DPR9994310	6/1/2021	6/1/2023	Per Claim/Annual Aggregate \$1,000,000

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

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of the certificate holder on all policies.

CERTIFICATE HOLDER

Master Certificate

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

Hillary Bryant

Hillary Bryant

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ACORD 25 (2016/03)

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

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

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

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

OFFICE USE ONLY

Date Received

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

Freeman-Millican, Inc.

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

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

No Conflict

Name of Officer

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

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

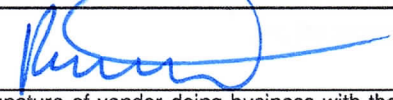
☐ Yes☐ No

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

☐ Yes☐ No

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

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

7 
Signature of vendor doing business with the governmental entity

February 1, 2023

Date

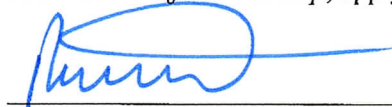
Certification Regarding Lobbying

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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





Signature of Contractor's Authorized Official

Richard A. Dormier, P.E.

Printed Name and Title of Contractor's Authorized Official

February 1, 2023

Date

 An official website of the United States government
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You have 2 new alerts


Show / Hide Alerts





 Entity Workspace






Get Started

Show Workspace For

Non-Federal Entities




Non-Federal Entities

BioPreferred Reporting

Service Contract Reporting

Filter By



Keyword

Entity

Status

☐ Work in Progress Registration

☐ Submitted Registration


☒ Active Registration

☐ Inactive Registration

☐ ID Assigned

☐ Pending ID Assignment

Expiration Date



FSD Number

Address Update

Reset

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of 1

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25

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Expiration Date Ascending

FREEMAN MILLICAN INC

● Active Registration

Unique Entity ID:
XNLFAHAKMY54

CAGE/NCAGE:
85QH5

Doing Business As:
(blank)

Physical Address:
9330 LYNDON B. JOHNSON FWY STE 1225
DALLAS, TX 75243-3436 USA

Purpose of Registration:
All Awards

Expiration Date

Jan 30, 2024



Statement of Qualifications for Engineering Services

Project Title: Engineering Services for TxCDBG Project

February 2, 2023

Prepared for



The City of Breckenridge, Texas
105 North Rose Ave.
Breckenridge, TX 76424

Prepared by



TRC Engineers, Inc.
700 Highlander Blvd., Ste. 210
Arlington, Texas 76015
T.B.P.E #F-8632





700 Highlander Blvd.
Suite 210
Arlington, Texas 76015

T 817.522.1000
TRCcompanies.com
T.B.P.E. #F-8632

Item 18.

February 2, 2023

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

**RE: Statement of Qualifications
Engineering/Architectural/Surveying Services
Texas Community Development Block Grant Project**

Dear Ms. Northrop:

In accordance with the City of Breckenridge's Request for Statements of Qualifications, **TRC Engineers, Inc.** (TRC), is pleased to present herein a team of professionals that provide efficient services and a focus on innovative solutions to provide Professional Consulting Services for various projects to be undertaken by the City of Breckenridge. Services that we desire to be considered for providing to the City of Breckenridge as the prime consultant include:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Water | <input checked="" type="checkbox"/> Sewer |
| <input checked="" type="checkbox"/> Street | <input checked="" type="checkbox"/> Environmental and Site Assessments |
| <input checked="" type="checkbox"/> Utility | <input checked="" type="checkbox"/> Master Planning |
| <input checked="" type="checkbox"/> Parking Facility | <input checked="" type="checkbox"/> Comprehensive Plans |
| <input checked="" type="checkbox"/> Park and Trail Projects | <input checked="" type="checkbox"/> Sidewalk |
| <input checked="" type="checkbox"/> Stormwater | <input checked="" type="checkbox"/> Electrical and Mechanical |
| <input checked="" type="checkbox"/> General Services | |

As demonstrated herein, TRC offers substantial relevant experience in each of the service areas identified above and has been **providing related professional consulting services to municipalities throughout the State of Texas for over 60 years**. We are proposing a Project Manager who offers a proven track record for administrating, coordinating, and completing multiple project assignments within budget and on time.

Our Project Manager is supported by key personnel who are familiar with all aspects of the work for which they will be responsible, having worked on numerous projects throughout the State of Texas. All our key engineering personnel are also Texas Licensed Professional Engineers **and will be available and are committed to providing professional services for the City of Breckenridge within the allotted time**.

TRC appreciates the opportunity to submit this Statement of Qualifications and looks forward to providing the City of Breckenridge with quality, professional consulting services. If you have any questions or require additional information, please contact the undersigned at your earliest convenience at (817) 522-1014 or via email at jthomas@trccompanies.com.

Sincerely,

Justin Thomas, P.E.
Arlington DMS Office Practice Leader

TABLE OF CONTENTS

1.0 MEETING THE NEEDS OF THE CITY OF BRECKENRIDGE	1
1.1 Experience in Working With State Funded Programs	1
1.2 TRC's Services	3
1.3 Ability to Work Within Budgetary Guidelines	4
1.4 Key Project Personnel Qualifications and Experience.....	4
1.5 TRC's Quality Control Methodology	7
1.6 Capability to Provide Services and Proven Staff Expertise	7
2.0 INTRODUCTION.....	8
2.1 Firm Information	9
2.2 Qualifications of Responding Firm	11
3.0 SCOPE OF SERVICES.....	23
3.1 Project and Regional Understanding.....	26
3.2 Other Special Services.....	27
4.0 COMPENSATION AND PROJECT COMPLETION	28
5.0 AFFIRMATIVE ACTION – EQUAL OPPORTUNITY EMPLOYER	29

APPENDIX

Appendix A – Partial List of Federal and State Funded Projects

Appendix B – Insurance Information

Appendix C – System for Award Management

Appendix D – Conflict of Interest Questionnaire

Appendix E – Certification Regarding Lobbying and Disclosure of Lobbying Activities

Appendix F – Résumés

1.0 MEETING THE NEEDS OF THE CITY OF BRECKENRIDGE

Over the last half century, TRC has developed the knowledge and technical expertise to tackle the most complex of design challenges, regardless of the scope of the project. With a large pool of resources to draw upon, TRC has the capacity to provide services to small and large clients alike. Below is a list of local government client references.

Client	Contact Person
City of Austin	Diane Rice - (512) 974-7081
City of Celina	Jason Laumer – (972) 382-2682
Edwards County	Judge Souli Shanklin - (830) 683-6122
City of Elgin	Joe Parten - (512) 229-3260
City of Hallettsville	Grace Ward - (361) 798-3681
City of Hamilton	Bill Funderburk – (254)-386-8116
City of Luling	Mayor Mike Hendricks - (830) 875-2481
City of Lytle	Josie Campa - (830) 772-3692
City of Lockhart	Sean Kelley - (512) 398-6452
New Braunfels Utilities	Ian Taylor – (830) 629-8400
City of Seguin	Tim Howe - (830) 379-3212
Texas Water Development Board	Larry A. Zamzow - (512) 463-8507
City of Yoakum	Kevin Coleman - (361) 293-6321

1.1 EXPERIENCE IN WORKING WITH STATE FUNDED PROGRAMS

TRC's Arlington office has spent many years dealing directly with State grants and loan agencies, as well as regulatory State agencies, in successfully obtaining funding for the completion of local public works projects.

Below is a list of current GLO/HMGP awarded projects:

- City of Bastrop 2021-2022 Texas Community Development Fund
- City of Bertram 2020 TxCDBG Downtown Revitalization (DRP)
- City of Camp Wood FEMA 4416 DR TX/TxCDBG
- Columbus County GLO CDBG-MIT
- City of Elgin WTP Booster Station Improvements (HMGP)
- City of Elgin GLO Roadway Flooding Prevention Project
- City of Elgin GLO Pistol Hill Ground Storage Tank Improvements
- City of Elgin Hazard Mitigation Grant Program (HMGP) Projects
- City of Floresville 2021-2022 Downtown Revitalization Program
- City of Hallettsville GLO CDBG-MIT
- Hays County Community Development Block Grant (CDBG)

- City of Hondo 2020 TxCDBG Downtown Revitalization (DRP)
- City of Lago Vista FEMA Hazard Mitigation Water Plant No. 3 Emergency Power Project
- City of Lexington 2020 TxCDBG Downtown Revitalization (DRP)
- City of Marble Falls Hazard Mitigation Grant Program (HMGP) Nature Heights Drainage Project
- City of Marble Falls Hazard Mitigation Grant Program (HMGP) Avenue N Drainage Project
- City of Sabinal 2020 TxCDBG Downtown Revitalization (DRP)
- City of Seguin TDA Downtown Sidewalks
- City of Seguin GLO CDBG-MIT Drainage Project
- Real County TxCDBG Colonia Construction Fund Program
- City of Rocksprings 2020 TxCDBG Downtown Revitalization (DRP)
- City of Umland GLO CDBG-MIT Drainage Project
- Uvalde County FEMA Ualde County Road 416
- City of Yoakum GLO SCADA Improvements
- City of Yoakum GLO Dunn Street Facility Improvements
- City of Yoakum GLO Kenedy Ditch Improvements
- City of Yoakum GLO Electrical Power Poles Replacement
- City of Yoakum 2020 TDA Sidewalks Improvements

The Appendix A has a list of State and Federal funded projects that will convey a clear picture of TRC's experience with a variety of funding sources for local projects in the central Texas area.

STATE – FUNDED PROJECTS SUMMARY

Those State agencies include but are not limited to:

Funding Source	Performed Projects	Years' Experience	Type
EDA	11	15	Grant
EPA	6	30	Grant
FEMA	6	10	Grant
TCF	15	18	Grant
TxCDBG	>310	35	CDBG Block Grant
TPWD	4	25	Grant
TWDB	10	25	Loan
TxDOT	12	20	Grant
USDA	9	25	Loan/Grant

1.2 TRC'S SERVICES

TRC's services begin with a preliminary site evaluation, followed by the preparation of cost estimates. TRC will also produce all necessary documents and exhibits for applications to obtain funding for design and construction from the Texas Community Development Block Grant (TxCDBG). TRC and its Project Engineers have proven success in obtaining these funds, as exemplified by the multiple grants recently awarded for the Cities of Hallettsville, Barksdale, and Camp Wood as well as Counties of McLennan, Uvalde, and Val Verde. Upon successful application for grant funds and at the request by the City of Breckenridge, TRC will set forth the design phase of the project, utilizing our extensive experience in the preparation of design plans, specifications, and bid packages. TRC will also assist the City of Breckenridge in bid award recommendation, contractor correspondence, submittal review, pay requests, final inspection, punch lists, and finally, Certificate of Construction Completion. TRC and its Project Manager are thoroughly familiar with the TxCDBG process and can offer the City of Breckenridge assistance in such projects. Below is a list of recently funded projects.

Project Information	Project Description
2019 CDBG Elm Mott Water Improvements, McLennan County	This project consisted of the replacement of 541 existing water meters with new positive displacement water meters, including Automated Meter Reading (AMR) hardware and all necessary appurtenances. Cost: \$191,000
2019 CBDG Sanitary Sewer Improvements, City of Teague	TRC was responsible for the design, preparation of plans, specifications, and bid packet for demoing the existing Jefferson Street Lift Station and construction of a new fiberglass reinforced lift station wetwell, relocation of pumps, control panel and equipment. The plans also included the installation of 60 LF of 8" sanitary sewer pipe, manholes, service reconnections and pavement repair. Cost: \$267,000
CDBG West Wastewater Treatment Plant Improvements City of Teague	TRC prepared preliminary and final design plans, specifications, and bid packet, as well as provided construction management services for improvements to the City's wastewater treatment plant. Principal Items of construction included pressure cleaning sludge piping, replacing two sludge pumps, cleaning Imhoff tank, new sludge drying beds, in-situ soil testing, replacement of bed soil liner, and rehabilitation of existing drying beds. Cost: \$215,000
Water Line Replacement City of Hallettsville	TRC provided engineering design and construction project management for the installation of approximately 3,175 LF of 6" C-900 PVC water main and all necessary appurtenances. TRC assisted in the bid process, award recommendation, contractor correspondence, submittal review, pay requests, site visits, final inspection, punch list items, and record drawing preparation. Cost: \$260,000
WTP Booster Station Improvement Project TDEM-HMGP City of Elgin	This TDEM Hazard Mitigation Grant Project consisted of flood improvements to the Elgin WTP Booster Station. TRC provided engineering services to the City to acquire the grant and engineering design for a 6.6 MGD pump station and new electrical motor control building. The pump station design raises six existing vertical turbine pumps above the flood plain and includes valves, controls, piping, and new platforms. The air-conditioned electrical motor control building has a chlorine injection system, flow meter, tank level control, variable speed motor control center, and office. Cost: \$1,232,940

TRC will be a representative of and will advise and consult with the City of Breckenridge (1) during construction, and (2) at the City of Breckenridge's direction from time to time during the correction, or warranty period described in the construction contract. With approval from the City of Breckenridge, TRC will act on behalf of the City of Breckenridge, only to the extent provided in the Engineering Agreement unless modified by the City of Breckenridge. TRC will make visits to the site to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract document. TRC will keep the City of Breckenridge informed of the progress and quality of the work.

1.3 ABILITY TO WORK WITHIN BUDGETARY GUIDELINES

The possible project scope(s) is very similar to other projects TRC has completed. TRC is familiar with budget limitations of the City of Breckenridge and will work closely to insure a successful cost-effective project.

Our standard budgeting and estimating processes are based on years of experience and yields truthful results that are both realistic and attainable. TRC has systematized the project management and tracking process beginning in the proposal phase where the scope of service and major milestones are defined and followed through to the end of construction.

It is the TRC team's goal to meet the operating budget for all our projects. With more than 60 years of municipal engineering experience, TRC is very capable of foreseeing issues during the project. Issues such as contractor access, storm water pollution prevention, budget constraints, product availability, permitting, and public awareness are all issues that will be dealt with at some time during the project. TRC's history of meeting client expectations enabled us to remain the prime engineering firm for several Cities/Counties. Furthermore, this shows that TRC evaluates projects for the client's needs and future operations during the initial design and not as the project moves forward during construction.



Our Project Managers are dedicated to ensuring time and travel planning never inconveniences the client. Most of TRC's projects are for disadvantaged, distant communities and are still successfully completed on budget and on time.

1.4 KEY PROJECT PERSONNEL QUALIFICATIONS AND EXPERIENCE

As the professional responsible for the coordination of various disciplines, as well as communication with the client and other agencies, and the overall progress of the project, the most important position on the City of Breckenridge's project is the Project Manager. In addition, TRC has assembled an experienced and capable project team that will be able to fulfill the various roles required for this project. TRC chooses Project Managers

carefully for their knowledge, experience, and capabilities to provide the necessary support for a successful project.

The Project Manager for this project will be Mr. Tim Wallace, P.E., a Licensed Professional Engineer in the State of Texas. Mr. Wallace has been employed in the engineering field for the past 15 years which included state and federally funded projects. Mr. Wallace has overseen the construction of multiple infrastructure improvement projects including but not limited to water and sanitary sewer systems improvements, rehabilitation and replacement of sidewalks, street paving and drainage, and water and wastewater treatment facilities.

Support personnel in the firm are readily available for assistance, but all decisions and direction are made by Mr. Wallace concerning the individual client and the work performed by this office for them. General services provided by Mr. Wallace include review functions for various projects; plan review for all new development including capital improvement projects; and plan review projects.

With Mr. Wallace's significant experience, he is certainly qualified to handle the proposed engineering project for the City of Breckenridge. His individual resume is enclosed in this proposal for review. TRC takes pride in successfully retaining employees with many professionals having been employed by TRC for most of their career. This provides a consistent product and develops long-term relationships with our clients.

Quality Assurance/Quality Control - Responsible for project oversight, works autonomously with the PM and Project Engineers to ensure that TRC's high levels of quality are being met. The QA/QC is not in a direct line between the PM and the Project Engineers, so that they may maintain an objective point of view for each project. Though they may not be directly involved in the progress of the project, they are available to administer advice.

Project Engineers - Project engineers relied upon to coordinate the day-to-day activities for each project, and answers directly to the project manager. The project engineer is responsible for leading a team of Professional Engineers, Project Managers, EITs, CAD Drafters, and Administrative Staff to produce deliverables to be reviewed by the Project Manager before being provided to the client. Drawing on an impressive array of projects, TRC understands that each project is different with unique aspects and project management requirements. TRC employs highly skilled project managers and certified Project Manager Professionals to manage our projects at a deeper and more involved level than the standard triple constraint of scope, time, and budget. TRC has vast experience dealing with the competing constraints of Scope, Schedule, Cost, Resources, Quality, and Risk. We manage our projects to provide our clients with products that are On Scope, On Schedule, using the most efficient Resources, delivering High Quality results, with minimum Risk.

The following list shows the total years of experience for the proposed TRC team:

KEY PERSONNEL

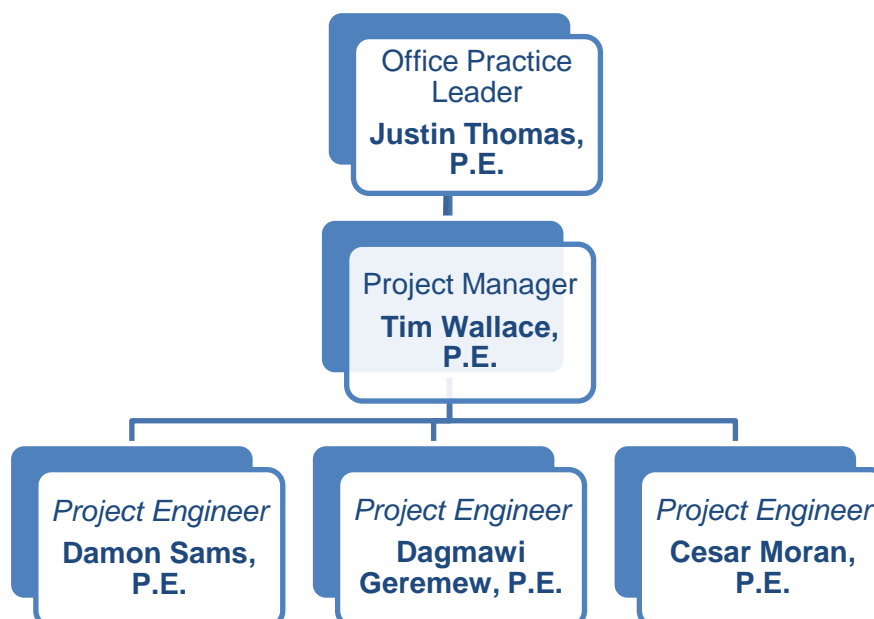
Team Member	Role	Registration No.	Total Years' Experience
Justin Thomas, P.E.	Office Practice Leader	TX PE#98403	20
Tim Wallace, P.E.	Project Manager	TX PE #113369	15
Damon Sams, P.E.	Project Engineer	TX PE #98344	20
Dagmawi Geremew, P.E.	Project Engineer	TX PE #132546	7
Cesar Moran, P.E.	Project Engineer	TX PE #136417	7

Additionally, TRC has the following Arlington and Austin staffing resources to provide the City of Breckenridge for the required task.

Professional Engineers:	27
Engineers-in-Training:	13
Other Professionals/Technicians:	12
Administrative:	7

TRC takes pride in successfully retaining employees with many professionals having been employed by TRC for most of their career. This provides a consistent product and develops long-term relationships with our clients.

ORGANIZATIONAL CHART



1.5 TRC'S QUALITY CONTROL METHODOLOGY

At TRC we strive for excellence in the services we provide and, in the results we produce for our clients. We are committed to meeting or exceeding our client expectations and delivering superior solutions. Key tenets of our Quality Management Policy include the following:

- We understand our clients' goals and embrace them as our own.
 - We actively seek and respond to our clients' feedback regarding the quality of our services.
 - Our leadership champions and participates in quality activities and reviews.
 - Quality performance goals and objectives are periodically reviewed for effectiveness.
-
- A tiered quality organization is dedicated to the attainment of quality objectives across all levels of TRC's organization.
 - A culture of performance excellence is fostered through the development of staff competencies, empowerment, and personal accountability for quality workmanship.
 - Every employee is responsible for compliance with quality requirements in each work activity.
 - Project teams are equipped with sufficient skill sets training, resources, and job tools, as appropriate for each project.
 - Risks to quality of services are assessed and managed as appropriate for each project
 - Self-assessments, peer reviews, independent internal audits, and external audits are conducted in accordance with the complexity and risk of each activity.
 - Contractors, suppliers, and partners are accountable for compliance with TRC's quality requirements policy, and procedures.
 - Quality performance is regularly monitored, and corrective actions are managed to prevent adverse operational impacts and recurrence.
 - Employees at all levels in the organization participate in a program of continual improvement.

1.6 CAPABILITY TO PROVIDE SERVICES AND PROVEN STAFF EXPERTISE

The successful outcome of any project depends upon the assigned human resources. The resources of all offices of TRC includes professional engineers, technicians, and support personnel. The key personnel who will make up the project team to perform the work for the City of Breckenridge will have the experience and proven competence in the appropriate field of study, planning, and design.

The present workload of TRC is such that the preliminary groundwork for the project could begin immediately. Mr. Wallace along with other support personnel, will devote ample

time to the project(s) to ensure success. The engineers at TRC are very familiar with the Labor Compliance requirements and contract closeout procedures for all types of projects.

The TRC Team is familiar with municipal government administration, purchasing, and staff requirements and expectations. Team members are also knowledgeable about local contractors, having performed construction oversight for several infrastructure and street improvement projects over the years in the local area. In addition, the team members are active in determining the availability of different types of construction materials and construction procedures through our contacts with local supply companies.

Team personnel have considerable experience with municipalities regarding project administration, contracting, local codes, and design criteria. These services illustrate our ability to represent the City of Breckenridge's interest regarding the evaluation of construction bids, local and out-of-town contractors, and maintaining construction cost controls during the construction of several large projects.

Résumés representative of the Engineering Staff in the Arlington office are included in **Appendix D**.

2.0 INTRODUCTION

TRC Engineers, Inc. (TRC) is a customer-focused company creating and implementing sophisticated and innovative solutions to the challenges facing America's energy, environmental and infrastructure needs. The company is the leading provider of technical, financial risk management, and construction services to industry and government clients across the country. TRC is engaged in the design and construction of infrastructure systems in some of the fastest growing regions of the United States. We provide engineering, scientific, and construction support services to ensure public safety and convenience.

TRC's key services include:

- Street and Roadway Design
- Sidewalk Design
- Master Planning and Design
- Feasibility Studies
- Landscape Planning
- Site Analysis
- Schematic Layouts
- Best Management Practices
- Bid/Construction Administration and Cost Estimating
- Cultural Resources and Environmental Permitting
- Erosion Control Plans/Irrigation System Design
- Construction Management and Inspection
- Pedestrian and Bike Trail Design
- Public Involvement/Public Outreach
- Storm Water Management Design
- Bridge Design

2.1 FIRM INFORMATION

TRC Engineers, Inc., is a subsidiary of TRC Companies, Inc., incorporated in 1969. TRC provides a broad range of infrastructure, environmental, and energy consulting services to federal, state, and local government agencies; utilities; and the healthcare and transportation industries. The company is the leading provider of technical, financial risk management, and construction services to industry and government clients across the country. Our breakthrough solutions are backed by more than 50 years of design know-how. TRC has over 5,000 employees nationwide including experienced professional engineers, geologists, and certified specialists that provide turnkey services to help our clients implement complex projects from initial concept to delivery and operation. We provide engineering, scientific, and construction support services to deliver “results you can rely on”.

TRC Engineers, Inc. is licensed by the Texas Board of Professional Engineers, registration number F-8632. TRC staff is current with TxCDBG Project Implementation.

TRC Environmental Corporation (TRC) is subject to claims typical of those made against engineering and consulting companies. These claims are usually resolved through negotiation/mediation. TRC is of the opinion that there has not been any claim that is material to TRC’s business or financial capability or to the subject matter of this RFP or that could interfere with TRC’s performance of the work requested by this RFP.

Mission: We understand our clients’ goals and embrace them as our own, applying creativity, experience, integrity and dedication to deliver superior solutions to the world’s energy, environment and infrastructure challenges.

At TRC, sustainability is a fundamental principle that drives our business. Our commitment is reflected in the **Vision Statement** that guides us every day: We will solve the challenges of making the Earth a better place to live – community by community and project by project.

NAMES OF LOCAL PRINCIPAL OFFICERS

K. Beau Perry, PE, Vice President
 Mark Robbins, President
 Justin Thomas, Arlington Office DMS Practice Leader

CONTACT

The contact person for TRC Engineers, Inc. for this project is Mr. Tim Wallace, P.E. Please contact him by email at TWallace@trccompanies.com or office at 817-522-1000.

LOCATION OF OFFICE TO PERFORM WORK

In the State of Texas, TRC employs more than 400 personnel who work out of seven locations: Arlington, Austin (2), Houston (2), Midland, and San Antonio. TRC has continuously performed engineering services for cities throughout the state. One of our Austin offices - which has been open for more than 65 years and currently employs more than 100 people - will work on this project. TRC is poised to provide the City of Breckenridge with the engineering (and additional) services.

The office to perform proposed work is:

TRC Engineers, Inc.
 700 Highlander Blvd., Suite 210
 Arlington, Texas 76015
 Phone: (817) 522-1000

TECHNICAL RESOURCES

TRC utilizes advanced engineering computer design and drafting systems (e.g., AutoCAD 2021.2 and Civil 3D 2021.2 software). These systems provide automation of projects, from data collected in the field to completion of the design plans and then to the final record plans. TRC utilizes advanced GIS tools and systems. These tools allow for accurate site mapping and planning, clear aerial imagery, data analysis, and accurate elevation mapping for estimates before site surveys have been completed. TRC hosts their GIS data in-house, allowing for timely delivery of maps, data, and site analysis. Additionally, TRC personnel have working knowledge of analytical software for structural and electrical analysis, storm and sanitary sewer analysis, drainage, and data management systems (SSA, Water CAD, Storm CAD, Culvert Master, HEC-HMS, HEC-RAS, Hydraflow Hydrographs, SAP2000, Electrical SKM, Sharepoint, etc.).

CAD/GIS GENERAL GROUP CAPABILITIES

Software

- AutoDesk - Civil 3D
- AutoDesk – Plant 3D
- AutoDesk – Revit
- AutoDesk – Revit Structural
- AutoDesk – 3Ds Max
- AutoDesk – Navisworks
- AutoDesk – Recap Pro
- AutoDesk – Vehicle Tracking
- Autodesk-Infraworks
- Microstation
- ArcGIS
- Plexscape.Earth

PRINTING / SCANNING

- Wide Format Scanner Up to 36" wide
- Color and Black & White scanning to PDF, TIF, JPG, BMP
- HP Pagewidth XL 5200 36" wide any length up to 500'

2.2 QUALIFICATIONS OF RESPONDING FIRM

TRC has extensive experience in municipal engineering services, ranging from planning and design to construction administration. We have prepared numerous engineering studies, master plans, capital improvements plans, and provided general consulting, as well as design services for all types of water, wastewater, paving, drainage, and transportation projects.

ROADWAY & DRAINAGE EXPERIENCE

TRC has extensive experience in providing engineering services for all types of transportation, drainage, environmental, and detention projects. Our expertise ranges from planning and design to construction management. We are pre-certified in more than 45 Texas Department of Transportation Work Categories that include environmental, planning and schematics, PS&E, structural, and survey.

We have a wide range of transportation experience and capabilities, from rural roadways to urban freeway design. Our staff includes planners, civil engineers, designers, environmental scientists, inspectors, technicians, surveyors and CADD operators who are experts in aviation, bridge, highway, rail, waterfront, traffic, and environmental engineering. We specialize in the following areas:

- Freeways and Interchanges
- Traffic Warrant Studies
- Bridge Widening and Replacement
- Signalization
- Geometrics
- Balancing Weave and Ramp Lengths
- Infiltration and Inflow Studies
- Constructed Wetlands
- NPDES Permitting
- Location and Corridor Studies
- Roadways on New Alignment
- Utility Design/Relocation
- Geotechnical Engineering
- Erosion and Sedimentation Control
- Traffic Engineering
- Pavement and Lighting Design
- Highways and Bridges
- Street Widening
- Ramps and Intersection
- Roadside Safety
- Drainage and Pavement
- Alternative Ramp Ties to Streets/Highways
- Industrial/Sanitary/Storm Sewer Mapping and Evaluation
- Toxicity Reduction Evaluations
- Rehabilitation and Safety Upgrades
- Intersection Geometry Improvements
- Right-of-Way Plan Preparation
- Permitting
- Public Involvement
- Maintenance and Protection of Traffic

A large percentage of the transportation projects that TRC conducts include roadway paving and drainage. This experience encompasses complicated highway design, divided lane parkways, route alignment, resurfacing, lane widening, turning corridors, culverts, headwalls, detention ponds, gravity drains, inlet placement, and surface drainage.

When designing bridges and highway overpasses, our design experts successfully match the functional requirements with the existing development. Our diverse experience includes designing long arched and sloped configurations over wetlands, as well as simulating historic structures.

TRC Environmental Corporation, TRC Engineers, Inc.'s sister company, will provide all environmental services. TRC's cultural and natural resource group is one of the largest in the U.S. TRC helps clients efficiently obtain permits and conduct cultural/natural resource clearances for new and expanding projects prior to land development. We have conducted projects at major U.S. government sites such as Fort Bliss and Fort Hood as well as for the construction of major pipelines, state highways, and surface water reservoirs. TRC provides complete National Historic Preservation Act/National Environmental Policy Act (NHPA/NEPA) archaeological surveys, testing, excavations, and artifact processing and curation. We also provide other NEPA-compliant services such as endangered species surveys and wetland delineation. TRC employs more than 40 archaeologists, historians, architects, and other cultural resource specialists and has been providing complete archaeological and historic preservation services since 1980.

TRC's site investigation and remediation experts help clients extinguish environmental liabilities at their sites. Through strategic project planning and cost-effective implementation, TRC successfully completed more than 3,000 major site assessments, investigations, and cleanups in just the past ten years. Our site characterization experience ranges from Phase I assessments of undeveloped land, to detailed investigations of single spills or waste management units or complex facility-wide investigations. TRC's services also include:

- Surface Water Control Design and Construction
- Phase II MS4 Storm Water Management
- Hydrology and Hydraulics for Watersheds
- Stormwater Drainage Design (open & closed conduit)
- Detention Ponds
- Dam Construction / Inspections
- Floodplain Analysis

TRC's comprehensive capabilities can solve almost any water resource problem. Industrial or municipal, large or small systems, we have experienced professionals ready to assist our clients with their projects. TRC staff members have advanced degrees in specialty areas such as hydraulics, water resources, and hydrology. We provide expertise in all aspects of water, including surface and/or ground water, hydrology, hydraulics, water resources development, water supply, water rights, flood control, drainage, water pollution, water quality, storm water management, non-point source pollutants, solid wastes and environmental impact assessments. We have conducted projects to address water-oriented problems dealing with streams, rivers, canals, pipe distribution systems, ponds, lakes, reservoirs, aquifers, wetlands, bays, and estuaries. TRC has been providing construction and related program management services for major bridge and roadway, water/sewer and environmental construction projects since the establishment of the firm in 1948. Our construction engineering and inspection (CE&T) and construction management services include:

- Program Support Services
 - Scheduling
 - Estimating
 - Value Engineering
 - Project Controls
- Construction Management Services
 - Contract administration
 - Construction engineering and inspection
 - Quality assurance
 - Claims management
- Project Management Services
 - Conceptual and planning phase
 - Programming phase
 - Design phase
 - Construction phase
- Post-construction Services
 - Dispute analysis/resolution
 - Maintenance programming
 - Warranty inspection
 - Financing inspections

TRC's diverse capabilities in the water resources arena allow us to offer clients a single-source solution to most projects. Our clients benefit from our technical expertise as well as our thorough understanding of regulatory issues. We've earned a reputation as a firm capable of handling difficult assignments while providing responsive, cost-effective, on-budget, and quality service.

SAMPLE ROADWAY & DRAINAGE PROJECTS

Project Information	Project Description
County Line Road Phase I City of Elgin	The project consists of approximately 5,000 linear feet (LF) of roadway widening: 4,300 (LF) of County Line Road between North Avenue C (FM1100) and Carlson Lane; and 700 (LF) of Raymond Johnson Road between North Avenue C (FM1100) and County Line Road. Also included in the project are improvements to the entrance of Elgin High School with 13 additional parking spaces. The work will consist of storm sewer design, street design, a drainage study, sidewalks and site design. Cost: \$5,552,800
FM 1100 Schematic Design City of Elgin	TRC worked with the City of Elgin and TxDOT on the schematics for the reconstruction of FM 1100 between SH 95 and County Line Road from a two-lane rural roadway to a four-lane divided roadway with shoulders. The approximate length of the project is 7,200 LF or 1.4 miles. FM 1100 is funded as part of the Transportation Enhancement Project through TxDOT. TRC is responsible for designing the road, utility adjustments, and drainage improvements that consist of extending a bridge class culvert and 3 cross culverts. TRC provided a comprehensive drainage study for the tree tributaries and the Elm Creek Crossing. During the schematic design process, TRC, TxDOT and the City of Elgin hosted public meetings for the community's input of 4 schematic designs of FM 1100. TRC attended various meetings with City of Elgin staff and TxDOT staff at the TxDOT Georgetown Area Office, TxDOT Bastrop Area Office and TxDOT North Austin District Office to discuss the schematic design and required ROW. Environmental permitting and reviews were coordinated between TRC and TxDOT. Some the of the environmental services include: Biological Resources Investigation, Threatened and Endangered Species Review, Initial Site

Project Information	Project Description
	Assessment (for hazardous materials), Archaeological Investigation, Field Investigations, Historical Resources Project Coordination, and Environmental Assessments. Cost: \$6,300,000
2019 TDA Main Street Program City of Seguin	Project consists of 450 LF of 10' wide sidewalk with the design of four (4) curb islands including two (2) ADA curb ramps in each island in downtown Seguin. The project will also include storm drains, curb, lighting and handrail. Cost: \$318,000 (est.)
Milam Street Reconstruction City of Seguin	The project consists of 3,490 LF of roadway reconstruction with road widths ranging from 31 to 36 feet wide; 3,200 LF of 5'-wide sidewalk; 2,000 LF of 30" to 36" RCP storm drain lines, 1,800 LF of 3' x 3' and 4' x 3' RCB storm drain; and 2,600 LF of 6" to 10" PVC sanitary sewer. Cost: \$3,500,000
Lee Dildy and Roy Rivers Boulevard Extension City of Elgin	This project consisted of 3,000 LF of a boulevard road extension where work consisted of the design of storm sewer mains, street design and illumination, drainage study, sidewalks, and extension of water and wastewater services from future Saratoga Farms Subdivision to north of proposed boulevard. In addition to the design and drainage study, TRC provided services such as the topographical survey, construction plans preparation, environmental services, ADA/TDLR permitting, traffic control plan, and assisted the bidding and construction phases. TRC acted as the field inspector on behalf of the City of Elgin. Cost: \$3,536,253

WATER EXPERIENCE

TRC team members have provided water services to municipal and industrial clients for almost 60 years. Our professionals have successfully completed numerous, large water projects from feasibility studies, value engineering, facilities planning and permitting, to detailed design and construction management through startup, operations and maintenance facilities. TRC is an expert at obtaining, collecting, and treating water as well as dealing with regulatory bodies such as TCEQ and FEMA. Our familiarity with current practices, standards, regulations, and technologies, as well as future regulatory trends and technological issues, provides our clients with a thorough understanding of agency requirements and expectations. TRC's services also include the following:

- Water Availability and Development Studies
- Well Diagnosis
- Water System Analyses
- Elevated/Ground Storage Design/Rehabilitation and Construction
- Booster Station Modifications
- Water Line Replacement
- Storage, Pumping, Distribution and Transmission System Design and Implementation
- Pipeline and Pumping Station Hydraulic Modeling

We have extensive experience in a wide range of water projects from design of major new water treatment facilities to retrofit of existing treatment systems. With over 60 years of providing these services, we have a broad perspective on the various approaches to designing and constructing municipal facilities. In addition, we are intimately familiar with current practices, standards, regulations, and technologies, as well as regulatory trends and technological issues. The water services we provide include feasibility analysis, infrastructure development, facilities planning, and treatment.



SAMPLE WATER PROJECTS

Project Information	Project Description
Water Treatment Plant Booster Station Improvement Project TDEM - HMGP City of Elgin	This TDEM Hazard Mitigation Grant Project consisted of flood improvements to the Elgin WTP Booster Station. TRC provided engineering design for a 6.6 MGD pump station and new electrical motor control building. The pump station design raises six existing vertical turbine pumps above the flood plain and includes valves, controls, piping, and new platforms. The air-conditioned electrical motor control building has a chlorine injection system, flow meter, tank level control, variable speed motor control center, and office. Cost: \$1,232,940
Water Treatment Plant Expansion City of Elgin	TRC prepared engineering feasibility studies and environmental reports, construction plans, and specifications for expansion of an existing, 1.8 MGD facility to a 3.6 MGD facility, with certain components designed for ultimate build-out to 5.4 MGD. The facility provides iron/manganese removal for well water approximately 10 miles east of Elgin. The facility includes a forced draft aerator; air rapid mix and flocculation basin; up flow solids contact clarifier, gravity backwash filtration; filter backwash and clarifier sludge decant basin; and a chemical feed building. TRC previously designed the existing and 2.1 MGD raw water treatment plants. Cost: \$4,100,000
TxCDBG 18" Raw Water Main City of Elgin	TRC provided the design for construction for 470 LF of existing 12" raw water main removal and replacement with a 24" water main and 3,120 LF of 18" water main. Cost: \$291,186
18" Raw Water Transmission Line Phase II City of Elgin	This project involved the installation of 20,600 feet of 18" raw water transmission line for the City of Elgin. This Phase II extended the 18" line size provided by Phase I, upgrading the transmission line from the previous 12" line size. With the completion of Phase II, the transmission line upgrade is now complete, proving a continuous 18" line size from the City's water supply wells to the water treatment plant. The project also added two control valves near the delivery point at the water treatment plant allowing for more a responsive and consistent

Project Information	Project Description
	<p>delivery of the City's water supply. At the successful completion of this project, the City of Elgin is now able to sustain a higher flow rate and with greater efficiency due to the larger pipe diameter and new pipe condition. TRC was contracted to provide professional engineering services, beginning with identifying the existing water facilities easement and continuing through project completion. In addition, a topographic and improvements survey was performed for the nearly 4 miles of Phase II for project design and hydraulic modeling. TRC prepared construction documents as well as obtained the necessary regulatory permits. TRC performed bidding services through a public bidding process, facilitating the bid opening, reviewing and tabulating the bids, and recommended for award of the construction contract. Construction administration services were provided which included reviewing contractor submittals, work progress, performing construction observation, facilitating project communication, and finalizing closeout documents. Cost: \$2,191,611</p>
<p>2017 Water and Sewer Improvements City of Elgin</p>	<p>TRC provided the design for removal and replacement construction for 900 LF of 10" gravity sewer main with 12" gravity sewer pipe, one new manhole and two manhole connections along Ramirez Road; 920 LF 6" gravity sewer main with 8" gravity sewer pipe, two new manholes and two manhole connections, 680 LF of 2" water main with 6" PVC water line, connect to existing 6" and 18" water mains and service connections located in the alley just east of North Main Street between 2nd Street and Depot Street; 815 LF of 6" gravity sewer main with 8" gravity sewer pipe, two new manholes and three manholes connections located along East 2nd Street between North Avenue J and Q S Goins Lane. Cost: \$371,869</p>
<p>Highway 80 Water Project City of Breckenridge</p>	<p>Installation of 4,020 LF of 6" PVC water main, 108 LF 12" OD x 3/8" wall thickness steel casing by bore, gate valves, fire hydrants, and all other necessary appurtenances. Cost: \$285,630</p>
<p>WTP Electrical Generator Platform and Appurtenances City of Seguin</p>	<p>TRC provided the design and specifications for installation of an electrical elevated steel generator platform and stairway, control panels, wiring/conduit, installation of Owner-supplied electrical generator and transfer switches, and all other appurtenances necessary for the complete Project. Cost: \$523,147</p>

WASTEWATER

TRC team members have many years of combined experience providing wastewater services to municipal and industrial clients. From design of major treatment facilities, to retrofitting existing treatment and collection systems, we have a broad perspective on various approaches to design and construction for municipal, private, and government facilities.

In addition, we are intimately familiar with current practices, standards, regulations, and technologies, as well as regulatory trends and technological issues. Our professionals have successfully completed more than 130 wastewater-specific projects. Our experience includes the following areas:

- Turnkey services for all projects, including preliminary and final design, construction, and warranty of facilities
- Special problem analyses and studies
- Treatment plant evaluation, process optimization, design, and construction
- Sewer and lift station design/rehabilitation and construction
- Booster station modifications
- Sewer line replacement
- Project feasibility analyses
- Project cost estimates and scheduling
- Collection systems design and implementation
- Pipeline and pumping station hydraulic modeling and hydraulic capacity
- Telemetry instrumentation and control
- Construction oversight services
- Water reuse distribution/systems
- Industrial, sanitary, and storm sewer mapping and evaluation
- Infiltration and inflow studies
- Toxicity reduction evaluations
- Permitting and compliance
- Storm water drainage
- Hydrology and hydraulics for watersheds
- Manufacturing process characterization and process modifications to minimize wastes and wastewaters
- Modeling and documenting the fate of inorganic and organic chemicals in wastewater unit processes, including bench-, pilot-, and full-scale treatability testing, and Water 9 air emissions modeling
- Innovated conceptual designs based on treatability testing
- Zero discharge assessments
- Discharge permit strategic assessments
- Integrated treatment system detailed engineering design
- Problem Analyses and Studies
- Treatment Plant Evaluation, Process Optimization, Design, and Construction
- Project Feasibility Analyses

- Project Cost Estimates and Scheduling
- Telemetry Instrumentation and Control
- Construction Oversight Services
- Water Reuse Distribution/Systems
- Toxicity Reduction Evaluations
- NPDES Permitting
- Sewer and Lift Station Design/Rehabilitation and Construction
- Sewer Line Replacement
- Industrial, Sanitary, and Storm Sewer Mapping and Evaluation
- Infiltration and Inflow Studies
- Collection Systems Design and Implementation

TRC understands both industrial and municipal systems and has designed, constructed, and retrofitted numerous raw water and wastewater treatment facilities. TRC designs complete wastewater facilities, including aerobic, anaerobic and tertiary treatment processes, as required by federal and state agencies. Each facility is tailored to our client's needs and requirements to attain the necessary level of treatment. We use only the most advanced technology available. This approach ensures each project is environmentally sound, professionally designed, and cost effective.

The following is a list of different design techniques TRC has utilized.

- **Oil/Water separation:** A typical installation includes storm water surge control/detention, influent screening, grit removal, oil/water separator in a concrete/steel tank, surface and bottom oil extraction, oil handling system, and control system.
- **Filtration:** A typical installation includes multiple filter basins or cells (steel or concrete construction), influent distribution, media (sand/antracite, fabric, or other), backwashing unit, effluent collection, air scour or surface wash units, piping, valves, and automatic control system.
- **Lagoons:** A typical installation includes sewer collection and pumping, influent screening, aerated and stabilization lagoons, lagoon flow control, and influent/effluent flow measurement.
- **Activated sludge:** A typical installation includes sewer collection and pumping, influent screening, grit removal, primary clarifiers (optional), biological aeration basins, final sedimentation basins, filtration (optional), disinfection, sludge handling and dewatering, influent/effluent flow measurement, and odor control (optional).
- **Dissolved air flotation:** TRC staff have worked on projects with dissolved air flotation (DAF). A typical installation includes sewer collection and pumping, sedimentation, coagulant/flocculent dosage, air compressor and pressurization



vessel, oil skimming and handling, sludge handling and collection, and flow measurement.

Turnkey Filter System For Activated Sludge Wastewater Treatment



New Tertiary Cloth Filter



New Final Clarifier



Final Effluent

TRC understands both industrial and municipal systems and has designed, constructed, and retrofitted numerous raw water and wastewater treatment facilities. TRC designs complete wastewater facilities, including aerobic, anaerobic and tertiary treatment processes, as required by federal and state agencies. Each facility is tailored to our client's needs and requirements to attain the necessary level of treatment. We use only the most advanced technology available. This approach ensures each project is environmentally sound, professionally designed, and cost effective.

SAMPLE WASTEWATER PROJECTS

Project Information	Project Description
Elgin Wastewater Treatment Plant Expansion City of Elgin	TRC is currently in the design phase for expansion of the existing 0.95 MGD WWTP to 2.0 MGD for the City of Elgin, including upgrades to the existing raw sewage lift station, new grit removal equipment, aeration basin aerator replacement, aeration basin RAS pump replacement, new clarifier flow split box, new clarifier, new chlorine basin flow split box, new chlorine basin, new disk filters, new effluent pipe and outfall structure, new aerobic digester and blowers, sludge thickener equipment replacement, new sludge belt filter press, alum and liquid chlorine feed system replacement, new NPW pumps and controls, new administration building, new electrical generator, access road modifications, and general site work. Cost: \$15,000,000 (est.)
FM 1704 Wastewater Extension City of Elgin	TRC provided design, plans and specifications for the installation of one 8' x 8' new precast concrete wet well, 1 precast concrete valve vault, 2 submersible pumps, 20 new manholes, approximately 5,630 LF of new 6" C-900 PVC force main, approximately 1,048 LF of new 10" SDR-26 PVC wastewater lines, approximately 5,353 LF of new 12" SDR-26 PVC wastewater lines, lift station site improvements including 8 foot tall masonry wall with one 16 foot double wrought iron gate, electrical panels, gravel surfacing and all other appurtenances necessary for the complete Project.. Cost: \$2,118,315 (est.)

Project Information	Project Description
Central Lift Station Project City of Elgin	TRC provided plans and specifications for the installation of one 8' x 8' new precast concrete wet well, two submersible pumps, 1 precast concrete valve vault, 6 new manholes, 191 linear feet of new 8" C-900 PVC force main, 22 LF of new 8" SDR-26 PVC wastewater line and 170 LF of new 12" SDR-26 PVC wastewater line, remove and replace 704 LF of existing 6" wastewater line with new 12" SDR-26 PVC wastewater line, remove and replace 618 LF of existing 6" wastewater line with new 12" C-900 PVC wastewater line, lift station site improvements including 8 foot tall masonry wall with one 16 foot double wrought iron door gate, electrical panels, gravel surfacing and concrete pads; abandon/demolish existing Lift Station. Cost: \$851,904
Borchert Lane Sanitary Sewer Project City of Lockhart	TRC created preliminary studies, selected routes, performed surveying, and created detailed design for the installation of 2,330 LF of 12" sanitary sewer main. Additionally, TRC provided construction plans, specifications, and construction management services. Cost: \$120,000
Yoakum Sanitary Sewer Replacement City of Yoakum	TRC assisted the City in obtaining funding from the TWDB for this project which spanned several years. The project consisted of sewer line replacements and extensions in order to address problems with inflows and existing grade or slope in sewer lines installed in 1918. Re-routing of a few of the sewers optimized the system and shortened length of flow, as well as enhanced carrying capacity for future growth. Two new lift stations provided deeper influent sewers to enhance future growth at the extremities of the system. This project involved the replacement of 78,000 LF of sewer lines carried out in three phases of 26,000 LF, each, including the installation of manholes, service connections, and pavement repairs and related items of work dictated by location and proximity to other facilities. This project involved the use of pipe bursting technology for 400 LF of sewer line. Cost: \$6,000,000
Highway 84-553 Utility Service Project City of Breckenridge	The project consists of installing 3,000 linear feet of 6" water main, 2,900 linear feet of 6" gravity sewer main, 4,550 linear feet of 4" sewer force main, and two new sewer lift stations. Cost: \$551,287

PLANNING AND LANDSCAPING EXPERIENCE



From neighborhood playgrounds to regional recreational facilities, our planners and designers will provide complete assistance to the City of Breckenridge. TRC has many years of experience in providing engineering services for all types of municipality projects. TRC is familiar with the policies, procedures, and standards of city and local government agencies. TRC has a working relationship with state regulatory agencies, TxDOT offices, water supply corporations and river authorities.

TRC staff members provide comprehensive community planning to locate recreational facilities that are easily accessible and environmentally appealing. We assist with capital improvement budgeting, identifying funding sources, and community outreach. Our experts analyze flood plains to identify needed open space without the loss of productive land. TRC has also assisted cities with adopting subdivision ordinances and construction standards. Our planning and landscaping services include the following:

- Site Analysis
- Feasibility Studies
- Schematic Layouts
- Landscape Planning
- Plot Review
- Impact Fee Review
- Annexations
- Site Plan Development
- Bid/Construction Administration and Cost Estimating
- Erosion Control Plans/Irrigation System Design
- Construction Management and Inspection
- Subdivision Construction Plan Review
- Public Involvement/Public Outreach
- Storm Water Management Design
- Best Management Practices

From inception through construction, we can provide high-quality, professional services for the City of Breckenridge projects. TRC staff includes professional engineers with specialties including civil, chemical, environmental, mechanical, electrical, instrumentation, and structural, registered professional landscape architects, surveyors, cost estimators, funding, and permitting, and construction specialists. Our project experience includes swimming pools, sports complexes, concession stands, restrooms, baseball and soccer fields, and fishing piers. These projects involved Texas Parks and Wildlife grants and community development block grants.

SAMPLE PLANNING AND LANDSCAPING PROJECTS

Project Information	Project Description
Park West Sidewalk City of Seguin	This project consisted of the design and installation of sidewalks and curb ramps along North Vaughan Avenue, San Antonio Avenue and within Park West Park, with a pedestrian bridge over Walnut Branch east of North Vaughan Avenue. The sidewalk along North Vaughan Avenue is approximately 2,500 LF of 5-foot wide sidewalk. The sidewalk along San Antonio Avenue is approximately 3,050 LF of 5-foot wide sidewalk. The sidewalk within Park West Park is approximately 5,280 LF of 6-foot wide sidewalk. Plans were submitted to TDLR for review. Cost: \$1,000,100
ADA Sidewalk and Ramp Improvements, Groups 5-18 City of Austin	Over the last 10 years TRC has provided design and construction management services for over 1,000,000 SF of sidewalks, ramps, bike lanes, shared use paths, retaining walls, curbs, bus stops and various drainage structures for the City of Austin. TRC's primary focus was to assist the City in pursuing its goals of increasing pedestrian connectivity, and increasing compliance to ADA and TAS regulatory standards. TRC provided technical expertise to create specialized designs and details including, site regrading, culvert extensions, valley gutters, saw-tooth curbs, rain gardens, and more, to ensure that the drainage, geotechnical stability, street integrity, safety, and overall aesthetics were improved upon. TRC's duties included regular meetings with City Officials and contractors to help manage and develop strategies for the preparation of preliminary and long range plans, schedules, detailed final plans, specifications, special conditions and agreements. TRC developed cost estimates, tracked expenditures, reviewed payment applications, and was responsible for the preparation of bid documents, construction feasibility assessments, and various permits. Cost: \$10,000,000

HONORS/AWARDS

The U.S. Environmental Protection Agency (EPA) has named TRC's Energy Services division as a 2008 ENERGY STAR Partner of the Year for outstanding energy management and reductions in greenhouse gas emissions. Selected from over 1,400 eligible firms, TRC has been designing and managing energy efficiency programs throughout its customer offerings since 2003. TRC's commitment to client satisfaction and successful project performance has placed TRC in the top 10% of Engineering News-Record's (ENR's) Top 500 Design Firms (#19) and in the top 25% of ENR's Top 200 Environmental Firms. TRC has also received Environmental Business Journal 2018 Business Achievement Awards in recognition of our work that has been significant in advancing the environmental industry, a 2013 Environmental Business Journal Business Achievement Silver Medal (Large Firms), an Environmental Business Journal Business Achievement Award: Mergers and Acquisitions, and a 2014 Environmental Business Journal Project Merit Award. TRC was awarded the 2015 American Council for Engineering Companies' Best of State and National Recognition Award. In addition, No. 7 in the Power sector, No. 8 in the Hazardous Waste sector and No. 18 Top 20 of the Industrial Process/Petroleum sector.

3.0 SCOPE OF SERVICES

TXCDBG FUNDS APPLICATION

Upon TRC's receipt of a letter of authorization to commence planning, TRC will meet with the City of Breckenridge for the purpose of determining an exact scope of the Project.

TRC will determine the City of Breckenridge's needs regarding the project, including, but not limited to, site evaluation, survey needs, and comparisons with other municipal projects, review of budgetary constraints, and other preliminary investigations necessary for the project. TRC will analyze the project and best present the challenges found in the conceptual phase as well as cost estimates, tables, and documents for TXCDBG applications.

TRC will prepare a conceptual design that will include schematic layouts, surveys, sketches, and exhibits demonstrating the considerations involved in the project to be submitted. During funds acquisition phase, TRC will:

- Meet with City of Breckenridge staff to determine the City of Breckenridge's needs. Conduct field site visit with City of Breckenridge staff.
- Obtain and review all available data regarding the project, including applicable regulatory, design, operations, and maintenance issues.
- Provide preliminary site layouts for each project site.
- Provide a schedule for project implementation.

PRELIMINARY DESIGN PHASE

TRC will prepare the preliminary design, including, but not limited to, the preliminary drawings and specifications. TRC will submit to the City of Breckenridge detailed estimates of the construction costs of each project, based on current area, volume, or other unit costs. Each estimate will also indicate both the cost of each category of work involved in constructing the project and the time required for construction of the project from commencement to final completion. The preliminary design will address compliance with all applicable laws, statutes, ordinances, codes and regulations. TRC will make any necessary surveys of topography, utilities, or other field data required for proper design of the project. TRC will provide consultation and advise as to the necessity of the City of Breckenridge providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory



testing and inspecting of samples or materials; other special consultations; and act as the City of Breckenridge's representative in connection with any such services.

FINAL DESIGN PHASE

TRC will prepare the final design, including, but not limited to, the bid documents, contracts, drawings, and specifications, to fix and describe the size and character of the project as to structural and mechanical systems, materials, quantities, and such other elements as may be appropriate. The final design of the project will comply with all applicable laws, statutes, ordinances, codes, and regulations.

TRC will provide the City of Breckenridge with complete bid documents sufficient to be advertised for bids by the City of Breckenridge. The documents will include the design and specifications and other changes that are required to fulfill the purpose of the project. Upon completion of the final design of the project, with the submission of the complete bid documents, and upon request by the City of Breckenridge, TRC will meet with City of Breckenridge staff to present the final design of the project. TRC will provide an explanation of the final design and cost estimate. During the final design phase, TRC will:



- Based on the approved preliminary design documents, prepare detailed construction drawings and specifications for the project.
- Furnish to the City of Breckenridge engineering data for and assist in the preparation of the required documents so that the City of Breckenridge may secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the project.
- Advise the City of Breckenridge of any adjustment of the cost estimate for the project caused by change in scope, design requirement or construction costs, and furnish a revised cost estimate for the Project based on the completed drawings and specifications.

BID PREPARATION & EVALUATION

TRC will assist the City of Breckenridge in advertising for and obtaining bids for the construction of the project. Upon request, TRC will meet with City of Breckenridge staff to present, and make recommendations on, the bids submitted for the construction of the project.

TRC will review the construction contractor's bids, including subcontractors, suppliers, and other persons required for completion of the project. TRC will evaluate each bid and provide these evaluations to the City of Breckenridge along with a recommendation on each bid.

Where substitutions are requested by a construction contractor, TRC will review the substitution requested and approve or disapprove such substitutions. Typical bid preparation and evaluation include:

- Preparation of Bid Packet/Contract Documents.
- Bid advertisements/solicitation (to be placed, at a minimum, in a local newspaper of general circulation for two (2) consecutive weeks).
- Bid opening (to be held at least two (2) weeks from publication date of first advertisement).
- Bid tabulation, to include completeness and eligibility screening.
- Announcement of lowest and best bid, if applicable (at bid opening).
- Accomplish supplier eligibility verification.
- Approval of contract award by the City of Breckenridge.

CONSTRUCTION PHASE

TRC will make visits to the site to inspect the progress and quality of the executed work of the construction contractor and his subcontractors and to determine if such work is proceeding in accordance with the contract document.

TRC will keep the City of Breckenridge informed of the progress and quality of the work. TRC will exercise the utmost care and diligence in discovering and promptly reporting to the City of Breckenridge any defects or deficiencies in such work and will disapprove or reject any work failing to conform to the contract documents. TRC will have authority to act on behalf of the City of Breckenridge only to the extent provided in the Engineering Agreement unless modified by written instrument.

TRC will review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. TRC's review and approval will include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will comply with the requirements of the contract documents.

TRC will determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. TRC will also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

TRC will issue all instructions of the City of Breckenridge to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work.

TRC will review the amounts owed to the construction contractor and recommend to the City of Breckenridge in writing, payments to the construction contractor of such amounts. TRC's recommendation of payment, being based upon TRC's on-site inspections and their experience and qualifications as design professionals, will constitute a recommendation by TRC to the City of Breckenridge that the quality of work is in accordance with the contract documents.



Upon notification from the construction contractor that the project is complete, TRC will conduct an inspection of the site to determine if the project is complete. TRC will prepare a checklist of items that will be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by TRC for completion have been completed, TRC will inspect the project to verify final completion.

TRC will conduct at least one on-site inspection during the warranty period and will report to the City of Breckenridge as to the continued acceptability of the work.

TRC will not execute change orders on behalf of the City of Breckenridge or otherwise alter the financial scope of the project without an advance, written authorization from the City of Breckenridge.

3.1 PROJECT AND REGIONAL UNDERSTANDING

The TRC Team is familiar with the similarities and variations of numerous municipalities of the Texas region regarding administration, purchasing, staff requirements, and expectations. Team members are also knowledgeable about local contractors, having performed construction oversight for several infrastructure projects over the years in the Region. In addition, the team members are active in determining the availability of different types of construction materials and construction procedures through our contacts with local supply companies. Finally, team personnel are familiar with local geologic conditions, having performed several construction inspection observations in the area.

TRC has extensive records and experience with streets, drainage, and utility as shown in the later sections of this proposal, TRC has provided the design services for a vast array of projects within many cities in the State of Texas. This experience and resources are invaluable for project design. TRC will have this information readily available for meetings, presentations, and design of the proposed project.

Team personnel have considerable experience regarding project administration, contracting, agency codes, and design criteria. This experience has been obtained through the successful execution of projects conducted for regional municipalities. These services illustrate our ability to represent the City of Breckenridge's interest regarding the

evaluation of construction bids, local and out-of-town contractors, and maintaining construction cost controls during the construction of several projects. The successful execution of these projects has demonstrated the team's ability to represent the City of Breckenridge and local interests.

3.2 OTHER SPECIAL SERVICES

TRC will provide all special services required for this project, including surveying, environmental review, historic review, and cultural review. With multimedia compliance experts and one of the largest biological/cultural resources permitting teams in the country, we help you assess environmental conditions, implement engineering solutions and achieve and maintain compliance with regulatory, project and corporate goals. By proactively managing compliance data, performance metrics and training programs, you'll gain a competitive advantage that benefits your employees, operations and bottom line.



TRC professionals bring several unique and innovative offerings to the Texas environmental and engineering marketplace. Our team of environmental engineers and scientists, geologists, biologists, archaeologists, air and water quality experts and compliance specialists has been providing customer-focused solutions to the environmental aspects of infrastructure development for more than 60 years. We provide engineering, scientific, and technical environmental services to customers in various industries. These services include pollution control, waste management, auditing and assessment, permitting and compliance, design and engineering, and natural and cultural resource management. We specialize in air quality and emissions control, licensing new and expanded facilities, and investigating and cleaning up environmentally impaired sites. We focus on the following services:

- Environmental Permitting
- Brownfield / Redevelopment
- Air Quality
- Environmental Engineering
- Restoration and Litigation Support
- Site Selection and Due Diligence

TRC is a trusted advisor and a recognized leader in devising creative, agile solutions to complex environmental challenges. Whether it's cleaning up a contaminated piece of land, monitoring the air quality in and around your facility, ensuring that clean drinking water stays that way or meeting a range of intricate regulatory obligations, our environmental experts help you meet your most pressing needs. There has never been a more important time to find the right balance between pursuing economic growth and protecting the environment for future generations. We collaborate with clients to design tangible solutions that provide real, quantifiable results and ongoing benefits – long after a project's completion.

4.0 COMPENSATION AND PROJECT COMPLETION

Meeting project deadlines and completing projects within budget are two key ingredients to keeping a client satisfied. TRC's history of exceeding client expectations enabled us to remain the prime engineering firm for several cities/counties for over 60 years. TRC analyzes projects for the client's needs and future operations during the critical initial design and not as the project moves forward during construction.

Our standard budgeting and estimating processes are based on years of experience and yields realistic results. TRC has developed a project management and tracking process beginning in the proposal phase, where the scope of service and major milestones are defined and followed through to the end of the construction progress, and beyond.

The proposed project team can take your project from start to finish. The advantages of selecting the TRC Team for this project include:

A team with:

- Relevant project-specific experience in similar projects. TRC has provided design and construction oversight services to numerous clients.
- Project Manager with a proven track record for administrating, coordinating, and completing multiple project assignments within budget and on time.

A proficient, professional staff committed to this project:

- Key personnel are familiar with aspects of these types of projects. TRC assisted several cities and municipalities with budgetary costs, evaluation, and recommendations for this type of project in the planning stage.
- In-house support personnel with experience in all possible project types that may be awarded.
- Our primary objective is to provide a level of service that exceeds the City of Breckenridge's expectations.

Client relationship and integrity are a major concern for a professional service organization. TRC has an excellent reputation, gained from decades of work with all personnel and political officials in positions of authority with client municipalities.

5.0 AFFIRMATIVE ACTION – EQUAL OPPORTUNITY EMPLOYER

TRC works to maintain the goals established by the client to incorporate Historically Underutilized Businesses (HUB), Disadvantaged Business Enterprises (DBE), Small Woman-Owned Business Enterprises (SWBE), Minority Business Enterprises (MBE), and Disabled Veteran Business Enterprises (VBE). The incorporation of sub consultants will meet or exceed the HUB requirements pursuant to Texas Government Code, Chapter 2161.

TRC is an Equal Opportunity and Affirmative Action employer, and it is the policy of TRC to ensure equal employment opportunity to all job applicants and employees and to make employment-related decisions based upon qualifications and ability without regard to race, color, creed, religion, national origin (including those for whom English is a second language or who are legal immigrants), ancestry, age, gender (including pregnancy, childbirth or related medical conditions), sexual orientation, gender identity, transgender status, genetic information, marital status, political affiliation, physical disability, mental disability, medical condition, veteran status, citizenship status, family responsibilities or any other basis protected by local, state or federal laws. TRC will recruit, hire, assign, transfer, promote, train, compensate, provide benefits, and administer programs without regard to the foregoing considerations. TRC strives to provide a work environment free from discrimination and harassment based on any of those factors and prohibits retaliation against any applicant or employee who complains about discrimination or harassment.

APPENDIX A

PARTIAL LIST OF FEDERAL AND STATE FUNDED PROJECTS

LIST OF FEDERAL AND STATE FUNDED PROJECTS

Client	Type of Work	Construction Cost	Status	Funding Source
City of Dilley	Water and Sewer Construction	\$700,000	Complete	USDA
City of Elgin	Flood Control & Drainage Improvements	\$8,936,928	Under Design	GLO
City of Elgin	Pistol Hill GSR	\$4,949,333	Under Design	GLO
City of Elgin	CLR/FM 1100/SH 95 No. Sidewalk	\$690,000	Under Construction	TxDOT
City of Elgin	Replace 18" Water Main; Water Treatment Plant; Water Well; Elevated Tank; Rehab Existing Elevated Tank; Rehab Existing GSR	\$7,300,000	Complete	USDA
City of Elgin	Water Treatment Plant and Distribution	\$750,000	Complete	EDA / HUD
City of Elgin	Sewage Collection System	\$120,000	Complete	HUD
City of Elgin	Sewage Collection System Improvement	\$200,000	Complete	HUD
City of Elgin	1980 Drainage, Street, Park, Housing	\$500,000	Complete	HUD
City of Elgin	Streets, Housing Rehabilitation	\$500,000	Complete	HUD
City of Elgin	Streets, Housing Rehab, Sidewalks	\$500,000	Complete	HUD
City of Elgin	Sewage Treatment Plant Expansion	\$900,000	Complete	EPA
City of Elgin	Center Projects	\$2,215,987	Complete	TxDOT
City of Elgin	FM 1100 Conceptual Study	\$10,000,000	Complete	TxDOT
City of Gonzales	Riverbank Stabilization	\$440,000	Complete	NRCS
City of Groesbeck	Street and Box Culvert Improvements	\$190,000	Complete	HUD
City of Hallettsville	Flood Control & Drainage Improvement	\$8,037,250	Under Design	GLO
City of Hallettsville	Dowling Street Drainage Project	\$221,516	Complete	GLO
City of Hallettsville	Drainage Improvements	\$500,000	Complete	HUD
City of Hamilton	WWTP Modifications	\$3,000,000	Complete	USDA
City of Hamilton	Airport Improvements	\$1,200,000	Complete	HUD
Kinney County	Anacacho Lane Low Water Crossing	\$150,000	Complete	TxDOT
Kinney County	Spofford Street Improvements	\$600,000	Complete	TxDOT
Kinney County	Spofford Road Paving Project	\$700,000	Complete	TxDOT
Kinney County	Rehab County Streets and Drainage	\$250,000	Complete	FEMA
Kinney County	Kinney County Road Paving Project	\$690,000	Complete	BCAP
City of Lockhart	Street Improvements	\$230,000	Complete	HUD
City of Lockhart	Water Line Construction	\$180,000	Complete	HUD
City of Lockhart	Street Paving and Water Main	\$350,000	Complete	HUD
City of Lockhart	Treatment Plant	\$1,700,000	Complete	EPA
City of Luling	River Bank Stabilization	\$987,000	Complete	NRCS
City of Luling	Industrial Park Water System	\$2,200,000	Complete	EDA
City of Luling	Luling Bridal Path Sewer	\$300,000	Complete	EDA
City of Marble Falls	Drainage Improvements	\$3,408,160	Under Design	GLO
City of Marble Falls	Water Pump Station and Pipeline	\$320,000	Complete	HUD
City of Marlin	18" Water Main	\$400,000	Complete	EDA
City of Marlin	Wastewater Collection and Treatment	\$1,100,000	Complete	EDA

City of Breckenridge
Statement of Qualifications for Engineering Services
Engineering Services for TxCDBGDRP/MS Program

February 2, 2023

Client	Type of Work	Construction Cost	Status	Funding Source
City of Marlin	Wastewater and Water System Improvements	\$250,000	Complete	TxDOT
City of Natalia	Streets and Drainage Improvements	\$245,000	Complete	FEMA
City of New Braunfels	Sewage Treatment Plant	\$3,800,000	Complete	EPA
Real County	Stroman Rd. Ditch Rehabilitation	\$120,000	Complete	TxDOT
City of Seguin	Storm Water Pump Station	\$440,000	Complete	FEMA
City of Seguin	FM 466 Street Project	\$175,000	Complete	TxDOT
City of Seguin	SH 123 Bypass and Jim Barnes	\$200,000	Complete	TxDOT
City of Seguin	WWTP Sand Drying Beds	\$250,000	Complete	FEMA
City of Seguin	River Bank Stabilization	\$270,000	Complete	NRCS
City of Seguin	Baxter Street Reconstruction	\$2,000,000	Complete	TxDOT
City of Seguin	Park West Sidewalk	\$973,862	Complete	TxDOT
City of Seguin	Walnut Branch Sidewalk	\$2,801,246	Under Design	TxDOT
City of Smithville	Drainage Improvements	\$125,000	Complete	EDA
City of Smithville	Parks Improvements	\$60,000	Complete	BOR
City of Breckenridge	WWTP Improvements/Sludge Removal Project	\$1,331,088	Complete	USDA
City of Breckenridge	2006 USDA Project-Engineering & Environmental Reports	\$20,000	Complete	USDA
City of Umland	Flood Control/Drainage Improvements	\$9,542,400	Under Design	GLO
Uvalde County	Low-Water Crossing Project	\$300,000	Complete	DOI
Uvalde County	TWDB Flood Protection Plan	\$239,000	Under Design	TWDB
White Pine County	White Pine County Water and Sewer PER	N/A	Complete	USDA
City of Yoakum	SCADA Improvements	\$220,000	Under Construction	GLO
City of Yoakum	Dunn Street Facility Improvements	\$436,296	Under Construction	GLO
City of Yoakum	Concrete Drainage Channel	\$318,000	Complete	HUD
City of Yoakum	Street Improvements	\$360,000	Complete	HUD
City of Yoakum	0.3 Million Gallon Elevated Tank	\$245,000	Complete	HUD
City of Yoakum	Sanitary Sewer Improvements Project–Year I	\$2,132,000	Complete	TWDB
City of Yoakum	Sanitary Sewer Improvements Project–Year II	\$2,745,000	Complete	TWDB
City of Yoakum	Sanitary Sewer Improvements Project–Year III	\$2,130,000	Complete	TWDB

LIST OF STATE FUNDED PROJECTS

Client	Type of Work	Construction Cost	Status	Funding Source
Bastrop County	Sewer Extensions	\$200,000	Complete	TDHCA
Bastrop County	Drainage Improvements	\$320,000	Complete	TDHCA
City of Big Well	2015 STEP Wastewater Improvements	\$119,530	Complete	TxCDBG
City of Big Wells	2013 Water Main Improvements	\$133,567	Complete	TxCDBG

City of Breckenridge
Statement of Qualifications for Engineering Services
Engineering Services for TxCDBGDRP/MS Program

February 2, 2023

Client	Type of Work	Construction Cost	Status	Funding Source
City of Big Wells	TxCDBG Downtown Revitalization	\$202,000	Complete	TxCDBG
City of Big Wells	2011 TxCDBG Water Project	\$67,000	Complete	TDRA
City of Big Wells	2009 STEP Water Project	\$95,000	Complete	TDRA
City of Brackettville	TxCDBG Disaster Relief Fund Project	\$250,000	Complete	TDA
City of Brackettville	2009 STEP Water Project	\$525,000	Complete	TDRA
City of Brackettville	Water Mains	\$136,000	Complete	TDHCA
City of Brackettville	Booster Station	\$136,000	Complete	TDHCA
City of Brackettville	Brackettville Street Survey	N/A	Complete	TDRA
City of Brackettville	TxCDBG 2013 Street Improvements	\$170,000	Complete	TxCDBG
City of Camp Wood	Water Mains	\$96,000	Complete	TDHCA
City of Camp Wood	TCF Downtown Revitalization Program	\$170,300	Complete	TDA
City of Camp Wood	Water Well	\$245,000	Complete	TDA
City of Camp Wood	Lift Station Rehab	\$92,385	Complete	TxCDBG
City of Camp Wood	Downtown Revitalization Program Sidewalks Phase II	\$258,161	Complete	TxCDBG
City of Camp Wood	2017 CDBG Generator and Water/Wastewater Improvements	275,000	Complete	TxCDBG
Caldwell County	Road Improvements	\$450,000	Complete	TDHCA
City of Celina	Northside Sewer Improvement	\$450,000	Complete	TCDP
City of Celina	Southside Sewer Improvement	\$555,000	Complete	TCDP
City of Crystal City	Water Line Improvements	\$260,000	Complete	ORCA
City of Crystal City	Drainage Improvements	\$600,000	Complete	FEMA/ORCA
City of Crystal City	2011 TDRA Sewer Improvements	\$65,000	Complete	TDA
City of Del Rio	2009/10 TxCDBG Planning/Capacity Building Fund	\$59,900	Complete	TDRA
City of Dilley	2007 Water Improvements	\$250,000	Complete	TDRA
City of Dilley	2007 Water, Street, Drainage Improvements	\$700,000	Complete	TDRA
City of Dilley	2009 Water Improvements	\$250,000	Complete	TDRA
City of Dilley	Dilley Infrastructure Improvements	\$250,000	Complete	TDRA
City of Dilley	2011 CDBG Lift Station Improvements	\$252,145	Complete	TxCDBG
City of Dilley	2013 CDBG Generator Project	\$221,360	Complete	TxCDBG
Edwards County	Concrete Low-Water Crossings	\$255,000	Complete	TDHCA
Edwards County	County Fairgrounds Restroom Improvements	\$97,000	Complete	TDA
Edwards County	2015 On-Site Sewage Facility	\$132,000	Complete	TDA
Edwards County	Fire Station	\$250,000	Complete	TDHCA
Edwards County	New Well and System for a Colonia	\$435,000	Complete	ORCA
City of Elgin	2016 Water Main Improvements	\$220,850	Complete	TxCDBG
City of Elgin	Sidewalk Improvements	\$143,950	Complete	TDHCA
City of Elgin	Planning Grant	\$55,500	Complete	TDHCA
City of Elgin	Drainage Improvements	\$392,000	Complete	TDCA
City of Elgin	2012 Sidewalk Improvements	\$148,880	Complete	TxCDBG
City of Elgin	Street Paving	\$290,000	Complete	TDCA
City of Elgin	Street Paving	\$200,000	Complete	TDOC
City of Elgin	Water and Sewage System Improvement	\$300,000	Complete	TDWR

City of Breckenridge
Statement of Qualifications for Engineering Services
Engineering Services for TxCDBGDRP/MS Program

February 2, 2023

Client	Type of Work	Construction Cost	Status	Funding Source
City of Elgin	Westbrook Lane Lift Station, Sewer, & Water	\$650,000	Complete	ORCA
City of Elgin	18" Water Main Phase I	\$250,000	Complete	TDA
City of Elgin	18" Water Main Phase II	\$250,000	Complete	TDHCA
City of Elgin	Park Improvements	\$500,000	Complete	TP&W
City of Elgin	Comprehensive Plan	\$91,835	Complete	ORCA
City of Ennis	Paving, Railroad, Water and Sewer Lines	\$500,000	Complete	TCFED
City of Ennis	Water and Sewer Improvements	\$250,000	Complete	TDOC
Falls County	2016 CDBG Chilton WWTP Improvements	\$229,825	Complete	TxCDBG
Falls County	Bridge Improvements	\$350,000	Complete	TDHCA
City of Ferris	Sewer Lift Station Rehabilitation	\$260,000	Complete	TDCP
City of Ferris	Water Line Improvements	\$290,000	Complete	TDCP
City of Frisco	Downtown Sewer	\$325,000	Complete	TCDP
GBRA	Wastewater Improvements	\$5,400,000	Complete	TWDB
City of Gonzales	Sewer System Improvements	\$350,000	Complete	TDHCA
City of Gonzales	Sewer System Improvements	\$250,000	Complete	TDHCA
Gonzales County	Road Improvements	\$650,000	Complete	TDHCA
City of Greenville	Sewer System Improvements	\$250,000	Complete	TCDP
City of Groesbeck	Park Improvements	\$55,000	Complete	TP&W
City of Hallettsville	2018 Water Improvements	\$230,000	Complete	TxCDBG
City of Hallettsville	Water Lines 2014	\$260,000	Complete	TDA
City of Hallettsville	2009 Sewer Improvements	\$212,092	Complete	TDRA
City of Hallettsville	2007 Water Project	\$420,000	Complete	TDA
City of Hallettsville	Morgan Building St. Project	\$194,970	Complete	TDA
City of Hamilton	Water Line Improvements	\$201,000	Complete	TDOC
City of Hamilton	Water System Improvements	\$195,000	Complete	TDOC
City of Hamilton	Water System Improvements	\$235,000	Complete	TDHCA
City of Hamilton	2007 Wastewater Improvements	\$250,000	Complete	ORCA
City of Hamilton	Hamilton WWTP Pump Station	\$80,000	Complete	TDRA
City of Hamilton	Hamilton 2009 Water Project	\$250,000	Complete	TDRA
City of Hamilton	2011 TDRA Sewer Project	\$227,500	Complete	TDRA
City of Hearne	2010 CDBG Sewer Project	\$220,000	Complete	TDRA
City of Hearne	2008 Sewer Replacement	\$250,000	Complete	TDHCA
City of Hearne	2002 Sewer Replacement	\$250,000	Complete	TDHCA
City of Hearne	2012 TCF 12" Water Main	\$156,810	Complete	TxCDBG
City of Hearne	2013 Crossroads Nursing and Rehab Center Street, Sewer and Water Improvements	\$609,933	Complete	TxCDBG
City of Hearne	2014 TCF ECMD Pump Station	\$213,808	Complete	TxCDBG
City of Hearne	2016 CDBG Pump Station Project	\$335,655	Complete	TxCDBG
City of Hutto	Planning Grant	\$14,000	Complete	TDCA
Kinney County	2008 Spofford Road Reconstruction	\$275,000	Complete	TDHCA
Kinney County	2011 Street Improvements	\$173,293	Complete	TDRA
Kinney County	US 90 and Ranch Road 693 Water Lines	\$335,910	Complete	TxCDBG
Kinney County	Septic System Installation	\$60,505	Complete	TxCDBG
Kinney County	Waterlines/Ranch Rd. 2804 Booster Station	\$383,089	Complete	TxCDBG

City of Breckenridge
Statement of Qualifications for Engineering Services
Engineering Services for TxCDBG/MS Program

February 2, 2023

Client	Type of Work	Construction Cost	Status	Funding Source
City of Kaufman	Sewer Improvements	\$242,000	Complete	TCDP
City of Keene	Sewer Improvements	\$225,000	Complete	TCDP
La Salle County	La Salle Rehabilitation of Private Properties	\$450,000	Complete	TDRA
La Salle County	La Salle 2009 Water Project	\$250,000	Complete	TDRA
City of Lockhart	Water and Wastewater System Improvements	\$230,000	Complete	TDHCA
City of Lockhart	Park Improvements	\$400,000	Complete	TP&W
City of Lockhart	Water and Wastewater System Improvements	\$1,300,000	Complete	TWDB
City of Lockhart	Water Main Improvements	\$250,000	Complete	TDHCA
City of Lockhart	Water and Wastewater System Improvements	\$250,000	Complete	TDHCA
City of Lockhart	Street Improvements	\$370,000	Complete	TDCA
City of Lockhart	Utility Improvements	\$255,000	Complete	TDCA
City of Lockhart	Street Improvements	\$100,000	Complete	TDCA
City of Lockhart	Street Improvements	\$216,000	Complete	TDCA
City of Lockhart	Street Paving	\$200,000	Complete	TDCA
City of Lockhart	Water and Wastewater Systems	\$250,000	Complete	TDCA
City of Lockhart	2015 CDBG Water Improvements	\$308,450	Complete	TxCDBG
City of Lockhart	2020 CDBG Water Improvements	\$282,500	Under Construction	TxCDBG
City of Lott	Sewer System Improvements	\$250,000	Complete	TDHCA
City of Lott	Water System Improvements	\$250,000	Complete	TDHCA
City of Lott	Planning Study	\$30,000	Complete	TDHCA
City of Lott	2011 CDBG WWTP Improvements	\$212,000	Complete	TxCDBG
City of Lott	2016 CDBG Water Improvements	\$219,350	Complete	TxCDBG
City of Lott	8" Water Main Improvements	\$238,621	Complete	TxCDBG
City of Luling	Water and Sewer Improvements	\$800,000	Complete	TWDB
City of Luling	Street Paving	\$185,000	Complete	TDCA
City of Luling	Water Extensions	\$215,000	Complete	TDHCA
City of Luling	2005 ORCA Sewer	\$265,000	Complete	ORCA
City of Luling	2016 CDBG Sewer Improvements	\$275,495	Complete	TxCDBG
City of Lytle	IH-35 Gas Extension Project	\$335,000	Complete	TCF
City of Lytle	IH-35 Gas Extension	\$196,900	Complete	TCF
City of Lytle	TxCDBG 2009 Drainage Project	\$260,000	Complete	TDRA
City of Lytle	Sewer System Improvements	\$250,000	Complete	TDHCA
City of Lytle	Well Aeration	\$235,000	Complete	TDHCA
City of Lytle	2016 TxCDBG Water Improvements	\$234,510	Complete	TxCDBG
City of Marlin	Water and Sewer Improvements	\$310,000	Complete	TDHCA
City of Marlin	Water System Improvements	\$200,000	Complete	TDCA
City of Marlin	Sewer System Improvements	\$360,000	Complete	TDCA
City of Marlin	Airport Rehabilitation	\$45,000	Complete	TAC
City of Marlin	Sewer System Improvements	\$400,000	Complete	TDHCA
City of Marlin	Water Treatment Plant	\$360,000	Complete	TDHCA
City of Marlin	Water Treatment Plant	\$330,000	Complete	TDHCA
City of Marlin	TDC Prison Water and Sewer	\$1,000,000	Complete	TWDB
City of Marlin	Industrial Park	\$400,000	Complete	TDHCA
City of Marlin	Wastewater System Improvements	\$325,000	Complete	TDHCA

City of Breckenridge
Statement of Qualifications for Engineering Services
Engineering Services for TxCDBGDRP/MS Program

February 2, 2023

Client	Type of Work	Construction Cost	Status	Funding Source
City of Marlin	Street Improvements	\$300,000	Complete	TDOC
City of Marlin	Detention Center Water and Sewer	\$400,000	Complete	TDOC
City of Marlin	Planning Study	\$36,000	Complete	TDHCA
City of Marlin	Street Paving	\$250,000	Complete	TDOC
City of Mason	Water and Sewer Extensions	\$75,000	Complete	TDCA
City of Maypearl	Elevated Water Tank	\$1,200,000	Complete	TCDP
City of Natalia	Well #7	\$235,000	Complete	TDHCA
City of Natalia	2015 CDBG Sewer Improvements	\$204,337	Complete	TxCDBG
City of Natalia	WWTP CDBG 2017-18	\$213,750	Complete	TxCDBG
City of Navasota	Sewer System Improvements	\$185,000	Complete	TDHCA
City of Navasota	Industrial Park Drainage	\$420,000	Complete	TDHCA
City of Nixon	Wastewater Treatment Plant	\$235,000	Complete	TDOC
City of Palmer	Sewer Improvements	\$219,000	Complete	TCDP
Real County	Water Facility Improvements	\$395,040	Complete	TxCDBG
Real County	Chula Vista No. 1 First Time Sewer	\$382,000	Complete	TxCDBG
Real County	Chula Vista No. 2 First Time Sewer	\$376,000	Complete	TxCDBG
Robertson County	2009 CDBG Sewer Project	\$197,000	Complete	TDRA
Robertson County	2010 TDRA Water System Improvements (Humble System)	\$302,264	Complete	TDHCA
Robertson County	2017 CDBG Water System Improvements (Humble System)	\$214,873	Complete	TxCDBG
City of Rockdale	2006 ORCA Water System Improvements	\$249,540	Complete	ORCA
City of Rocksprings	Elevated Tank	\$245,000	Complete	TDHCA
City of Rocksprings	Street Paving	\$135,000	Complete	TDHCA
City of Rocksprings	Water Lines	\$235,000	Complete	ORCA
City of Rocksprings	WWTP Improvements Phase I	\$250,000	Complete	ORCA
City of Rocksprings	WWTP Improvements Phase II	\$250,000	Complete	ORCA
City of Rocksprings	Rocksprings 2009 Water/Sewer	\$250,000	Complete	TDRA
City of Rocksprings	TxCDBG Downtown Revitalization	\$165,000	Complete	TxCDBG
City of Rosebud	Sewer System Improvements	\$250,000	Complete	TDHCA
City of Rosebud	Water and Sewer Improvements	\$250,000	Complete	TDHCA
City of Sabinal	2014 TCF Downtown Revitalization Project	\$123,800	Complete	TCF
City of Sabinal	Potable Water Storage Tanks Rehab	\$311,500	Complete	TxCDBG
City of San Saba	Sewer System Improvements	\$235,000	Complete	TDHCA
City of Seguin	2019 TxCDBG Main Street Program	\$318,000	Under Construction	TxCDBG
City of Spofford	Disaster Relief Fund Water Line Replacement	\$172,140	Complete	TDA
City of Spofford	On-site Septic Systems & Fire Hydrants	\$85,000	Complete	TDHCA
City of Breckenridge	Airport Rehabilitation	\$35,000	Complete	TAC
City of Breckenridge	Sewer System Improvements	\$320,000	Complete	TDHCA
City of Breckenridge	Water Well	\$250,000	Complete	TDHCA
City of Breckenridge	Honey Grove 2009 Facility Project	\$250,000	Complete	TDRA
City of Umland	2019 Water Improvements	\$160,000	Complete	TxCDBG
City of Umland	SH21 Booster Station Generator	\$100,000	Complete	TxCDBG
City of Uvalde	Water Well	\$245,000	Complete	TDA

City of Breckenridge
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Engineering Services for TxCDBGDRP/MS Program

February 2, 2023

Client	Type of Work	Construction Cost	Status	Funding Source
Uvalde County	Concrete Low-Water Crossings	\$350,000	Complete	TDHCA
Uvalde County	Knippa WSC Water Improvements and Residential On-Site Septic Systems	\$414,358	Complete	TxCDBG
Uvalde County	2014 On-Site Septic System Project	\$385,000	Complete	TxCDBG
Uvalde County	Flores Subdivision First Time Water & N. Hood St. First Time Sewer Improvements	\$384,000	Complete	TxCDBG
Uvalde County	CDBG Sewer Improvements	\$318,600	Complete	TxCDBG
Val Verde County	US 90 and Escondido Estates Water Lines	\$272,566	Complete	TDA
Val Verde County	Escondido Estates Booster Station	\$580,021	Complete	TDA
Val Verde County	2012 TxCDBG Water Project	\$187,000	Complete	TxCDBG
Val Verde County	2013 Water Improvement Project	\$186,000	Complete	TDA
Val Verde County	Water Line- Materials Only	\$74,000	Complete	TDA
City of Van Alstyne	Main St. Water, Sewer and Paving	\$485,000	Complete	TCDP
City of Whitney	Comprehensive Plan	\$30,590	Complete	ORCA
City of Yoakum	2016 CDBG Sewer Improvements	\$248,415	Complete	TxCDBG
City of Yoakum	2012 TDA Sewer Improvements	\$125,500	Complete	TDA
City of Yoakum	Street Paving	\$200,000	Complete	TDCA
City of Yoakum	Airport Rehabilitation	\$50,000	Complete	TAC
City of Yoakum	Park Improvements	\$65,000	Complete	TP&W

APPENDIX B

INSURANCE INFORMATION

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD) Item 18.
3/26/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="812 420 1429 451">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 420 1576 451">NAIC #</th> </tr> <tr> <td data-bbox="812 451 1429 483">INSURER A : National Union Fire Ins. Co.</td> <td data-bbox="1429 451 1576 483">19445</td> </tr> <tr> <td data-bbox="812 483 1429 514">INSURER B : Allied World Assurance Company (U.S.)</td> <td data-bbox="1429 483 1576 514">19489</td> </tr> <tr> <td data-bbox="812 514 1429 546">INSURER C : Evanston Insurance Company</td> <td data-bbox="1429 514 1576 546">35378</td> </tr> <tr> <td data-bbox="812 546 1429 577">INSURER D : New Hampshire Ins. Co.</td> <td data-bbox="1429 546 1576 577">23841</td> </tr> <tr> <td data-bbox="812 577 1429 609">INSURER E : AIU Insurance Company</td> <td data-bbox="1429 577 1576 609">19399</td> </tr> <tr> <td data-bbox="812 609 1429 638">INSURER F : Steadfast Insurance Company</td> <td data-bbox="1429 609 1576 638">26387</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : National Union Fire Ins. Co.	19445	INSURER B : Allied World Assurance Company (U.S.)	19489	INSURER C : Evanston Insurance Company	35378	INSURER D : New Hampshire Ins. Co.	23841	INSURER E : AIU Insurance Company	19399	INSURER F : Steadfast Insurance Company	26387
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INSURED TRC Environmental Corporation; TRC Engineers, Inc.; TRC Engineers, LLC; TRC Solutions, Inc; TRC Companies, Inc. 21 Griffin Road North, Windsor, CT 06095															

COVERAGES

CERTIFICATE NUMBER: 22-23

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL5341999	04/01/2022	04/01/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4773667 (AOS) CA4773668 (MA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			03127873	04/01/2022	04/01/2023	EACH OCCURRENCE \$2,000,000
C	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> RETENTION \$10,000			MKLV2EFX100862	04/01/2022	04/01/2023	AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC022298274 (AOS) WC022298275 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
F	Prof. Liab. incl. Poll. Liability			PEC019684306	04/01/2022	04/01/2023	Per Claim \$1,000,000 Aggregate \$1,000,000

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

Umbrella Follows Form with respects to General, Automobile & Employers Liability Policies.

Once awarded and a Contract is fully executed, the Certificate Holder will be named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

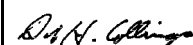
CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance -
For Proposal Only

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

AUTHORIZED REPRESENTATIVE



APPENDIX C

SYSTEM FOR AWARD MANAGEMENT



TRC ENGINEERS, INC

DUNS Unique Entity ID 196453711	SAM Unique Entity ID GA9NC9RFYU35	CAGE / NCAGE 4SV34
Purpose of Registration All Awards	Expiration Date Oct 5, 2021	Registration Status Active
Physical Address 8550 United Plaza BLVD, STE-502 Baton Rouge, Louisiana 70809 United States	Mailing Address 8550 United Plaza Boulevard Suite 502 Baton Rouge, Louisiana 70809 United States	

Business Information

Doing Business as (blank)	Division Name Baton Rouge	Division Number (blank)
Congressional District Louisiana 06	State / Country of Incorporation New Jersey / United States	URL http://www.trccompanies.com

Registration Dates

Activation Date Oct 5, 2020	Submission Date Oct 5, 2020	Initial Registration Date Jun 25, 2007
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jan 3, 1923	Fiscal Year End Close Date Jun 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

Proceedings Questions

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

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Government Types

(blank)

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

Item 18.**Points of Contact****Electronic Business**

📍
Paul McShane
8607315701

William Weaver
8562731224

21 Griffin Road North
Windsor, Connecticut 06095
United States

16000 Commerce Parkway
Suite B
Mt. Laurel, New Jersey 08054
United States

Government Business

📍
Durk Krone
2252476704

William Weaver
8562731224

8550 United PLAZA-STE502
Baton Rouge, Louisiana 70809
United States

16000 Commerce Parkway
Suite B
Mt. Laurel, New Jersey 08054
United States

Past Performance

📍
Durk Krone
2252476704

William Weaver
8562731224

8550 United PLAZA-STE502
Baton Rouge, Louisiana 70809
United States

16000 Commerce Parkway
Suite B
Mount Laurel, New Jersey 08054
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes
Yes	541330
	541620

NAICS Title
Engineering Services
Environmental Consulting Services

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)

TRC ENGINEERS, INC

DUNS Unique Entity ID 040760969	SAM Unique Entity ID MJSJBC3LYVQ5	CAGE / NCAGE 3MFD2
Purpose of Registration All Awards	Expiration Date Nov 9, 2021	Registration Status Active
Physical Address 10680 White Rock RD Sacramento, California 95827 United States	Mailing Address 1430 Broadway 10TH Floor New York, New York 10018 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 07	State / Country of Incorporation New Jersey / United States	URL http://www.trccompanies.com

Registration Dates

Activation Date May 13, 2020	Submission Date May 13, 2020	Initial Registration Date Nov 24, 2003
--	--	--

Entity Dates

Entity Start Date Jan 1, 1923	Fiscal Year End Close Date Jun 30
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

Proceedings Questions

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

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Government Types

(blank)

Financial Information


Accepts Credit Card Payments
No

Debt Subject To Offset
No


Item 18.

Points of Contact


Electronic Business

 Stephen R Galati, Director - Strategic Proposals 2074851901	7121 Fairway Drive Palm Beach Gardens, Florida 33418 United States
Anne Kadlec, Senior Proposal Manager 9786563676	650 Suffolk Street Lowell, Massachusetts 01854 United States

Government Business

 Stephen R Galati, Director of Strategic Proposals 2074851901	7121 Fairway Drive Palm Beach Gardens, Florida 33418 United States
Stephen R Galati, Director - Strategic Proposals 2074851901	7121 Fairway Drive Palm Beach Gardens, Florida 33418 United States

Past Performance

 Stephen R Galati, Manager - National Proposals 2074851901	7121 Fairway Drive Palm Beach Gardens, Florida 33418 United States
Anne Kadlec, Senior Proposal Manager 9786563676	650 Suffolk Street Lowell, Massachusetts 01854 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	221121	Electric Bulk Power Transmission And Control
	221122	Electric Power Distribution
	237990	Other Heavy And Civil Engineering Construction
	424710	Petroleum Bulk Stations And Terminals
	485111	Mixed Mode Transit Systems
	541611	Administrative Management And General Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	562910	Remediation Services
	712120	Historical Sites
	928110	National Security

Product and Service Codes

PSC	PSC Name
AD24	R&D- Defense Other: Services (Engineering Development)
AG34	R&D- Energy: Geothermal (Engineering Development)
AG44	R&D- Energy: Wind (Engineering Development)
AG74	R&D- Energy: Solar/Photovoltaic (Engineering Development)
AG94	R&D- Energy: Other (Engineering Development)
AT41	R&D- Other Transportation: Passenger Safety And Security (Basic Research)

AT42	R&D- Other Transportation: Passenger Safety And Security (Applied Research/Explor Development)	Item 18.
AT43	R&D- Other Transportation: Passenger Safety And Security (Advanced Development)	
AT44	R&D- Other Transportation: Passenger Safety And Security (Engineering Development)	
AT45	R&D- Other Transportation: Passenger Safety And Security (Operational Systems Development)	

Disaster Response

Yes, this entity appears in the disaster response registry.

States	Counties	Metropolitan Statistical Areas
Any	(blank)	(blank)

APPENDIX D

Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

TRC Engineers, Inc.

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes☒ No

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

☐ Yes☒ No

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

N/A

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

7 **Justin Thomas**
Digitally signed by Justin Thomas
 DN: C=US, E=jthomas@trocompanies.com, O=TRC,
 OU=TRC, CN=Justin Thomas
 Date: 2023.01.27 10:43:38-06'00'
 Signature of vendor doing business with the governmental entity

02/02/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

APPENDIX E

Certification Regarding Lobbying and Disclosure Activities

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved

Item 18.

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _ _	
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: 4c			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency: Texas Department of Agriculture			7. Federal Program Name/Description: Texas Community Development Block Grant CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: <u>Justin Thomas</u> Print Name: <u>Justin Thomas, P.E.</u> Title: <u>Arlington DMS Practice Leader</u> Telephone No.: <u>817-522-1014</u> Date: <u>02/02/2023</u>		
Federal Use Only:			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

PRINT

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

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

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

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

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

APPENDIX F

RÉSUMÉS

JUSTIN L. THOMAS, PE

EDUCATION

B.S., Civil Engineering, Texas A&M University, 2001

PROFESSIONAL REGISTRATIONS

Professional Engineer, Texas (No. 98403), 2006

AREAS OF EXPERTISE

Mr. Thomas, PE, has over 20 years progressive experience in:

- Municipal and Land Development
- Paving and Grading
- Drainage and Storm Sewer Systems
- Water Systems
- Sanitary Sewer Systems
- Plat Preparation
- Computer Drafting Software: AutoCAD/Civil 3D, Terramodel
- Construction Administration
- Project Management and Client Relations
- Railroad Infrastructure
- Environmental Construction Oversight

REPRESENTATIVE EXPERIENCE

Mr. Thomas has over 20 years of progressive responsibility in municipal and private development infrastructure design including paving and grading design, storm sewer design and analysis, water design, sanitary sewer design, and plat preparation. Projects include:

Roadway Projects:

Town of Little Elm, Smotherman Road Connector – Little Elm, TX (Project Engineer: 2012)

Mr. Thomas served as a team member for this project consisting of constructing 1,400 lf of concrete roadway. Project included concrete pavement with curb and gutter, sidewalks, storm sewer ranging in size from 18" RCP to 36" RCP, 1,500 lf of 12" water main, 1,700 lf of 8" sanitary sewer main, and coordination with TxDOT. Mr. Thomas provided design for roadway, drainage, water mains, and sanitary sewer mains, and was responsible for the construction plans.

Town of Little Elm, Smotherman Road – Little Elm, TX (Project Engineer: 2011)

Mr. Thomas served as a team member for this project consisting of replacing 1,000 linear feet of asphalt pavement with concrete. Project included concrete pavement with curb and gutter, sidewalks, storm sewer ranging in size from 18" RCP to 36" RCP, and coordination with TxDOT. Mr. Thomas provided design for roadway and drainage, and was responsible the construction plans.

Town of Little Elm, Main Street Reconstruction – Little Elm, TX (Project Engineer: 2010)

Mr. Thomas served as a team member for this project which consisted of replacing 1,800 linear feet of asphalt pavement with concrete. Project included concrete pavement with curb and gutter, sidewalks, storm sewer ranging in size from 18" RCP to 45" RCP, water and sewer plans, 8" irrigation main, and landscaping improvements. Mr. Thomas provided design, contractor material submittal reviews, construction administration, periodic inspection of the construction progress, coordination with contractor, and coordination with TDLR and RAS for TAS compliance.

City of Sachse, Intersection Improvements for Fifth Street North of SH 78 – Sachse, TX (Project Manager: 2010)

Mr. Thomas served as a team member for this project consisting of replacing approximately 500 linear feet of concrete pavement and drainage improvements, traffic control, and traffic signal design. This project included coordination with TxDOT and KCS Railroad. Mr. Thomas was responsible for the construction plans and specifications for this project.

City of Frisco, Main Street, Phase III Storm Sewer – Frisco, TX (Project Engineer: 2003)

Mr. Thomas served as a team member for this project which consisted of approximately 4,300 linear feet of pavement, with comparable amount of storm sewer, ranging in size from 18 inch RCP to double 9 feet by 5 feet RCB. Scope of work included the design of 4,050 linear feet of 12 inch water reuse line to be used for irrigation purposes along Main Street, including the re-design of the irrigation system to be used in the grassy medians of Main Street.

City of Frisco, Eldorado Parkway – Frisco, TX (Project Engineer: 2004)

Mr. Thomas served as a team member for this project which consisted of 8,570 linear feet of roadway in Frisco, Texas including the design of all the storm sewer ranging in size from 18 inch RCP to a three 10 feet by 8 feet and one 10 feet by 9 feet multiple RCB. Project also included coordination with several engineering companies designing adjacent roadways and subdivisions to ensure all future storm sewer systems will be accounted for. Storm sewer was placed horizontally and vertically to prevent unnecessary storm sewer pipe. Also included was the design of a traffic control plan for the various construction phases of the project, to maintain traffic flow and ensure public safety.

Parks Projects:**Town of Little Elm, Beard Park Site Work Improvements – Little Elm, TX (Project Manager: 2014)**

Mr. Thomas served as project manager for this project which constructed of approximately 5 acres of concrete parking lot with curb and gutter, including storm sewer. Additionally, the project includes approximately 2,300 lf of 12" water main, 1,000 lf of 8" water reuse main, 550 lf of 8" sanitary sewer, and grading of site for future restaurant and pond. TRC was the prime consultant and responsible for the design of construction plans and specifications, construction administration, and coordination with the Registered Accessibility Agent (RAS) for compliance with the Texas Accessibility Standards (TAS). Additionally, TRC provided environmental and cultural resources services to coordinate and obtain permits from the United States Army Corps of Engineers (USACE), Texas Commission on Environmental Quality (TCEQ), and Texas Historical Commission (THC.)

Town of Little Elm, Cottonwood Trail Sidewalk Improvements – Little Elm, TX (Project Engineer: 2012)

Mr. Thomas served as a team member for this project which consisted of approximately 1,550 lf of concrete sidewalk along Cottonwood Creek. Mr. Thomas provided design for sidewalk, drainage, responsible for the construction plans, and coordination with TDLR and RAS for TAS compliance.

Water/Wastewater Projects:**City of Teague, 2019 CDBG Sewer Improvements (Lift Station and Sewer Main) – Teague, TX (Project Manager 2021)**

Mr. Thomas served as the Project Manager for this TxCDBG funded project that included the demolition of the existing Jefferson Street lift station with a new fiberglass wetwell and valve vault, including relocation of pumps and control panel and security fencing. The project also included replacement of approximately 2,000 lf of 8" sanitary sewer main and manholes. TRC provided the

topographic survey, engineering design, construction bidding services, construction administration and grant documentation support.

City of Teague, Elm Street Sanitary Sewer Improvements – Teague, TX (Project Manager 2021)

Mr. Thomas served as the Project Manager for this project that included the replacement of approximately 900 LF of existing sanitary sewer with 8" sanitary sewer by pipe bursting. TRC provided the topographic survey, engineering design, bidding services and construction administration.

Town of Little Elm, West Side Water and Sewer Improvements – Little Elm, TX (Project Engineer: 2014)

Mr. Thomas served as a team member and provided the design for approximately 7,800 lf of 12" water main, 2,100 lf of 12" sanitary sewer main, 6,900 lf of 8" sanitary sewer main, and 1,800 lf of 8" irrigation main. Mr. Thomas was responsible for survey coordination and preparation of the construction plans, specifications, and construction administration.

Town of Little Elm, Woodlake Irrigation Improvements – Little Elm, TX (Project Engineer: 2014)

Mr. Thomas served as a team member and provided the design for approximately 4,000 lf of 8" irrigation main. Project consisted of connection to the Town's existing wastewater treatment plant to reuse effluent water for irrigation purposes along the Town's streets. Mr. Thomas was responsible for coordination with surveyor and irrigation subconsultant; and preparation of the construction plans, specifications, and construction administration.

Town of Little Elm, Riney Road Water Improvements – Little Elm, TX (Project Engineer: 2013)

Mr. Thomas served as a team member and provided the design for approximately 300 lf of asphalt roadway reconstruction to concrete pavement with curb and gutter, 320 lf of 18" RCP storm sewer, 2,600 lf of 8" water main, and 270 lf of 8" sanitary sewer main. Mr. Thomas was responsible for coordination with surveyor and preparation of the construction plans, specifications, and construction administration.

City of Lewisville, Purnell Street Sanitary Sewer Phase I and II – Lewisville, TX, (Project Manager: 2010-2013)

Mr. Thomas served as a team member for this project which included approximately 16,000 feet of sanitary sewer rehabilitation in downtown Lewisville, replacing existing sewer with new pipe due to limited capacity and age of existing pipe, with pipe size ranging from 8 inch to 18 inch. Mr. Thomas provided design, periodic inspection of the construction progress, and railroad coordination for utility crossing.

Town of Little Elm, Main Street Irrigation Well – Little Elm, TX (Project Engineer: 2010-2012)

Mr. Thomas served as a team member for design of a 1,235 ft deep, 4"x8" water well for irrigation purposes. The well was constructed in a residential neighborhood. Mr. Thomas provided design, construction administration, periodic inspection of the construction progress, and coordination with the North Texas Groundwater Conservation District for well registration.

Town of Little Elm, King's Crossing Lift Station Expansion – Little Elm, TX (Project Engineer: 2010-2012)

Mr. Thomas served as a team member for design of the expansion of existing King's Crossing Lift Station to include the addition of a wet well, valve vault, and replacement of the existing two pumps with three new pumps. Mr. Thomas provided coordination between the client and contractor, reviewed material submittals from contractor, processed requests for information from contractor, and provided periodic onsite inspection to report the construction progress to the client.

City of Wylie, Twin Lakes Sanitary Sewer – Wylie, TX (Project Engineer: 2011-2012)

Mr. Thomas served as a team member and provided the design for 4,000 lf of 48" sanitary sewer main.

Mr. Thomas was responsible for preparation of construction plans and specifications, assist the City with project bidding, and periodic inspection during construction.

Town of Little Elm, 2009 Water and Wastewater Improvements – Little Elm, TX (Project Engineer: 2010)

Mr. Thomas served as a team member for this project which consisted of 6,800 linear feet of gravity sewer (12" to 21" diameter), 4,000 linear feet of 12" force main, and 9,400 linear feet of potable water main (12" to 16" diameter). Mr. Thomas provided design, construction administration, periodic inspection of the construction.

Town of Little Elm, 1.0 MGD Wastewater Treatment Plant Expansion – Little Elm, TX (Project Engineer: 2010-2011)

Mr. Thomas served as a team member for this project which included new filters, clarifier, aerobic digester, lift station improvements, and odor control for entire plant; including a complete process manual for operating the plant. In addition, the plant's SCADA system was update and integrated.

City of McKinney, Airport Sewer Phase II – McKinney, TX (Project Engineer: 2010-2011)

Mr. Thomas served as a team member for this project which included 6,000 linear feet of gravity sanitary sewer main across the Collin County Regional Airport. Mr. Thomas provided design, reviewed material submittals from contractor, processed requests for information from contractor, and periodic site visits to review construction progress. Project included coordination with airport and North Texas Municipal Water District.

City of Hamilton, 2009 TDRA Water Project Contract 1 - Hamilton, TX, (Project Engineer: 2009)

Mr. Thomas served as a team member for this project which included approximately 3,400 feet of 6" water main design. Mr. Thomas provided the design for this project.

Land Development Projects:

Boot Ranch Development, TX 77 Boot Ranch Circle LLC – Fredericksburg, TX (Project Manager: 2008-Ongoing)

Mr. Thomas served as the engineer of record of multiple projects within the development which consists of a 2,000 acre master planned community. Project was designed per the City of Fredericksburg and Gillespie County design regulations. The project consisted of preliminary and final platting; paving, grading, drainage and erosion control plans; water and sanitary sewer design; environmental permitting; FEMA flood studies (LOMR); and construction administration. Individual phases include:

- **Overlook Cabins** (2011-2013) - 17 acre residential subdivision with 23 lots including design of all pavement plans, erosion control, drainage plans, water and sanitary sewer plans, and platting. Mr. Thomas provided design for roadway, lot grading, drainage, water mains, and sanitary sewer mains, and was responsible the construction plans, specifications and construction administration.
- **Country Homes** (2008) - 22 acre residential subdivision with 13 lots including design of all pavement plans, erosion control, drainage plans, water and sanitary sewer plans, and platting. Mr. Thomas provided design for roadway, drainage, water mains, and sanitary sewer mains; and was responsible the construction plans.
- **Ranch Club** (2012-2013) - 4.5 acres community recreational center includes parking areas, swimming pools, pavilion, tennis courts, and restroom facilities. Mr. Thomas provided design for paving, horizontal control of building pads, site grading and drainage, water and sanitary sewer, and erosion control.
- **Sanitary Sewer Improvements** (2012-2013) - Project consisted of extending existing sanitary sewer and water service to various lots. The project included approximately 1,600 lf of 8" sanitary sewer main and water services. Mr. Thomas provided design for the sanitary sewer, water, and erosion control plans; and was responsible for the construction plans, specifications and construction administration.
- **Sunday House 4** (2013) – 0.5 acre tract of land consisting of a cluster of 3 vacation cabins and

golf cart barn. Mr. Thomas provided the design for the driveway, site grading and drainage, water and sanitary sewer layout.

- **Phase 2 Preliminary Plat** (2012, 2017) – 960 acres, 211 residential lots. Mr. Thomas prepared the preliminary plat for Gillespie County approval which included preliminary roadway, drainage, water and sanitary sewer design.

YES! Communities – Multiple Locations (Project Manager: 2016 - Ongoing)

Mr. Thomas served as the project manager for various manufactured housing community improvements including:

- **Preston on the Lake, Little Elm, TX** (2017) - Expansion of an existing residential community to add 117 home sites. Mr. Thomas provided design for roadway, drainage, water mains, and sanitary sewer mains, and was responsible the construction plans, specifications and construction administration.
- **Redwood at the Lake, Wylie, TX** (2017) – Expansion of an existing residential community to add 95 home sites. Mr. Thomas provided design for roadway, drainage, water mains, and sanitary sewer mains, and was responsible the construction plans, specifications and construction administration.
- **Arbor Springs, Dallas, TX** (2017) – Pavement reconstruction to improve drainage and reduce existing street flooding issues. Mr. Thomas provided design for roadway, drainage, and was responsible the construction plans, specifications and construction administration.

Castle Hills Development Company, Castle Hills Private Development – Lewisville, TX (Project Engineer: 2001 – 2009)

Mr. Thomas served as a team member for this project which consisted of a 2,700 acre planned, multi-phase community located within the City Lewisville ETJ. Project was designed per the City of Lewisville design standards and consists of concrete pavement, storm sewer ranging in size from 18-inch reinforced concrete circular pipe (RCP) to 5 10-feet by 10-feet reinforced concrete boxes (RCB), detention and retention ponds, open drainage channels, and multiple FEMA flood studies (CLOMR and LOMR); sanitary sewer lines, force main, and lift stations; water lines and elevated water storage tank; paving, grading plans and erosion control; and preliminary and final platting. Individual project phases included:

- **Village Center** (2002) – 15 acre commercial tract. Paving, grading, drainage channels, storm sewer, water main, sanitary sewer main, platting.
- **King Arthur Boulevard** (2003) – 4,300 lf concrete pavement. Paving, storm sewer
- **Windhaven Parkway** (2003) – 3,400 lf concrete pavement. Paving, storm sewer, water main, sanitary sewer, platting.
- **Phase III Section B** (2004) – 75 acre, 181 residential lots. Paving, grading, storm sewer, water main, sanitary sewer, and platting.
- **Phase IV Section B** (2004) – 101 acre, 360 residential lots. Paving, grading, storm sewer, FEMA CLOMR and LOMR, water main, sanitary sewer main, and platting.
- **Castle Hills Community Center** (2005) – 10 acre, 22 townhouse residential lots. Paving, grading, storm sewer, water main, sanitary sewer, and platting.
- **Phase II Section E** (2005) – 57 acre, 99 residential lots. Paving, grading, storm sewer, retention pond, water main, sanitary sewer, and platting.
- **Phase III Section C** – 77 acre, 111 residential lots. Paving, storm sewer, water main, sanitary sewer, and platting.
- **Phase IV Section B Lot 1 Block P** (2006) – 5 acre commercial tract. Grading, storm sewer, water main, and platting.
- **Phase IV Section C** (2006) – 63 acre, 278 residential lots. Paving, grading, storm sewer, retention pond, water main, sanitary sewer, and platting.
- **Phase V Section A** (2008) – 73 acre, 278 residential lots. Paving, grading, storm sewer, FEMA CLOMR and LOMR, water main, sanitary sewer, and platting.
- **Windhaven West** (2009) – 4,400 lf concrete pavement. Paving, storm sewer, water main, sanitary sewer, and platting.
- **Phase VI Sections A, B, C, D** (2009) - 126 acre, 700 residential lots. Paving, grading, storm sewer, water main, sanitary sewer, and platting.

Frisco Square Development Company, Frisco Square Phase V – Frisco, TX (Project Engineer: 2003)

Mr. Thomas served as a team member for this project which consisted of 4.5 acre residential subdivision, located within Frisco Square including the design of storm sewer within this phase, ranging in size from 18 inch RCP to 30 inch RCP. Project had to account for the overall storm sewer system in Frisco Square, both existing and future, to ensure proper drainage criteria are and will be met.

Frisco Square Development Company, Heritage Center - Frisco, TX (Project Engineer: 2006)

Mr. Thomas served as a team member for this project which consisted of an 8 acre multi-use tract of land, located within Frisco Square including the design of storm sewer ranging in size from 18 inch RCP to 27 inch RCP. Also included was the design of all water lines and sanitary sewer lines on the project.

Vantex Enterprises, Vantex Parking Lot – Dallas, TX (Project Engineer: 2002)

Mr. Thomas served as a team member for this project which consisted of 22,000 square ft commercial parking lot located in the City of Dallas. Using the City of Dallas guidelines, designed all pavement plans, horizontal control plans, grading plans, and drainage plans.

Mueller Pipe Supply, Site Plan – Caddo Mills, TX (Project Engineer: 2003)

Mr. Thomas served as a team member for this project which consisted of a 7 acre commercial tract located in the City of Caddo Mills including the design of all pavement plans, horizontal control plans, grading plans, erosion control plans, and drainage plans.

Life Rebuilders, Inc., Shirley Lane – Ennis, TX (Project Engineer: 2003)

Mr. Thomas served as a team member for this project which consisted of consisted of 1,500 linear feet roadway within the Ennis Estates residential subdivision. Project included the design of storm sewer ranging in size from 18 inch RCP to 7 feet by 4 feet RCB.

American Diversified Properties, Inc., Pleasant Ridge – Mesquite, TX (Project Engineer: 2003)

Mr. Thomas served as a team member for this project which consisted of a 5.5 acre residential subdivision with 40 lots. Scope included the design of storm sewer ranging in size from 18 inch RCP to 4 feet by 2 feet RCB.

January Lane, L.P., January Lane Townhomes – Grand Prairie, TX (Project Engineer: 2004)

Mr. Thomas served as a team member for this project which consisted of a 7.6 acre residential subdivision with 86 lots. Scope of work included the design of pavement plans, grading plans, water plans, sanitary sewer plans, drainage plans, and platting.

West Kessler Development, West Kessler Development – Dallas, TX, (Project Engineer: 2005)

Mr. Thomas served as a team member for this project which consisted of a 6 acre residential subdivision with 18 lots including design of storm sewer ranging in size from 18 inch RCP to 21 inch RCP.

American Diversified Properties, Inc., January Lane Alternate Drainage Improvements – Grand Prairie, TX (Project Manager: 2009)

Mr. Thomas served as project manager for this project which provided alternate drainage plans for January Lane Improvements at SH 161 with storm sewer ranging in size from 24" RCP to 8'x5' RCB. Mr. Thomas provided design for roadway, drainage, and was responsible the construction plans.

Environmental Projects:**Texas Department of Transportation, State Highway 34, Terrell, Texas (Environmental Specialist: 2011 to 2012)**

Mr. Thomas was responsible for environmental oversight during construction as it related to the Soil and

Groundwater Management Plan (SGMP) prepared by TRC Environmental Corporation (TRC). State Highway 34 construction occurred in the former location of the Van der Horst USA Corporation plating facility, which is included in the US EPA's Superfund Program and on the National Priorities List. Daily responsibilities included field oversight of contractor during all excavation activity for adherence to the SGMP, documenting the onsite management and disposition of all soil and groundwater excavated during project, daily communication with contractor and client on site to ensure SGMP guidelines are being followed, assisted contractor with SGMP guidelines to avoid construction delays, and providing daily and weekly reports to client.

Railroad Projects:**Union Pacific Railroad, Ray Yard Fuel Storage and Containment Improvements, Denison, Texas (Project Engineer: 2011 to 2012)**

Mr. Thomas was responsible for overseeing the construction of two new 15,000 barrel diesel fuel tanks, containment dike, fuel truck loading and unloading skids, and decommissioning of existing diesel fuel tank farm. Mr. Thomas provided coordination between the client and contractor, reviewed material submittals from contractor, processed requests for information from contractor, and provided periodic onsite inspection to report the construction progress to the client.

Union Pacific Railroad, Ray Yard Water Line Extension, Denison, Texas (Project Engineer: 2012)

Mr. Thomas served as a team member for design for 805 lf of 8" water main and 460 lf of 6" water main, and a fire foam tank to provide fire service lines into Ray Yard fuel containment area. Mr. Thomas provided water main design, coordination between the client and contractor, periodic onsite inspection to report construction progress to client. This project involved coordination between Union Pacific Railroad and the City of Denison, TX.

Miscellaneous Municipal Projects:**Town of Little Elm, Development Plan Review – Little Elm, TX (Project Manager: 2017)**

Mr. Thomas provided support to the Town by reviewing engineering plans for subdivisions for conformance to the Town's standards.

Town of Little Elm, Water and Sewer CCN Amendment and STM Applications – Little Elm, TX (Project Manager: 2016)

Mr. Thomas served as project manager to assist the Town in amending their water and sewer Certificates of Convenience and Necessity (CCNs) to include additional service areas. Mr. Thomas was responsible for the preparing the application and coordinating with the Texas Public Utility Commission for approval.

Town of Little Elm, Hilltown Preliminary Engineering Report – Little Elm, TX (Project Engineer: 2012)

Mr. Thomas served as a team member and was responsible for drafting the preliminary engineering report to provide the Town with cost estimates associated with improving the 270 acre Hilltown residential subdivision to current Town's infrastructure standards. Report included estimating the quantities of nine miles of concrete curb and gutter, drainage facilities, nine miles of water main, eight miles of sanitary sewer main, and six sanitary sewer lift stations needed to replace the existing asphalt roadways, water mains, and septic tanks. Report included recommended phasing of improvements to assist Town with future funding. Mr. Thomas was responsible for the research, infrastructure preliminary layout, cost estimating, and drafting report.

SPECIALIZED TRAINING

- OSHA 40 Hour HAZWOPER Certification
- E-railsafe Certification

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers (ASCE)

TIM WALLACE, P.E.**EDUCATION**

B.S., Civil Engineering, University of Texas in Arlington, 2001

PROFESSIONAL REGISTRATIONS

Professional Engineer, Texas (No. 113369), 2012

AREAS OF EXPERTISE

Mr. Wallace, PE, has over 15 years of progressive experience in:

- Municipal and Land Development
- Paving and Grading
- Drainage, Storm Sewer Systems and Detention Ponds
- Erosion Control and Bank Stabilization
- Water Distribution and Sanitary Sewer Systems
- Plat Preparation
- Construction Administration
- Project Management and Client Relations

REPRESENTATIVE EXPERIENCE

Mr. Wallace has over 15 years of progressive responsibility in municipal and private development infrastructure design including paving and grading design, storm sewer design and analysis, water design, sanitary sewer design, and plat preparation. Mr. Wallace is intimately familiar with various city, county, and state regulations including ADA/TAS accessibility standards, AASHTO, FEMA, FHWA, TxDOT, and TCEQ. Mr. Wallace has been the project manager and/or engineer of record on the following representative projects:

Water and Wastewater Projects

- **12-Inch Water Main for the Johnson County Special Utility District – Alvarado, TX**
Design included 3,000 LF of 12-inch water main and connection to the existing main.

Roadway Projects:

- **City of Arlington Residential Rebuild – Arlington, TX**
Replace 3,500 LF of asphalt residential street with concrete including water, sanitary sewer, and storm sewer.
- **City of Plano Residential Rebuild – Plano, TX**
Replace 4,800 LF of asphalt residential street with concrete including water, sanitary sewer, and storm sewer.
- **Alexis Court Roadway Extension – Mansfield, TX**
Extension of Alexis Court with 770 LF of concrete residential street including water, sanitary sewer, and storm sewer along with an additional 500 of new residential streets as well as water, sanitary sewer, and storm sewer.
- **Additional Projects:** These are projects that Mr. Wallace has served as a critical member of the design team.
 - **Abram Street** – Arlington, Tx
 - **Curry Road** – Arlington, Tx
 - **Harris Road** – Arlington, Tx
 - **Broad Street** – Mansfield, Tx
 - **Day Miar Road** – Mansfield, Tx
 - **Golden Triangle Boulevard** – Fort Worth, Tx

Land Development:

- **New City of Fort Worth Patrol Station and Impound Lot Feasibility Study – Fort Worth, TX**
Feasibility Study for an approximate 60-acre site in Fort Worth for multiple phases within the site. Infrastructure, building sizes, outdoor storage, security, accessibility, and detention were considered and documented in the Feasibility Study.
- **Manufactured Housing Developments**
Engineering design for the expansion of existing communities including roadways, underground storm sewer, detention ponds, site grading, water mains, sanitary sewer lines and construction administration.
 - **Legacy Housing Subdivision – Venus, TX** (80 home sites)
 - **Pleasant Point – Alvarado, TX** (320 home sites)

DAMON SAMS, PE**EDUCATION**

B.S., Civil Engineering, Texas A&M University, 2001

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

Professional Engineer, Texas, (#98344), 2006

Professional Engineer, Virginia, (#55523), 2015

AREAS OF EXPERTISE

Mr. Damon Sams, PE has program management and technical experience in the following general areas:

- Wastewater Collection System Design
- Wastewater Treatment System Design
- Water Distribution System Design
- Water Treatment System Design
- Paving and Drainage System Design
- Discharge Permitting

REPRESENTATIVE EXPERIENCE

Mr. Sams has over 20 years of experience and progressive responsibility in environmental and civil engineering consulting. His qualifications skills include design, review, construction document preparation, cost estimating, and evaluation of a variety of water, wastewater, and drainage projects. He also has experience with construction management for wastewater treatment and collection facilities. The clientele served consists of numerous municipalities including the Cities of Teague, Elgin, New Braunfels, and Little Elm as well as private agencies such as the Canadian National Railway, BNSF Railway, and Dominion Energy. He currently serves as a Design Engineer designing, managing construction, and evaluating various water, wastewater, and drainage projects.

City of Teague, 2019 CDBG Sewer Improvements (Lift Station and Sewer Main) – Teague, TX

Mr. Sams served as the Design Engineer for this TxCDBG funded project that included the demolition of the existing Jefferson Street lift station with a new fiberglass wetwell and valve vault, including relocation of pumps and control panel and security fencing. The project also included replacement of approximately 2,000 lf of 8" sanitary sewer main and manholes. TRC provided the topographic survey, engineering design, construction bidding services, construction administration and grant documentation support.

City of Teague, Elm Street Sanitary Sewer Improvements – Teague, TX

Mr. Sams served as the Design Engineer for this project that included the replacement of approximately 900 LF of existing sanitary sewer with 8" sanitary sewer by pipe bursting. TRC provided the topographic survey, engineering design, bidding services and construction administration.

Wastewater Treatment Plant Expansion - Little Elm, Texas

Project included design of a 1.0 MGD wastewater treatment plant expansion, including new aeration basin, clarifier, aerobic digester, blower upgrades, chemical feed system replacement, belt filter press rehabilitation, reuse water pump station and storage tank, UV disinfection system improvements, pump replacement, and odor control system. Included coordination with all electrical, structural and geotechnical subcontractors.

Clover Power Station - Dominion Energy

Design of a 1.2 MGD wastewater pump station, including pumps and control system, concrete structure, influent channels with stop gates, overflow weir gates, flow split box, and associated piping and valving.

BNSF Cherokee Yard Industrial Wastewater Upgrades – Tulsa, Oklahoma

Project included evaluation and design of an industrial wastewater treatment facility, consisting of grit removal, oil/water separation, lift station pump design, surge tank design, metering manhole and associated piping and valving.

Sam McKenzie Water Reclamation Facility - New Braunfels, Texas

Design of a new 2.5 MGD wastewater treatment plant including mechanical screens, raw sewage lift station, aerated grit basin, aeration basins with biological phosphorus removal, final clarifiers, tertiary filters, aerobic digesters with membrane thickeners, belt filter press, blower building, administration building, chemical feed building, and SCADA system for plant controls. Coordinated with all subcontractors including surveying, electrical, structural and geotechnical. Prepared a preliminary engineering report and design memorandum.

Wastewater Treatment Plant Expansion - Rockdale, Texas

1.5 MGD wastewater treatment plant expansion, including design of the aeration system for the proposed sequencing batch reactor, post-equalization basin and aerobic digesters. The existing treatment facility was converted into a sludge treatment unit.

Sabine Creek Wastewater Treatment Plant - Royse City, Texas

Design of a new 1.5 MGD wastewater treatment plant including raw sewage lift station, screening structure, aeration basins, tertiary clarifiers, chlorine contact basins, sludge holding basin, sludge thickener, belt filter press, laboratory/office building, and SCADA system for plant controls.

Wastewater Treatment Plant Improvements - Elgin, Texas

Consisted of adding a mechanical bar screen to replace the existing manual screen at the wastewater treatment plant. Also included a washer/compactor and discharge piping.

Water Treatment Plant Expansion – Olmito, Texas

1.0 MGD rehabilitation and expansion of the existing water treatment plant, including expansion of the raw water forebay and new raw water pump station. Also included rehabilitation of existing treatment unit equipment and the addition of a new unit, consisting of flash mixer, flocculators, settling tubes and mixed media deep bed filters.

Water Treatment Plant Expansion - West Tawakoni, Texas

1.5 MGD water treatment plant rehabilitation and expansion, including removal of the existing package clarifier/gravity filter unit and the addition of two new solids upflow clarifiers and gravity filter units. The raw water intake structure and pumps were replaced and a new sludge holding basin was added.

Water Treatment Plant Expansion – Canyon Lake, Texas

Expansion of the Triple Peak WTP, consisting of adding a 1.0 MGD treatment unit and clearwell, new chemical feed building, and expansion of the sludge lagoon. Also included the design of paving, grading, and retaining walls on the site.

Water Treatment Plant Expansion – Canyon Lake, Texas

The project consisted of the expansion of the Park Shores WTP by adding two 2.0 MGD treatment units and solids upflow clarifiers to the site and expanding the sludge holding lagoon.

Water Distribution System Expansion – Frisco, Texas

Team member for design of two 10.0 MG partially buried ground storage tanks and a high service pump station. Project included layout of the site with paving, drainage, overflow protection and yard piping layout.

Water/Wastewater Distribution and Collection Systems – Multiple Clients

Team member and project engineer in developing the PS&E packages for various water and sanitary sewer systems; projects include more than 50,000 LF of 6"- 48" sanitary sewer mains, 22,000 LF of 4"-36" water mains, four high service water pump stations, and six sanitary sewer lift stations in multiple locations including Frisco, Lucas, Sachse, West Tawakoni, Olmito, Pantego, Hutchins, Ennis, Groesbeck, Ponder, Royse City and Fate, Texas.

TCEQ Discharge Permits – Multiple Clients

Experience includes application preparation for new permits, permit renewals, and major amendments to existing permits.

SPECIALIZED TRAINING

- Railroad Contractor Safety Training (e-Railsafe)

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers

DAGMAWI GEREMEW, P.E.

EDUCATION

B.S., Civil Engineering, University of Texas at Arlington, 2013

PROFESSIONAL REGISTRATIONS/CERTIFICATIONS

Professional Engineer, Texas (#132546) 2018

AREAS OF EXPERTISE

Mr. Dagmawi Geremew, P.E. has technical experience in the following general areas:

- Storm Sewer Design
- Sanitary Sewer Design
- Water Distribution Systems
- Road and Trail Design
- Preparation of Construction Plans and Specification.
- Construction Management
- Solar Panel Site Design

REPRESENTATIVE EXPERIENCE

Mr. Geremew has over 7 years of experience and progressive responsibility in civil engineering, consulting, and construction management. Mr. Geremew background includes experience assisting various private and public-sector clientele in various development projects. This includes single family development, waster and wastewater design, public park design, roadway and grading sites, and solar panel site design.

The Meadows at Jacobs Reserve Section 5, D.R. Horton, Montgomery Texas (Project Role: 2013-2014)

The Meadows Section 5 is a single-family development housed in the much larger Jacobs Reserve Development located just outside of Conroe, Texas. Mr. Geremew designed the grading, sanitary sewer, water and storm systems that would service the 75 lots housed in this development. The sort of design included calculating the drainage from the site and sizing the storm pipes based on flow capacity and hydraulic grade line.

Rivendale by the Lake Phases 2-4, D.R. Horton, Hackberry ETJ, Denton County, Texas (Project Role: 2014-2015)

Rivendale is a multiple phase single family development project located in the extended territorial jurisdiction of Hackberry, Texas. The project itself contained 7 phases of 110+ lots each. Mr. Geremew was assisted with the design, plan preparation and construction management of phases 2, 3, & 4 while assisting in the design for phase 5. These projects included storm-water, sanitary, water design, and construction management along with roadway and grading.

Phase 1 Lot Services, Boot Ranch, Fredericksburg, TX (Project Role:2015-2016)

In this project, the developer decided to subdivide several existing lots into smaller lots to aid in



sales in an already completed phase. This meant new water and sanitary services had to be installed for these new lots. Mr. Geremew was tasked with finding the most cost-effective way to serve these lots. Mr. Geremew went through as-built plans to locate the utility mains then place to services according to City of Fredericksburg's and TCEQ guidelines. Mr. Geremew also estimated the projected costs, wrote the spec-book, then reviewed bids and submittals for the project, in addition to preparing and QA/QCing the construction plans. At the end of the project Mr. Geremew performed a final walk through to ensure these services were installed per plans.

Boot Ranch, Lower Residential Phase 1-3, Fredericksburg TX (Project Role:2016-2017)

Lower Residential Phase 1 is a 32.50-acre development housed inside the much larger 2000+ acre development of Boot Ranch, located just outside of Fredericksburg TX. This project contained water and sanitary utility design, paving design as well as drainage design. It also incorporated what is the largest putting green in Texas. Mr. Geremew was fortunate enough to design the grading for this site. This project presented some unique challenges with really varied soil conditions primarily from previous grading that had been done on the site many years ago. These included dry ponds and small dams used to control storm flow. This meant there would need to be a lot of soil that needed to be moved throughout the site, and an overall shortage of soil for this project. There was a pond adjacent to this project that needed to be dredged to offer a better fish ecosystem as well as a more aesthetic appearance. This dredged soil allowed the project to balance out the dirt requirement. While phase 1 of this project has been completed, Mr. Geremew designed through phase 3. As this project progresses Mr. Geremew be instrumental in the construction management.

Transcona Rail Yard Industrial Wastewater Upgrades, Canadian National Railway (October 2018-December 2018)

Mr. Geremew acted as an on-site construction supervisor ensuring construction proceeded according to plan, assisted in troubleshooting any problems that arose as well as helped coordinate construction activities with Canadian National. After the completion of the construction Mr. Geremew operated the wastewater treatment plant in order to fine tune and troubleshoot any additional issues that arose with the upgraded components.

Phase 2.1-2.3, Boot Ranch, Fredericksburg, TX (Project Role:2018-2020)

Sections 2.1-2.3 is over 150acre expansion of Boot Ranch that housed luxury single family residence. This expansion over 15,000lf of pavement as well as water, sanitary and storm sewer lines. Phase 2.3 also required a sanitary sewer lift station that was to be designed for the handle the remainder of the boot ranch development according to TCEQ requirements. Mr. Geremew helped design Phase 2.1 and was the primarily design engineer for Phase 2.2 and 2.3. As well as performed the construction management duties since as spec book preparation, conducted the bid, reviewed bids, submittals, and pay applications.

Yuma & Myoma Yard Irrigation Project, UPRR (Project Role:2019-Ongoing)

Yuma & Myoma yards are two separate irrigation compounds owned by UPRR located just outside of Palm Springs, CA. The project included the rehabilitation of the irrigation yards as well as the replacement of the approximately 20miles of irrigation line associated to the yards. Mr. Geremew was the lead engineer in the preparation of the civil plans as well as performed the construction management duties for the project.

CESAR MORAN, P.E.**EDUCATION**

B.S., Chemical Engineering, Universidad Rafael Urdaneta, 2006

M.S., Environmental Engineering, Texas A&M University-Kingsville, 2012

PROFESSIONAL REGISTRATIONS

Professional Engineer, Texas (No. 136417), 2019

AREAS OF EXPERTISE

Mr. Moran, PE, has over 6 years of progressive experience in:

- Municipal Engineering
- Water Supply/Distribution and Sanitary Sewer Systems
- Odor and corrosion control
- Pipeline condition assessment
- Water and Wastewater Treatment Facilities Design and Operation
- Construction Administration and Inspection
- Project Management and Client Relations
- Irrigation mains design and permitting
- TPDES permitting

REPRESENTATIVE EXPERIENCE

Mr. Moran has over 7 years of experience and progressive responsibility in civil and environmental engineering project management. His qualifications include planning, field investigation, design, cost estimating, and permitting. Mr. Moran's background includes field inspections, estimating, construction management and design in municipal, private residential and commercial development and Industrial Wastewater and Stormwater improvements for rail yards. Mr. Moran's experience in infrastructure design includes water and wastewater supply and treatment facilities, water mains and sanitary sewer design, pipeline condition assessment and irrigation mains design and permitting. He currently serves in the capacity of Project Manager for the Design Management Services Division. Mr. Moran has been the project manager, project engineer and/or engineer of record on the following representative projects:

Water Supply and Wastewater Projects

- **Choke Canyon Reservoir – Calliham, TX**
Provided construction oversight on behalf of the City of Corpus Christi for various repairs and improvements identified by City and Bureau of Reclamation including, but not limited to crane repairs, soil erosion control, electrical system repairs, spillway operator motor brake repair, emergency spillway and low flow outlet controls, instrumentation repairs life safety improvements and other miscellaneous improvements required to maintain the 40-year-old structure and to comply with federal statutes.
- **Wesley E Seale Dam – Mathis, TX**
Provided construction oversight on behalf of the City of Corpus Christi for this project which provides a new dewatering system at Wesley Seale Dam, it will protect the integrity of Wesley Seale Dam system (1957), to provide for proper inspection and maintenance of crest gates and seals pursuant to regulatory reports per TCEQ. Project will also provide for necessary improvements to the gates including seal replacement, miscellaneous structural repairs, full gate reconstruction and application of a protective coating system for new gates. The gate reconstruction will be completed in 6 phases.
- **Nelson Lake Estates – Rockwall, TX**
In charge of preliminary design and permitting for a lift station intended to serve a 260-lot development. Prepared calculations and preliminary plans for submission to the City of Rockwall for review.
- **Greenawalt Estates – Seagoville, TX**
Provided client assistance with TCEQ regulations for lift station location and 2,000 LF of force main routing within and outside of a new 219 lot development. In charge of calculations and preliminary plans for submission to the City of Seagoville for review.

- **Denton Creek Regional Wastewater System Odor Control Improvements, Phase 3 – Roanoke, TX**
In charge of preliminary design for an odor control system to treat foul air emitted from Aeration Basin Inlet Channels and Splitter Box. Prepared calculations and preliminary plans for submission to the prime consultant and Trinity River Authority for review.
- **Post Oak Wastewater Treatment Plant Aeration Basin and Fine Screens Improvements – Sherman, TX**
In charge of design, construction administration and client/subconsultant management for this project that intends to provide improvements such as replacement and actuation of hydraulic gates and telescoping valves on the aeration basins and bioclarifiers, replacement of a screw pump and Parshall flume at the RAS lift station and a new electrical building.
- **Rowlett Creek Wastewater Treatment Plant Primary Effluent Lift Station Improvements – Garland, TX**
In charge of preliminary design and calculations to downsize a 30" gate valve to decrease the time and effort it takes plant personnel to throttle flow to the equalization basin
- **Bell Gin Wastewater Treatment Plant Permitting– Georgetown, TX**
In charge of engineering calculations addendum to permit a plant for a new development in Georgetown, TX
- **Public Water System Permitting (30 TAC 290, Subchapter D) on new developments, Sam Rayburn Estates Phase I– Brookeland, TX**
In charge of evaluation of current state, calculations and preliminary design for compliance of an 80 gpm potable water system intended to serve 80 lots in Brookeland, TX.

Irrigation Projects

- **Villages of Hurricane Creek, Phase I– Anna, TX**
In charge of design, calculations, permitting and coordination of an alternative water system to be installed in Anna, TX to supply irrigation water for common areas. This system entailed 2,000 LF of HDPE DR-11 pipe, a 150-gpm groundwater well and a 1,600-gpm pump station, oversized for future phases.
- **Polo Ridge, Phase I – Mesquite, TX**
In charge of design, calculations, permitting and coordination of an alternative water system to be installed in Mesquite, TX to supply irrigation water for common areas. This system entailed 1,500 LF of HDPE DR-11 pipe, a 150-gpm groundwater well and a 1,200-gpm pump station, oversized for future phases.
- **Polo Ridge, Phase I – Mesquite, TX**
In charge of design, calculations, permitting and coordination of an alternative water system to be installed in Mesquite, TX to supply irrigation water for common areas. This system entailed 1,500 LF of HDPE DR-11 pipe, a 150-gpm groundwater well and a 1,200-gpm pump station, oversized for future phases.

Pipeline Condition Assessment Projects

- **Draper WTP 72" Transmission Main Inspection – Norman, OK**
In charge of planning, coordination, client management, scheduling and budgeting for a 7.5-mile pipeline inspection using electromagnetic and visual and sounding tools to assess the condition of the above mentioned pre-stressed concrete cylinder pipeline. Pipe verification was also conducted under the same project to analyze unburied pipes and confirm their stress level for replacement.
- **Comanche Peak 48" Cooling Transmission Main Inspection – Glen Rose, TX**
In charge of planning, coordination, client management, scheduling and budgeting for an 8-mile pipeline inspection using leak detection tool SmartBall® to locate suspected leaks on the pipeline.

SPECIALIZED TRAINING (Current)

- eRailSafe Certification (BNSF, CSX, CP, UP, CN)
- BNSF Contractor Orientation Course
- CSX Roadway Worker Protection



Statement of Qualifications

CITY OF BRECKENRIDGE, TEXAS

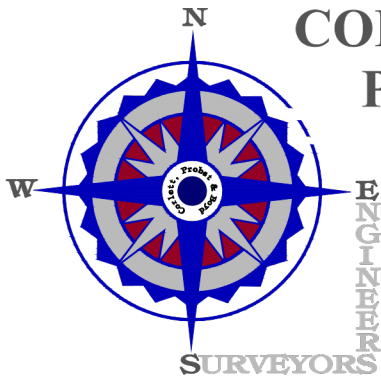
RFQ for Engineering/Architectural/Surveying Services
for Application and Project Implementation
of 2023 Community Development Downtown
Revitalization/Main Street Program
and the 2023 Texas Community Development
Block Grant Program

February 2, 2023



**Corlett,
Probst
& Boyd, PLLC**

4605 Old Jacksboro Highway
Wichita Falls, Texas 76302
(940) 723-1455



CORLETT, PROBST & BOYD

Devin G. Smith, P. E., R.P.L.S.
President

Texas Registered Engineering Firm F-279
Texas Licensed Surveying Firm 100541-00

February 2, 2023

City of Breckenridge
105 North Rose Ave.
Breckenridge, Texas 76424

Dear Ms. Northrop and Evaluation Committee,

Corlett, Probst & Boyd, P.L.L.C. is pleased to respond to your Request for Qualifications for the necessary services required for the City's application for funds and, if awarded, the project implementation for 2023 Texas Down-town Revitalization and Main Street Program and for the 2023-2024 Texas Community Block Grant of the Texas Community Development Block Grant Program of the Texas Department of Agriculture.

Firm Name: Corlett, Probst & Boyd, P.L.L.C.
Texas Registered Engineering Firm F-279
4605 Old Jacksboro Highway
Wichita Falls, Texas 76302
Phone: (940) 723-1455

Contact: Devin G. Smith, P.E., R.P.L.S
Phone: Office (940) 723-1455 Cell (940) 631-1348
Email: devin@cpbwf.com

We appreciate the opportunity to work with the City of Breckenridge as we have with past city projects. Upon reward of a contract, we stand ready to begin work on the application process for projects within the Texas Community Block Grant Programs.

Sincerely,

Corlett, Probst & Boyd, PLLC

Devin G. Smith, P.E., R.P.L.S.

COMPANY PROFILE

Founded in 1922 by Ross H. Corlett, Sr., CPB has been in continuous operation in Wichita Falls since its inception. We take great pride in our 100 years of unmatched surveying and engineering services to municipalities in the North Texas region and throughout the State of Texas.

Our Vision and Mission

Corlett, Probst & Boyd's mission and vision focus on reliable, excellent engineering design and surveying services at the most economical position for our clients. We accomplish this through the use of seasoned professionals combined with qualified support staff, and further enhanced by our long-term relationships developed with our municipal clients. In most instances, CPB has provided most of the engineering work in the municipality, which provides an unmatched familiarity with the city's needs.

Our professional staff includes three Registered Professional Engineers with between 20 and 50 years of experience, as well as two engineers-in-training. Two of the firm's Professional Engineers are also Registered Professional Land Surveyors. Our field staff includes three survey parties led by party chiefs who combined experience exceeds 50 years. All of our survey parties are equipped with electronic robotic total stations and data collectors. We also equip all crews with global positioning system (GPS) equipment. The drafting staff consists of six draftsmen who utilize the latest release of AutoCAD Civil 3D engineering and surveying software to generate computer-aided designs and drawings.

CPB has unmatched surveying and engineering experience including the design of water supply and distribution systems, wastewater collection and treatment systems, and paving and drainage improvements in the North Texas area. Our team has designed projects varying in size from individual systems to major improvements for both municipal and private clients including the City of Olney, City of Henrietta, Wichita Valley Water Supply Corporation, Graham East Water Supply Corporation, Windthorst Water Supply Corporation, Archer County Municipal Utility District, City of Burkburnett, City of Holliday, City of Bryson and the City of Wichita Falls.

Funding sources for these projects include the Texas Department of Agriculture Community



Development Block Grant (TxCDBG) Program for Rural Texas, the Texas Water Development Board's SRF Loan Program, USDA loans and grants. Most of the projects completed by our firm can be classified as one of the following types or a combination thereof: land planning and subdivision, site development, drainage, storm water detention, water and wastewater treatment facilities, water transmission and distribution systems, wastewater collection systems, urban streets, rural roads, and solid waste disposal.

CPB's team is uniquely qualified to provide the proposed civil engineering services the City of Breckenridge seeks to both secure and implement projects through the 2023-2024 Texas Community Development Block Grant Program for city-wide projects including water/sewer line replacement, street reconstruction, utility work benefiting the City of Breckenridge's service area. Our team would be honored, if selected, to represent the interests in the City of Breckenridge as it seeks federal funding to enhance the quality of life for all Breckenridge residents.

SCOPE OF SERVICES

We have experience with numerous federally and state funded municipal projects including Housing and Urban Development and Texas Department of Housing and Community Affairs projects. The communities serviced include City of Bryson, City of Holliday, City of Megargel, City of Seymour, City of Olney, City of Newcastle, City of Petrolia, and the City of Saint Jo.

Project Scope and Approach

The services provided by CPB to the City of Breckenridge will be divided into three phases: Preliminary Studies, Preparation of Detailed Plans and Specifications, and Construction of Improvements.

Phase 1 Preliminary Studies

Phase 1 will consist of performing the preliminary studies necessary to outline the proposed improvements. CPB will prepare, as required by the scope of the project, preliminary drawings and concept drawings to determine project feasibility and cost estimates of the various options, components, or portions of the proposed project. Initial application preparation activities we will provide include:

Tasks:

- Prepare grant application map and engineered cost estimates for your grant application
- Prepare preliminary and final design plans and specifications, including the design survey

Phase 2 Preparation of Detailed Plans and Specifications

Phase 2 will consist of preparing detailed plans and specifications and final cost estimates for the proposed project. This includes any meetings with City officials to provide structured reviews and to discuss concept plans, preliminary working drawings, and final plans. CPB will furnish any necessary data required for the development of applications or supporting documents for State or Federal Government permits, grants, or planning advances. CPB will perform any additional field investigations required to collect information needed in the design of the project not gathered in Phase 1.

Phase 2 also includes all bidding activities including furnishing bidding documents, providing the necessary documents to bidders, a pre-bid meeting to address

any questions or comments from interested bidders, preparation of addenda, assisting the City in receiving bids, and making a recommendation to the City regarding the bids received.

Tasks:

- Easement and other real property surveys if acquisition is required
- Prepare the bid package and coordinate the bid process and contract award

Phase 3 Construction of Improvements

Phase 3 will consist of the actual construction of the proposed improvements included in the detailed plans and specifications and any administration activities required to complete construction. This includes a preconstruction meeting with the representatives of the City and the Contractor, preparing routine change orders as required, preparing monthly and final estimates of payments, furnishing any necessary payment certifications, and performing a final inspection of the project with a City representative. After the final inspection, CPB will revise construction drawings to reflect any revisions, furnish the City with final "As-Built" drawings, and deliver all warranties, bonds, and operations and maintenance documents to the City.

Phase 3 also includes, at the request of the City, developing any changes, alterations or modifications to the project that are in the best interest of the City. Depending upon the City's needs and project requirements, resident project representation can be provided on an as-needed or full-time basis. Regular site visits for inspection of the project will be provided by the project engineer to ensure proper project construction.

Tasks:

- Review and approve change orders
- Administer construction oversight
- Conduct all field testing and inspections
- Prepare record drawings, to be provided to the City in both digital and print formats
- Other special engineering services required to complete the project

PROJECT EXPERIENCE

Corlett, Probst & Boyd PLLC has extensive experience in designing infrastructure improvements for clients throughout North Texas. CPB prides itself on completing project design and construction in a timely manner and within budget constraints.

Below is a list of the CDBG projects recently completed by Corlett, Probst & Boyd. Our company has been assisting local communities with CDBG projects for decades.

City of Olney: Wastewater Collection System Improvements TCDP Project #7219319

Year: 2020

Final Contract Amount: \$289,794

Project Scope: Replace 2,923 LF of existing 12" sanitary sewer with new 15" SDR 26 PVC and installed 8 manholes.

Loving WSC/Young County: Waterline Improvements TCDP Project # 7219481

Year: 2020

Contract Amount: \$240,500

Project Scope: Replaced 3,400 LF of 2" PVC, 5,220 LF of 4" PVC, 410 LF of 6" PVC, constructed a new water storage tank.

City of Burkburnett: Paving and Water Improvements TCDP Project # 7219051

Year: 2020

Final Contract Amount: \$203,120

Project Scope: Paving overlay on Kelly St, Campbell St, and E 4th St, 6" PVC waterline installation

City of Megargel: Street Improvements TCDP Project # 7219279

Year: 2020

Final Contract Amount: \$240,477

Project Scope: New 2" overlay on 4th St and Elm St.



Olney Water Treatment Plant (2022)

City of Holliday: Street and Sewer Improvements 2019-2020 TCDP Contract No. 7220190

The project construction budget was \$381,120

Sewer and Street reconstruction

Complete December 2022

City of Bryson: Water Well 2019-2020 TCDP Contract No. 7220060

The project construction budget is \$231,622

Water well drilling plans.

Additionally, our engineering team performs waterline design on a regular basis for municipal, commercial, and private developments.

LOCAL GOVERNMENT CLIENTS & REFERENCES

Municipalities

Daniel Nix

Utilities Operations
Manager
City of Wichita Falls
4801 Big Ed Neal Drive
Wichita Falls, Texas 76307
(940) 61-1153

Arpegea Pagsuberon

City Administrator
City of Olney
201 E. Main Street
Olney, Texas 76374
(940) 564-2102

Michael Whaley

Public Works Director
City of Burkburnett
501 Sheppard Road
Burkburnett, Texas 76354
(940) 569-2263

Gerri McDonald

City Secretary
City of Holliday
P.O. Box 508
Holliday, Texas 76366
(940) 586-1313

Water Supply Corporation & Utility Districts

Danny Parker

Manager
Wichita Valley WSC
P.O. Box 550
Holliday, Texas 76366
(940) 723-6394

Linda Lam

Board President
Archer County M.U.D.
15198 FM 1954
Wichita Falls, Texas 76310
(940) 691-0834

Teresa Veitenheimer

Manager
Windthorst WSC
P.O. Box 112
Windthorst, Texas 76389
(940) 423-6685

State Agencies

Rafael Castro, P.E.

Texas Water Development Board
801 West Kearney, Ste. 200
Mesquite, Texas 75149
(972) 289-9890

Other

Doug McCulloch, Owner

Douglas Custom Homes
4116 Call Field Rd.
Wichita Falls, Texas 76308
(940) 386-1920

Steve Wood, Principal

Bundy, Young, Sims & Potter
1005 Ninth Street, Ste. 200
Wichita Falls, Texas 76301
(940) 761-2404

CPB TEAM

The success of any project depends largely on the experience and capabilities of the personnel assigned to the project team, and their ability to work together efficiently.

The CPB team will utilize our engineering and surveying experience to complete project designs, plans, and specifications. Our experience producing development plans from initial concept to final design with minimum construction costs will be an invaluable asset for our team. Various support personnel will be utilized as needed for engineering support, drafting, surveying, and clerical tasks. CPB has qualified staff to complete multiple projects with our workload. A partial list of CPB support personnel followed by detailed resumes for key team members are below.

CPB Personnel List

- Devin G. Smith, P.E., R.P.L.S.President, Project Engineer
- Richard Boyd, P. E., R. P. L. S.Project Engineer
- Josh Hartmangruber, P.E.Project Engineer
- Jessica L. Parks, E.I.T.Engineering Associate
- Kyler Norman, E.I.T.Engineering Associate
- Patrick T. McCarthy.....Survey Party Chief
- Jake WilliamsonSurvey Party Chief
- Garrett RangelSurvey Party Chief
- Barry WhiteSurvey Field Party
- Stephen Davis.....Survey Field Party
- Tyler KochSurvey Field Party
- Zachary Scribner.....Survey Field Party
- Jennifer Smith.....Clerical
- Beth KirklandClerical
- Traci WhiteClerical
- Hannah Ponder.....Clerical
- Walter Thompson.....CAD Technician
- Robert Halverson.....CAD Technician
- Paul TaggartCAD Technician
- Ian Milunas.....CAD Technician
- Eileen PerryCAD Technician
- Jonathan Evans.....CAD Technician



CPB TEAM



Devin G. Smith, P.E., R.P.L.S.

President, Project Manager

Education

Master of Science in Civil Engineering, Texas Tech University
Bachelor of Science in Civil Engineering, Texas Tech University

Professional Registration

Registered Professional Engineer Texas #84012
Registered Land Surveyor Texas #5849

Professional Experience

- 28 years of engineering and surveying experience in North Texas
- Performed Texas Commission on Environmental Quality permitting and compliance design for commercial waste processing and disposal companies as well as dam safety compliance for Wichita Falls ISD and the Windthorst Water Supply Corporation.
- Performed comprehensive storm water analysis master planning, conveyance, detention, and treatment system designs for residential, commercial, schools, and municipalities.
- Performed sanitary sewer collection system hydraulic analysis, master planning and rehabilitation for the cities of Wichita Falls and Lawton, Okla.
- Performed water distribution, pumping, and storage facilities analysis and design for the City of Wichita Falls Windthorst Water Supply Corp and Argyle Water Supply Corp.
- Performed commercial development design including water, sewer, pavement, drainage, grading, utility, and stormwater detention.
- Performed residential subdivision planning and infrastructure in Wichita Falls, Holliday, Burkburnett, Iowa Park, and Henrietta.
- Surveying activities include boundary surveys, well locations, construction staking, topographical and ALTA surveys.

Professional Organizations

Texas Society of Professional Engineers
Texas Society of Professional Surveyors
American Society of Civil Engineers

CPB TEAM



Richard K. Boyd, P.E., R.P.L.S.

Professional Engineer

Education Bachelor of Science in Civil Engineering, Kansas State University

Professional Registrations

Registered Professional Engineer Texas #35049

Registered Land Surveyor Texas #3662

Professional Summary

Mr. Boyd has over 40 years of engineering and surveying experience including the design of water, wastewater, street, and drainage systems.

Professional Experience

- Performed wastewater system design including sewer line replacement and extension, treatment facilities, and infiltration studies for Wichita Falls, Petrolia, Graham, Burkburnett, Henrietta, Nocona, Electra, Henrietta, Olney, Tolar, Woodson, and Throckmorton.
- Performed water system design including distribution lines, pump stations, raw water intake structures, and treatment facilities for Wichita Falls, Petrolia, Graham, Burkburnett, Bryson, Nocona, Electra, Henrietta, Olney, Cisco, Wichita Valley WSC, and Friburg-Cooper WSC.
- Performed paving and drainage design including reservoir evaluation, stormwater detention, site grading, paving and drainage reconstruction, and sidewalk and curb and gutter replacement for the cities of Burkburnett and Graham.
- Completed permit applications for solid waste disposal sites for the City of Graham.
- Performed residential development design including preparing plans and plats for lots, water, sewer, paving, drainage, and stormwater detention for subdivisions in Wichita Falls, Burkburnett, Henrietta, and Olney.
- Performed commercial development design including preparing plans and plats for water, sewer, paving, drainage, parking, and stormwater detention for apartment projects and commercial developments.
- Designed various recreation facilities including parks and swimming pools for the City of Throckmorton and Cisco, and the layout of an 18-hole golf course and irrigation system for the City of Burkburnett.
- Surveying activities include boundary surveys, well locations, construction staking, and topographical surveys.

Professional Organizations

Chi Epsilon, an Honorary Civil Engineering Fraternity

Texas Society of Professional Engineers

National Society of Professional Engineers

Texas Society of Professional Surveyors

CPB TEAM



Joshua A. Hartmangruber, P.E.

Project Engineer

Professional Experience

- Project Engineer, Corlett, Probst & Boyd P.L.L.C. (Nov 2020 to present)
 - Civil site design, (public utilities, site grading, SW3P and Stormwater Detention)
 - Municipal Water Treatment Plant design for Wichita Valley Water Supply Corporation and the City of Olney.
 - Design of roadway plans for contracted municipalities.
 - Preparation of Engineering and Surveying proposals.
 - Perform job cost analysis monthly and work to correct inefficiencies.
 - Designed a job tracking system to ensure on time delivery for surveys.
- Transportation Engineer, TxDOT, Graham Area Office, Graham, TX (March 2018 to Aug. 2018)
 - Project management of all construction projects in the four county Area.
 - Review all payments for construction projects.
 - Perform all inspections that are required for construction projects.
 - Verify that all work being done on a construction project is according to the plans and applicable specification.
 - Keeping detailed notes on project development for Area Engineer and Construction Office
- Engineering Assistant III, TxDOT, Graham Area Office, Graham, TX (April 2014 to March 2018)
 - Keeping track of monthly estimate reports using SiteManager.
 - Testing of materials such as concrete, flexible base, and aggregate.
 - PS&E preparation
 - Perform all inspections that are required for construction projects.
 - Verify that all work being done on a construction project is according to the plans and applicable specification.
 - Keeping detailed notes on project development for Area Engineer and Construction Office
- Engineering Assistant I, TxDOT, Wichita Falls District Design Office, (July 2013 to April 2014)
 - Ensuring environmental and utility coordination with plan preparation.
 - PS&E preparation
 - Drafting
 - Preparing cost estimates for road projects
 - Keeping detailed notes on project development for design Engineer and transportation planning and preparation office.
- Layout Technician, Alcoa Howmet Castings, Wichita Falls, TX (June 2011 to June 2013)
 - Dimensional inspection of jet turbine impellers to blueprint requirements
 - Fixture/Blueprint correlation
 - Relate inspection results back to engineer
 - CMM operation
 - Data evaluation

Education

Bachelor of Science
in Mechanical Engineering
Midwestern State University

Professional Registration

Registered Professional Engineer
Texas

Professional Summary

Construction Engineer equipped with years of verifiable success managing road and bridge projects from inception to completion. Advanced ability to decipher and comprehend construction plans and develop drawings and specifications. Hard-working, capable professional with exceptional time management skills and keen attention to detail.

CPB TEAM



Jessica Parks, E.I.T.

Education Bachelor of Science in Civil Engineering with Environment Specialization, Southern Illinois University Carbondale

Certifications
Engineer in Training (EIT) Texas
Engineer in Training (EIT) Illinois

Professional Experience

- Engineering Associate, Corlett, Probst & Boyd, PLLC (Oct. 2019 to present)
 - New Water Treatment Plant for the City of Olney
 - New Storage Facility for Spare Feet Self-Storage
 - Drainage Improvements for Patterson Properties, LLC
 - Street Improvements for the City of Lakeside City
 - Expansion of Self-Storage for KO Storage
 - Water Distribution System Improvements for Loving Water Supply Corporation
 - Wichita Valley Water Supply Corp. Water Treatment Plant Replacement
 - Wastewater Collection Improvements for the City of Olney
 - Filtration Improvements for Windthorst Water Supply Corporation
 - City View ISD Expansion

Project Responsibilities

- Helping to complete plans and specifications
- Completing design calculations and using design software when applicable
- Ensuring compliance with TCEQ regulations
- Performing project research and site visits
- Inspector/Assistant to Resident Engineer, Illinois Department of Transportation, Ottawa, Il. (June 2019 to Aug. 2019)
 - Performed dynamic cone penetration tests
 - Assisted with field testing concrete and obtaining asphalt samples
 - Designed underdrain for entrance and exit ramps off of I-55
 - Measured and calculated quantities for pay items
 - Assisted with GPS surveying
- Intern, IMEG Corp., Ottawa, Il. (May 2018 to Aug. 2018)
 - Assisted with the I&M Canal RE-water project
 - Helped to complete several preliminary engineering reports for water treatment plants in surrounding towns
 - Performed topographic surveying, outlined property corners, and assisted with construction staking
- Intern, McClure Engineering Associates, Ottawa, Il. (May 2017 to Aug. 2017)
 - Observed the construction of roads, sidewalks, and curbs
 - Obtained site picture and measurements
 - Assisted with topographic surveying in U.S. Silica Sand mines

Leadership and Service

SIUC Senior Design, Project Manager, Sept. 2018 to May 2019

SIUC Concrete Canoe Team, Team Captain, Aug. 2016 to May 2018

American Society of Civil Engineers, Executive Board Member, Jan. 2016 to May 2018

CPB TEAM



Kyler Norman, E.I.T.

Education

Master of Science in Civil Engineering with Structural Specialization, The University of Oklahoma

Bachelor of Science in Civil Engineering,
The University of Oklahoma

Professional Certifications

Engineer in Training (E.I.T) Oklahoma

Engineer in Training (E.I.T) Texas

Professional Experience

- Engineering Association, Corlett, Probst & Boyd (May 2021 to present)
 - Assists with the preparation of project plans and specifications, design calculations, drawings, project research, and site visits.
- Past & Current Projects
 - Postel Credit Union Site Development. Developed engineering plans from conceptual site design to construction for a large commercial bank site.
 - Graham East Water Supply Water Treatment Improvements. Designed a solution to integrate chloramine treatment into an existing water supply system.
 - Holliday TCDP Street and Sewer Improvements. Designed, oversaw, and inspected improvements to the municipal street and sewer systems from conceptual design to full build-out.
 - Burton Dam Outlet Structure Modifications. Engineered a solution to raise the maximum water level of a client's lake. The project included modifications of the service and emergency spillways.
- Assistant Engineer, Olsson, Oklahoma City, Oklahoma (Feb. 2020- May 2021)
 - Designed Traffic Plans for multiple highways and municipal projects in Oklahoma.
 - Assisted with roadway modeling and design for sections of US-177.
 - Measured and calculated quantities for pay items, and developed engineers' estimates for projects.
 - Designed conceptual models and 3d renderings of large highway intersection projects.
 - Designed the traffic signals, wiring, and phasing plans for intersections along Perkins Rd. in Stillwater OK.



PROFESSIONAL ENGINEERING SERVICES

2023 DOWNTOWN REVITALIZATION/MAIN STREET PROGRAM | CDBG - TDA



CITY OF BRECKENRIDGE



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

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

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

2/2/2023

City of Breckenridge
Attn: Cynthia Northrop, City Manager
105 N. Rose Avenue
Breckenridge, Texas 76424

RE: 2023 Downtown Revitalization/Main Street Program | CDBG-TDA

Members of the Selection Committee:

JACOB | MARTIN is pleased to respond to the Request for Qualifications for the City of Breckenridge's 2023 Downtown Revitalization/Main Street Program Project. Breckenridge is home to one of our firm's Senior Principals – Tal Fillingim, PE, and home to one of our young rising stars who also grew up in Breckenridge – Emma Davis Meek, EIT. We understand the significance of this project and the importance to “deliver a return on investment” to the City of Breckenridge and its citizens on this high-visibility project. We understand clearly the scope of services the City is requesting. We feel the qualifications of our team, our local expertise and our methodology are best suited for the successful completion of this project.

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

Thank you again for considering our Statement of Qualifications. If you have any questions regarding our company, feel free to call us. I will be available at your convenience to meet with you to discuss our submittal and answer any questions you might have concerning our qualifications. We are excited about this opportunity and have the office and field staff ready to start immediately. Take a minute and hear what our clients have to say by scanning the QR code below with your phone's camera. Please contact me directly if you have any questions or if you need any additional information.

Regards,

Kirt Harle, PE
Senior Principal Engineer
kirth@jacobmartin.com



Municipal Testimonials



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

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

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



INTEGRITY
EXCELLENCE
TRUST

Section 1: Ability to Provide Service



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

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

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



About Us

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

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

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



What We Believe.

Integrity • Excellence • Trust

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

Our Services



ENGINEERING



ARCHITECTURE



SURVEYING



CONSTRUCTION



ENVIRONMENTAL

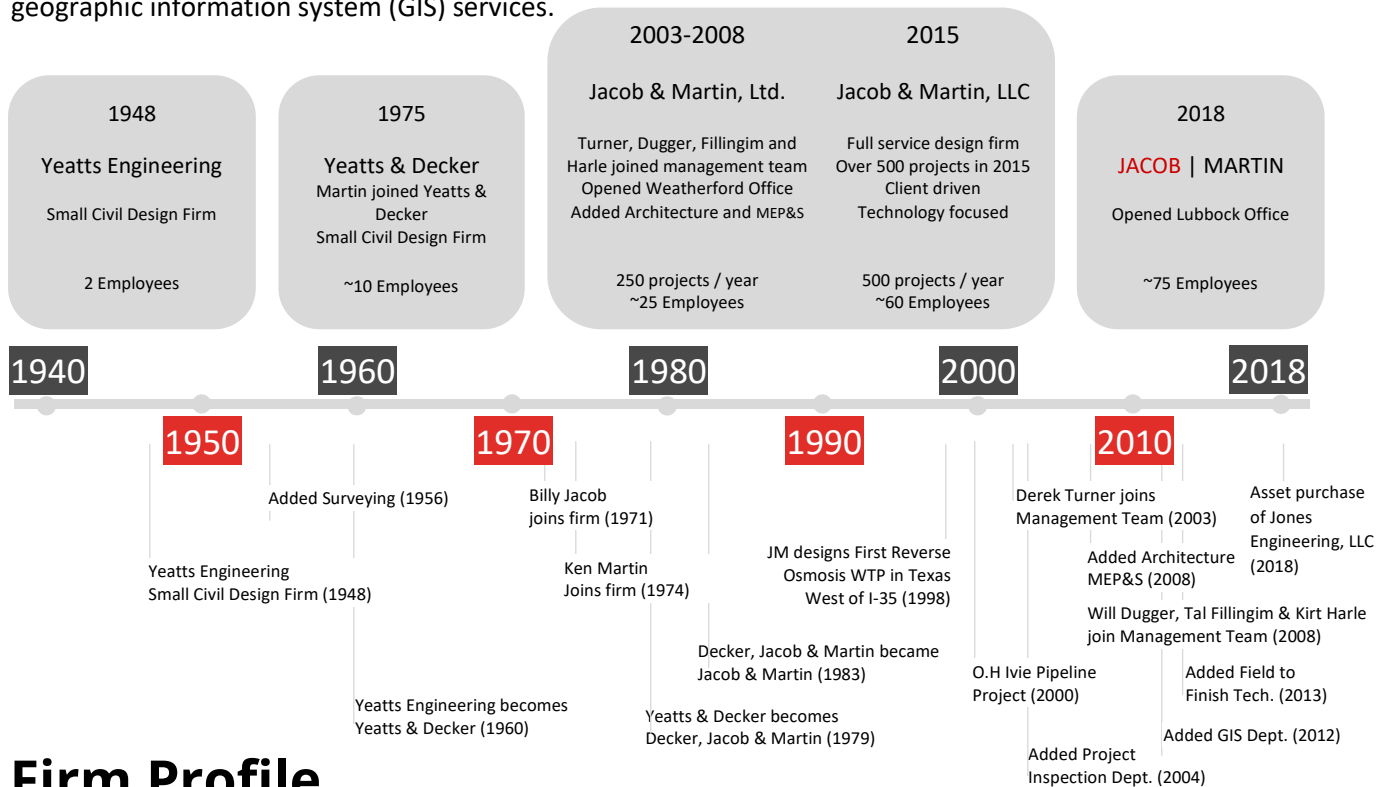


GIS



Company History

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



Firm Profile

Legal Name

Jacob & Martin, LLC

Address

3465 Curry Lane
Abilene, Texas 79606

Date of Formation

1948

Legal Description

Limited Liability Corporation

Team Members

JACOB | MARTIN

Corporate ID

DUNS #: 128010667
CAGE CODE: 5TYQ2

Point of Contact

Kirt Harle, PE
Principal Engineer
(325) 695-1070
kirth@jacobmartin.com

Firm Registrations

TBPE Firm #: 2448

TBAE Firm #: BR 2261

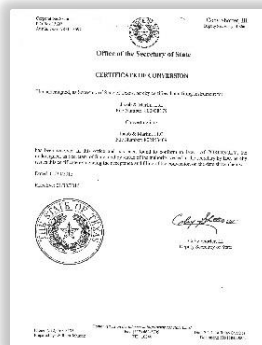
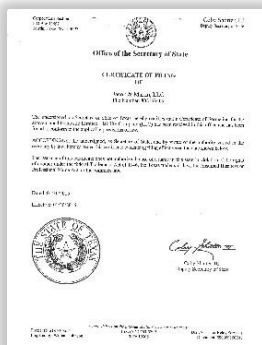
TBPELS Firm #: 10194493

3465 Curry Lane | Abilene, Texas 79606 | 325.695.1070



Financial Stability

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



Statement of Existence

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

Statement of Experience

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

Material Adverse Changes in Financial Position

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

Bankruptcy

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

Completion of Contracts

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

Violation of Laws

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



Summary of Experience

THE JM ADVANTAGE

ARCHITECTURE

JACOB | MARTIN provides architectural services across a wide variety of markets and applications including government, medical, education, multi-family, commercial/retail, higher education and industrial facilities. Our multi-disciplinary approach to delivering architecture projects improves communication internally and with the Client by engaging a subject matter expert during all phases of design.

MUNICIPAL ENGINEERING

JACOB | MARTIN was established in 1948 as a civil design firm. Our civil engineers provide numerous services to local governments and rural water systems for all types of public infrastructure including water, wastewater, storm water, streets and sidewalks. We also provide facilities for law enforcement, fire departments and parks & recreation.

LAND DEVELOPMENT ENGINEERING

JACOB | MARTIN provide services to private-sector entities for residential development projects and commercial land development, site selection, feasibility, planning and design, Zoning and Platting services, utility extensions, parking lot and roadway design and drainage analysis.

STRUCTURAL ENGINEERING

JACOB | MARTIN provides structural design services for new construction including foundation and structural design. Our engineers also provide structural evaluation of existing structures, retaining wall design and other structural design services.

MECHANICAL, ELECTRICAL, AND PLUMBING ENGINEERING

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

ENVIRONMENTAL ENGINEERING

JACOB | MARTIN's environmental and civil engineers are actively engaged throughout the Texas region on numerous environmental projects including industrial waste, landfill, wastewater treatment, permitting, spill prevention, and other regulatory issues.

SURVEYING & GEOGRAPHIC INFORMATION SYSTEMS

JACOB | MARTIN provides a wide range of surveying services including legal, topographic and construction staking services. We utilize state of the art equipment and proven technologies. We also provide a wide range of geographic information system (GIS) services for new and existing clients all over Texas.

MATERIALS ENGINEERING & TESTING

JACOB | MARTIN provides testing and construction observation services for concrete, soils, and asphalt materials. We design concrete mixes and provide a number of services to the construction industry including drilled pier inspection, rebar inspection and testing services for grout, mortar and other materials.



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Section 2: Project Approach

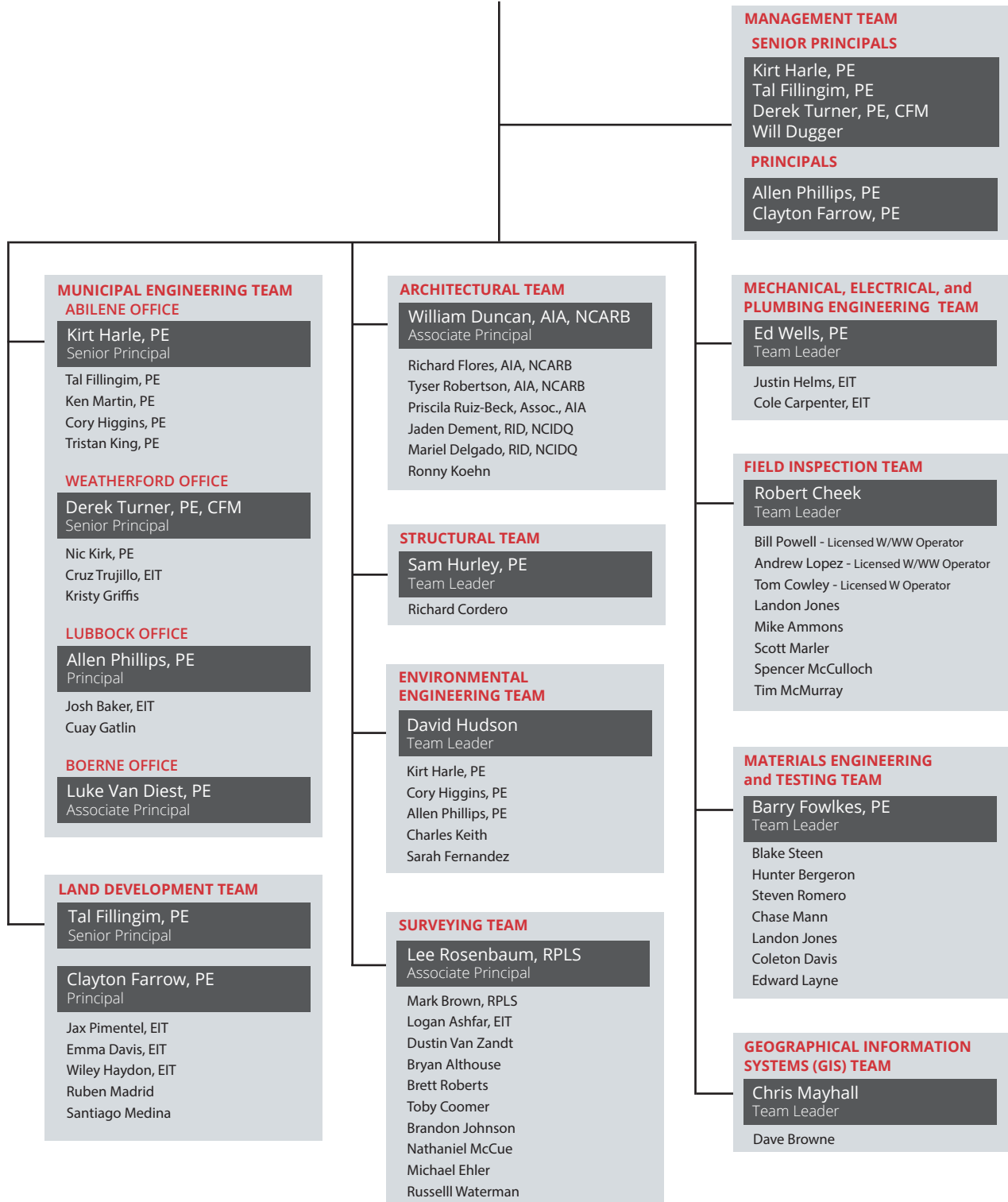


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Boerne, TX 78006
325.695.1070

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Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880





Project Approach

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

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

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



Project Scope of Services (Provided In-House)

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



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Section 3: Staffing Capabilities



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Kirt Harle, PE

Senior Principal Engineer - Civil Engineering Services



Education

B.S.in Civil Engineering
Texas Tech University, 2002
M.S.in Civil Engineering
Texas Tech University, 2003

Registrations

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

Expertise

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

Summary

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

Project Specific Expertise

Mr. Harle has designed and been the project manager for multiple sidewalk and paving projects. These projects include Fourth and Fisher Street Sidewalk improvements for the City of Goldthwaite. Mr. Harle has designed and overseen multiple sidewalk and paving rehabilitation projects that include existing pavement analysis, handicap accessibility evaluations, preparation of construction documents, as well as managing and overseeing construction of the sidewalk improvement projects.

Relevant Project Expertise

2022 - City of Snyder - Drainage Evaluations and Improvements
 2022 - City of Snyder - Seal Coat and Street Rehabilitation
 2021 - City of Big Spring - Seal Coat
 2021 - City of Snyder - 2020 Seal Coat
 2021 - City of Big Spring - Water Line Replacement
 2019 - City of Snyder - New WTP Rehabilitation
 2019 - City of Snyder - 37th Street Rehabilitation
 2019 - City of Snyder - Street Rehabilitation
 2018 - City of Goldthwaite - DRP Sidewalk Improvements
 2018 - City of Abilene - Water Master Plan
 2017 - City of Abilene - Industrial Blvd Water Line Replacement
 2015 - City of Goldthwaite - Fourth Street Sidewalk Improvements
 2013 - City of Merkel - Street and Paving Improvements
 2011 - City of Goldthwaite - Fisher Street Sidewalk Improvements



Tal Fillingim, PE

Senior Principal Engineer - Civil Engineering Services



Education

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

Registrations

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

Expertise

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

Summary

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

Project Specific Expertise

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

Relevant Project Expertise

2022 - Texas Tech University - Parking and Drainage Improvements
 2022 - Taylor County - Potosi Drainage Improvements
 2022 - City of Tuscola - Turner Lane Drainage Improvements
 2021 - City of Abilene - Griffith Road Reconstruction
 2021 - City of Abilene - Maple Street Improvements
 2020 - AYSA - New Dodge Jones Youth Sports Complex
 2020 - Abilene ISD - Transportation Maintenance Yard Paving Improvements
 2019 - City of Abilene - Scarborough Splash Pad & Paving Improvements
 2018 - City of Abilene - SODA Roadway Improvements
 2018 - City of Abilene - Sidewalk Capital Plan - Phase I
 2015 - Abilene ISD - Campus Paving and Circulation Improvements
 2015 - City of Abilene - New Street Extension at Memorial Drive
 2014 - Development Corp. of Abilene - Enterprise Drive Extension
 2013 - City of Early - Buffalo Trail Roadway & Drainage Improvements
 2012 - City of San Saba - DRP - Lighting and Sidewalk Improvements



Emma Meek, EIT

Engineer-In-Training - Civil Engineering Services



Education

B.S. of Science in Civil
Engineering
Texas A&M University, 2020

Registrations

Registered EIT,
Texas, No. 70466

Expertise

- Land Development Design
- Construction Administration
- Construction Documents
- Project Budgeting
- Project Management
- Feasibility Studies

Summary

Emma Meek graduated from Texas A&M University with a Bachelor of Science Degree in Civil Engineering in 2020. She completed an engineering internship with LJA Engineering in Dallas where she was eventually hired and joined their design team right after graduation. She then joined Jacob & Martin in 2022 as an EIT with our Land Development Team.

Project Specific Expertise

During her time with JACOB | MARTIN, Mrs. Meek has been responsible for plan production of single-family residential developments and the design of water and wastewater systems. She coordinates with various municipalities, clients, and contractors on project progress. She also produces feasibility and cost analysis prior to plan production.

Relevant Project Expertise

2021 – Edgewater Subdivision, Fate, TX – Residential Development (previous employer)

2021 – Bluestem Subdivision, Wise County – Residential Development (previous employer)

2021 – Reunion Subdivision, Wise County – Residential Development (previous employer)

2022 – Carriage Hills Subdivision – Residential Development

2022 – Southern Meadows Subdivision – Residential Development

2022 - City of Abilene - Maple Street Improvements



Barry Fowlkes, PE

Professional Engineer - Materials Testing Services



Education

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

Registrations

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

Expertise

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

Summary

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

Project Specific Expertise

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

Relevant Project Expertise

- 2022 - City of Coleman - Sidewalk Improvements
- 2021 - City of Cross Plains - Multifamily Rental Development
- 2019 - City of Abilene - Water & Sewer Construction Projects
- 2019 - City of Big Spring - Water Line Replacements
- 2019 - City of Coleman - Water Treatment Improvements
- 2018 - Morton Valley WSC - Water System Improvements
- 2018 - City of Seymour - WTP Improvements
- 2017 - City of Baird - New Wastewater Treatment Plant
- 2017 - City of Early - New Wastewater Treatment Plant
- 2017 - City of Baird - WWTP Improvements
- 2017 - City of Munday - NCTMWA Water Treatment Plant



Edward R. Wells, PE

Professional Engineer - Mechanical/Electrical/Plumbing Services



Education

B.S. in Electrical Engineering
Texas A&M University, 1984

MBA
Angelo State University, 1999

Registrations

Registered Professional
Engineer,
Texas, P.E. No. 66579

Licensed Master Electrician,
Texas, No. 31401

Expertise

- Electrical Service Sizing & Design
- Energy Conservation
- Electrical Distribution & Transmission Systems
- ARC Flash Studies
- Grounding
- Military Installations
- Commercial

Summary

Edward Wells graduated from Texas A&M University in 1984 with a Bachelor of Science in Electrical Engineering. Mr. Wells continued his education by completing his Masters in Business Administration from Angelo State University in 1999. He is an expert Electrical Engineer and has a successful career in both the private and government sectors. Mr. Wells joined JACOB | MARTIN in April 2017.

Project Specific Expertise

Mr. Wells has over thirty years of electrical engineering experience, and has been a Project Manager and supervisor for numerous companies during his career. He is highly skilled at providing energy efficient solutions to customers and being responsible for the direction and preparation of all technical activities related to Electrical Design from conception to completion. He is experienced with high-voltage electrical systems in industrial, commercial, residential and government buildings, including telecom support infrastructure.

Relevant Project Expertise

- 2022 - Johnson County SUD - Electrical Evaluations
- 2022 - City of Colorado City - Senate Bill 3 Back up Power Requirements (6 sites)
- 2021 - TxHHSC - Replacement of Exterior Fire Stairways
- 2021 - City of Ranger - Senate Bill 3 Back up Power Requirements (8 sites)
- 2020 - TxHHSC - Anti-Ligature & Exterior Stairway Upgrades
- 2020 - Abilene Youth Sports Authority - New Dodge Jones Youth Sports Complex
- 2020 - 202 Pine Renovations
- 2019 - TxHHSC – 18-105-ABL Steam Heating Replacement for Quads
- 2019 - 250 Cypress Renovations
- 2019 - Hardin-Simmons University - Houston Lantrip Facility
- 2018 - Sanford Construction LLC - Blake Fulenwilder Dealership, Snyder
- 2018 - Cross Plains ISD - Elementary Gym & Storm Shelter
- 2018 - ColeySquared Management, LLC - New Dental Office



Charles Keith

Senior Engineering Technician - Environmental Services



Education

B.S.in Microbiology
Texas Tech University, 1978

Registrations

Registered Sanitarian,
Texas, No. 1799

Expertise

- Groundwater Development
- Operational Assistance
- Permitting
- Regulatory Assistance
- Sanitary Sewer Rehabilitation
- Sludge Handling & Disposal
- Water Distribution
- Water Storage
- Water Supply Studies
- Water Treatment
- Wastewater Treatment

Summary

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

Project Specific Expertise

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

Relevant Project Expertise

- 2020 - City of Alpine - WWTP Improvements
- 2019 - City of Ralls - WWTP Improvements
- 2019 - City of Colorado City – WWTP Facility Major upgrade
- 2018 - City of Gordon - Water System Improvements
- 2018 - City of Coleman - Water Treatment Plant
- 2017 - City of Baird - New Wastewater Treatment Plant
- 2016 - City of Bronte - Water Supply Improvements
- 2016 - City of Cross Plains - Water Distribution & Pump Station Improvements
- 2016 - City of Seymour - Donnell Well Exception
- 2015 - City of Munday - Disaster Relief Wells
- 2015 - City of Haskell - Disaster Relief Wells
- 2015 - BW Primoris - Seminole Well Field Improvements



Lee Rosenbaum, RPLS

Associate Principal - Director of Surveying Services



Education

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

Registrations

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

Expertise

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

Summary

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

Project Specific Expertise

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

Relevant Project Expertise

- 2022 - City of Coleman – Phase II Sidewalk Improvements
- 2021 - City of Post – Downtown Sidewalk Improvements
- 2020 - Abilene ISD – Transportation Maintenance Yard Paving Improvements
- 2020 - City of Post - Downtown Sidewalk Improvements
- 2019 - City of Willow Park – Side Street Improvements
- 2018 - City of Lueders - Water System Improvements
- 2018 - City of Abilene – SODA Roadway Improvements
- 2018 - City of Goldthwaite - TDA Sidewalk Improvements
- 2018 - City of Abilene - Sidewalk Capital Plan Phase 1
- 2017 - Zephyr WSC - Waterline Improvements
- 2017 - Gerry McDowell, LLC - Griffith Road Development
- 2016 - Town of Buffalo Gap - Water Line Improvements
- 2016 - Town of Buffalo Gap - First Time Sewer Project
- 2015 - Abilene ISD - Campus Paving & Circulation Improvements
- 2014 - City of Snyder - Water & Sewer Improvements



Ronny Koehn

Resident Project Representative - Inspection Services



Expertise

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

Summary

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

Project Specific Expertise

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

Relevant Project Expertise

2021 - City of Coleman-Water Treatment Plant Improvements
 2021 - City of Cross Plains -Multifamily Rental Development
 2020 - Betty Hardwick Center - Interior Renovations
 2020 - Condley and Company, LLC - 302 Pine Renovations
 2020 - Abilene ISD - Fine Arts Renovations & Additions
 2019 - Western Texas College – Agricultural Expansion & Renovation
 2019 - Motis Investments - 202 Pine Street Renovations
 2019 - JAR Land & Investments, LLC - 250 Cypress Renovations
 2019 - Hardin Simmons University – Houston Lantrip Facility
 2018 - Cross Plains ISD – New Elementary Gym/Storm Shelter
 2018 - Abilene Youth Sports Association – New Sports Complex
 2018 - Garver LLC - Abilene Regional Airport Seal Coat Project
 2018 - City of Willow Park – Ranch House Road Improvements



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Section 4: History of Successful Performance



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Texas Department of Agriculture Projects

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



Project Schedule History

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



Project Budget History

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



Sidewalk Projects

Year Completed	Client	Project Description
2022	City of Coleman	DRP Sidewalk Improvements – Phase II
2021	City of Post	2020 Downtown Revitalization Program
2020	City of Stephenville	2020 Downtown Revitalization Program
2020	City of Mineral Wells	2020 Downtown Revitalization Program
2020	City of Grandview	2020 Downtown Revitalization Program
2019	City of Goldthwaite	DRP Sidewalk Improvements
2018	City of Abilene	Sidewalk Capital Plan – Phase 1
2018	City of Coleman	DRP Sidewalk Improvements
2015	City of Goldthwaite	Fourth Street Sidewalk Improvements
2014	City of San Saba	Lighting Improvements - TxDot
2012	City of San Saba	Sidewalk and Lighting Improvements
2011	City of Goldthwaite	Fisher Street Sidewalk Improvements
2010	City of Seymour	DRP Sidewalk Improvements
1995	City of Wichita Falls	Williams Park Sidewalk Trail
1995	City of Wichita Falls	Holliday Creek Sidewalk and Trail

SIDEWALK & LIGHTING IMPROVEMENTS - DRP | CITY OF POST

Location: Post, Texas
 Date of Completion: 2021
 Original Budget: \$ 344,000
 Construction Cost: \$ 326,000
 Project Format: Design/Bid/Build
 Firm's Role: Design
 Project Manager: Allen Phillips, PE
 Design Engineer: Allen Phillips, PE



REFERENCE:

City of Post
 Mr. Rhett Parker, City Manager
 806-495-2811

Project Description: Engineering design and construction administration for the Installation of four blocks of concrete sidewalk reconstruction in downtown Post. The project included, curb and gutter, steps, and sidewalk ramps along the sidewalk as well as handicap accessible ramps, handrails, and 16 light poles.



Sidewalk Experience

SIDEWALK CAPITAL PLAN - PHASE I | CITY OF ABILENE

Location: Abilene, Texas
 Date of Completion: 2018
 Original Budget: \$ 731,000
 Construction Cost: \$ 492,000

JM Project Team:

Project Format: Design/Bid/Build
 Firm's Role: Design
 Project Manager: Tal Fillingim, P.E., C.F.M.
 Design Engineer: Tal Fillingim, P.E., C.F.M.



REFERENCE:

City of Abilene
 Zack Rainbow
 Assistant Director of Planning Services
 (325) 676-6234

Project Description: Engineering design and construction administration for the installation of 11,000 LF of concrete sidewalks, including sidewalk ramps, drive way repairs, and retaining walls

SIDEWALK IMPROVEMENTS - DRP | CITY OF GOLDTHWAITE

Location: Goldthwaite, Texas
 Date of Completion: 2019
 Original Budget: \$ 226,100
 Construction Cost: \$ 220,910

JM Project Team:

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



Project Description: Engineering design and construction administration of 600 SY of concrete sidewalk reconstruction, including ramps, curb and gutter, and street lighting

REFERENCE:

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



SIDEWALK IMPROVEMENTS **PHASE I – DRP** | CITY OF COLEMAN

Location: Coleman, Texas
 Date of Completion: 2018
 Original Budget: \$ 225,000.00
 Construction Cost: \$ 178,989.50

JM Project Team:

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



Project Description: Engineering design and construction administration for the Installation of one block of concrete sidewalk reconstruction in downtown Coleman. The project included, curb and gutter, steps, and one sidewalk ramp along the sidewalk as well handicap ramps at the street intersections.

REFERENCE:

City of Coleman
 Ms. Diana Lopez, City Manager
 325-625-5114

SIDEWALK & LIGHTING IMPROVEMENTS – DRP | CITY OF SAN SABA

Location: San Saba, Texas
 Date of Completion: 2012
 Original Budget: \$ 228,032
 Construction Cost: \$ 226,952

JM Project Team:

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



Project Description: Engineering design and construction administration for approximately 9,000 SF of new sidewalk in compliance with the American Disability Act (ADA) and demolish the existing sidewalk

REFERENCE:

City of San Saba
 Scott Glaze, Public Works
 Director



Paving and Street Experience

Each of the following projects included the following services provided by **JACOB | MARTIN** personnel: all topographic and any boundary survey required, determination of all boundaries necessary for roadway right of way, all visible and located utilities, and encroachments. In some instances, right of way acquisitions and preparation of required platting was provided. **JACOB | MARTIN** prepared all construction plans with dimensional control layouts, paving plan and profiles, drainage plans, erosion control plans, and associated construction details. During the bidding and construction phases of these projects, **JACOB | MARTIN** provided construction administration and on-site inspection for construction completeness, verification of all pay requests, construction cost estimates, bidding of prepared construction plans, pre-construction and construction meetings, review of all shop drawings and all associated coordination. Additionally, materials testing services were provided by **JACOB | MARTIN** for all construction elements, including but not limited to subgrade preparation, road base installation and asphaltic hot-mix and/or concrete placement.

Year of Completion	Client	Project Description	Reference
2022	City of Abilene	Maple Street Improvements	Robert Hanna, City Manager
2021	City of Abilene	Griffith Road Reconstruction	Robert Hanna, City Manager
2021	City of Abilene & Carriage Hills Development Corporation	Maple Street Improvements	Robert Hanna, City Manager
2020	Abilene Youth Sports Authority	New Dodge Jones Youth Sports Complex	Brandon Osborne, Director
2020	Abilene ISD	Transportation Maintenance Yard Paving Improvements	Scott McLean, Asst. Supt. for Operations
2019	City of Willow Park	Ranch House Rd Rehabilitation	Bryan Grimes, City Manager
2018	City of Abilene	SODA Roadway Improvements	Robert Hanna, City Manager
2018	City of Willow Park	Street Reconstruction	Bryan Grimes, City Manager
2017	City of Abilene	2017 South of Downtown Area (SODA) Paving Rehabilitation	Robert Hanna, City Manager
2015	City of Abilene	Memorial Drive Extension	Robert Hanna, City Manager
2015	Abilene AISD	Campus Paving and Circulation Improvements	Scott McLean, Asst. Supt. for Operations
2015	Beltway Park Baptist	North Campus Site & Paving Improvements	David McQueen, Lead Pastor
2015	City of Early	Meadow and Mockingbird Street Improvements	Tony Aaron, City Manager
2015	City of Goldthwaite	4th Street Sidewalk Improvements	Rob Lindsey, City Manager
2014	City of Abilene	Abilene Airport - FAA - Rehabilitation of Taxiways M, N & P	Chris Taylor, Assistant Director of Aviation



MEADOW & MOCKINGBIRD STREET IMPROVEMENTS | CITY OF EARLY



Location: Early, Texas
 Date of Completion: 2015
 Original Budget: \$315,000
 Construction Cost: \$300,773

Jacob & Martin Project Team:

Project Manager: Ken Martin, P.E.
 Survey Team Lead: Mark Brown, R.P.L.S.
 Materials Testing: Barry Fowlkes, P.E.

City of Early

Tony Aaron | City Administrator
 325.643.5451 | taaron@earlytx.net
 325.643.5451

PATRIOT AVENUE | CITY OF WEATHERFORD

Client: Keg 1 North Texas
 Location: Weatherford, Texas
 Date of Completion: 2014
 Original Budget: \$350,000
 Construction Cost: \$350,000

Jacob & Martin Project Team:

Project Manager: Derek Turner, P.E.
 Design Engineer: Derek Turner, P.E.
 Survey Team Lead: Mark Brown, R.P.L.S.

City of Weatherford

Bill Smith | City Engineer
 817.598.4033 | wsmith@weatherfordtx.gov



STREET REHABILITATION | CITY OF WILLOW PARK

Client: City of Willow Park
 Location: Willow Park, Texas
 Date of Completion: 2015
 Original Budget: \$500,000
 Construction Cost: \$465,000

Jacob & Martin Project Team:

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

City of Willow Park

Bryan Grimes | City Administrator
 817.441.7108 | bgrimes@willowpark.org





SOUTH DOWNTOWN PAVING IMPROVEMENTS - PHASE 1 | CITY OF ABILENE

Location: Abilene, Texas
 Date of Completion: Ongoing
 Original Budget: \$1,200,000
 Construction Cost: \$800,237

Jacob & Martin Project Team:

Project Manager: Tal Fillingim, P.E.
 Design Engineer: Roy Wright, P.E.
 Survey Team Lead: Mark Brown, R.P.L.S.
 Materials Testing: Barry Fowlkes, P.E.



City of Abilene

Robert Hanna | City Manager
 325.676.6206 | robert.hanna@abilenetx.gov

PAVING & CIRCULATION IMPROVEMENTS | ABILENE ISD



Abilene Independent School District
 Scott McLean | Associate Superintendent
 325.677.1444 | scott.mclean@abileneisd.org

Location: Abilene, Texas
 Date of Completion: 2015
 Original Budget: \$1,520,503
 Construction Cost: \$1,408,628

Jacob & Martin Project Team:

Project Manager: Tal Fillingim, P.E., C.F.M.
 Design Engineer: Roy Wright, P.E.
 Design Engineer: Blake Howard, P.E.
 Survey Team Lead: Mark Brown, R.P.L.S.
 Materials Testing: Barry Fowlkes, P.E.

ENTERPRISE DRIVE EXTENSION | DEVELOPMENT CORPORATION OF ABILENE

Location: Abilene, Texas
 Date of Completion: 2015
 Original Budget: \$225,000
 Construction Cost: \$256,017

Jacob & Martin Project Team:

Project Manager: Tal Fillingim, P.E.
 Design Engineer: Blake Howard, P.E.
 Survey Team Lead: Mark Brown, R.P.L.S.
 Materials Testing: Barry Fowlkes, P.E.

Development Corporation of Abilene

Kent Sharp | Executive Director
 325.673.7349 | DCOA@abilenetx.gov





GRIFFITH ROAD RECONSTRUCTION | CITY OF ABILENE



Location: Abilene, Texas
 Date of Completion: Ongoing
 Original Budget: \$1,334,196
 Construction Cost: \$1,341,572

Jacob & Martin Project Team:

Project Manager: Clayton Farrow, P.E.
 Design Engineer: Clayton Farrow, P.E.
 Survey Team Lead: Lee Rosenbaum, R.P.L.S.
 Materials Testing: Barry Fowlkes, P.E.

City of Abilene

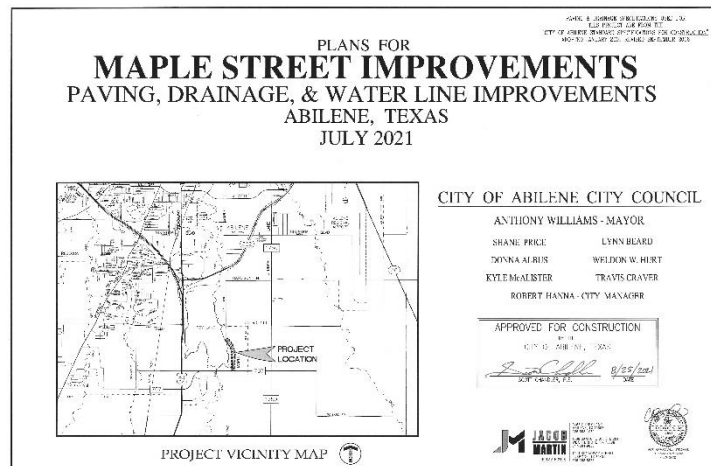
Robert Hanna | City Manager
 325.676.6206 | robert.hanna@abilenetx.gov

MAPLE STREET IMPROVEMENTS | CITY OF ABILENE & CARRIAGE HILLS DEVELOPMENT CORPORATION (PUBLIC/PRIVATE PARTNERSHIP)

Location: Abilene, Texas
 Date of Completion: Ongoing
 Original Budget: \$1,430,803.32
 Construction Cost: \$1,525,162.65

Jacob & Martin Project Team:

Project Manager: Clayton Farrow, P.E.
 Design Engineer: Clayton Farrow, P.E.
 Survey Team Lead: Lee Rosenbaum, R.P.L.S.
 Materials Testing: Barry Fowlkes, P.E.



City of Abilene

Robert Hanna | City Manager
 325.676.6206 | robert.hanna@abilenetx.gov



Drainage Experience

Year of Completion	Client	Project Description	Engineer
2022	City of Willow Park	2022 Drainage Projects	Derek Turner, PE, CFM
2022	Texas Tech University	Parking and Drainage Improvements	Allen Phillips, PE
2022	City of Willow Park	Stormwater Fee Studies	Derek Turner, PE, CFM
2022	Taylor County	Potosi Drainage Improvements	Tal Fillingim, PE
2022	City of Joshua	Veatch Street Drainage Improvements	Derek Turner, PE, CFM
2022	City of Snyder	Drainage Evaluation & Improvements	Kirt Harle, PE
2022	City of Tuscola	Turner Lane Drainage Improvements	Tal Fillingim, PE
2022	City of Keene	Industrial Park Sign & Drainage Analysis	Derek Turner, PE, CFM
2022	City of Big Spring	Kentwood Addition Drainage Plan Review	Clayton Farrow, PE
2022	Rick and Holly Betenbough Residential Development	Drainage Analysis & Watershed Timing Evaluation – “Creekside Addition”	Clayton Farrow, PE
2022	Jim Ned Holdings Residential Development	Detention Pond Design & Hydraulic Routing – “Hills of Tuscola”	Clayton Farrow, PE
2022	Countryside Homes Residential Development	Regional Detention Pond Design & Hydraulic Routing – “Holloway Farms”	Clayton Farrow, PE
2022	Jim Martin	LOMR-F & FEMA Coordination	Clayton Farrow, PE
2021	Kyle Paul Residential Development	Regional Detention Pond Design & Hydraulic Routing – “The Harvest”	Clayton Farrow, PE
2021	Structured Building Group Residential Development	Floodplain Modeling & HEC-RAS Analysis - "Naomi Meadows"	Clayton Farrow, PE
2021	Kyle Paul Mixed Use Development	Regional Detention Pond Design & Hydraulic Routing - "The Denali Addition"	Clayton Farrow, PE
2020	City of Azle	Locust St. Drainage Channel Improvements	Derek Turner, PE, CFM
2020	City of Willow Park	Master Drainage Plan	Derek Turner, PE, CFM
2020	Harris Acoustics	Catclaw Drive Drainage Improvements	Tal Fillingim, PE
2020	Dr. Hari Kalla Residential Development	Detention Pond Modeling & Regional Drainage Analysis – “Forrest Meadows”	Clayton Farrow, PE
2019	City of Azle	2nd Quarter Drainage Project	Derek Turner, PE, CFM
2019	City of Willow Park	Ranch House Storm Drain & Trinity Meadows Culvert	Derek Turner, PE, CFM
2019	City of Azle	Bailey Drive Drainage Improvements	Derek Turner, PE, CFM
2019	City of Graham	Tennessee Street Drainage Study	Kirt Harle, PE



Materials Testing and Engineering

Project Example

CATCLAW DRIVE RECONSTRUCTION PROJECT | CITY OF ABILENE

Location: Abilene, Texas
Date of Completion: 2016

JM Project Team:

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



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

Scope of Services Provided on Example Projects

SOILS:

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



CONCRETE:

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

ASPHALT PAVING:

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



Certifications

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

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

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



GIS Mapping and Asset Management

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



INTEGRITY
EXCELLENCE
TRUST

Section 5: Additional Information



3465 Curry Lane
Abilene, TX 79606
325.695.1070

908 S. Main Street, Suite 100
Boerne, TX 78006
325.695.1070

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

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



Client References

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **Item 18.**
12/02/2022

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must 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 CBS Insurance 3005 South Treadaway Blvd Abilene TX 79602		CONTACT NAME: Morgan Anderson, CISR PHONE (A/C, No, Ext): (325) 695-0222 E-MAIL ADDRESS: manderson@cbsins.com FAX (A/C, No): (325) 695-0228	
INSURED Jacob & Martin, LLC Jacob & Martin Leasing, LLC 3465 Curry Lane Abilene TX 79606		INSURER(S) AFFORDING COVERAGE INSURER A: Acuity Insurance INSURER B: Texas Mutual Insurance Company INSURER C: QBE Insurance Corporation INSURER D: INSURER E: INSURER F:	
		NAIC # 14184 22945	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZH3603	12/01/2022	12/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ZH3603	12/01/2022	12/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$			0001185875	12/01/2022	12/01/2023	EACH OCCURRENCE \$ AGGREGATE \$
	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	0001185875	12/01/2022	12/01/2023	<input checked="" type="checkbox"/> PER STATUTE E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability			ANE62592-03	08/08/2022	08/08/2023	Per Claim \$2,000,000 Aggregate \$2,000,000

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

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

CERTIFICATE HOLDER

CANCELLATION

FOR INFORMATION ONLY

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

AUTHORIZED REPRESENTATIVE

Maria L. Bueh



Entity Information Search Results 1 Total Results

Filter by:

Keyword (ALL)	Status
CTY8LEQ1XA15	active

JACOB & MARTIN LTD ● Active Registration

Entity

Unique Entity ID: CTY8LEQ1XA15

Physical Address:

Expiration Date:

CAGE/NCAGE: 5TYQ2

3465 CURRY LN

Jun 13, 2023

ABILENE , TX

Purpose of Registration:

79606 USA

All Awards



Current Certification of TxCDBG Project Implementation Training

JACOB | **MARTIN** holds a current, valid Certification by Katy Stryker, Project Coordinator

From: Audrey Bartee <Audrey.Bartee@TexasAgriculture.gov>

Sent: Monday, November 14, 2022 2:05 PM

To: Katy Stryker <kstryker@jacobmartin.com>

Subject: 2022 TxCDBG Certified Administrator Test

Dear Katy Stryker,

This email is to certify that you have **passed** the TxCDBG Certified Administrator Test. You are now certified for the 2022 year and will remain so for one year or until a new certification process is made available by TDA, whichever is longer.

Please retain a copy of this email as evidence of your certification. NOTE: This email replaces the "certificates" sent in previous years.



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Certification Regarding Lobbying

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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



Signature of Contractor's Authorized Official

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

01/31/2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

N/A

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

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

N/A

Name of Officer

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

N/A

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

☐ Yes

☐ No

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


☐ Yes

☐ No

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

N/A

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

7 
Signature of vendor doing business with the governmental entity

01/31/2023

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

STATEMENT OF QUALIFICATIONS

ENGINEERING SERVICES

TXCDBG DOWNTOWN REVITALIZATION PROGRAM

FEBRUARY 2, 2023



Enprotec | Hibbs & Todd

Abilene | Lubbock | Granbury

PE Firm Registration No. 1151

PG Firm Registration No. 50103

RPLS Firm Registration No. 10011900

Corporate Headquarters

402 Cedar Street

Abilene, Texas 79601

T: (325) 698-5560

F: (325) 690-3240

www.e-ht.com

February 2, 2023

City of Breckenridge
Attn: Cynthia Northrop
City Manager
105 N. Rose Avenue
Breckenridge, Texas 76424

**Re: RFQ for Engineering Design Services
TxCDBG Downtown Revitalization/Main Street Program (DRP/MS) Fund**

Dear Ms. Northrop:

Enprotec / Hibbs & Todd, Inc. (eHT) is pleased to submit the qualifications of our firm to the City of Breckenridge (City) for consideration to provide professional engineering design services for the Texas Community Development Block Grant (TxCDBG) Program Downtown Revitalization Program Project. We are committed to providing the City with the highest quality of professional services and consulting for this important and timely project.

Our Abilene, Granbury and Lubbock offices are staffed with highly-skilled engineers, scientists, plant operators, surveyors, construction management personnel and technicians that stand ready to work on this project. Further, you will be personally taken care of by principals of our firm. We have worked with the TDA TxCDBG Program for over 30 years and are conversant with the rules and regulations.

Should additional information be desired, please don't hesitate to contact me.

Sincerely,

Enprotec / Hibbs & Todd, Inc.



Sage Diller, PE
Associate Vice President

TABLE OF CONTENTS

Profile

- About eHT
- Client Vision Statement
- Funding Objectives & Sources
- Company Principals
- eHT Services

Experience

- Funded Project Experience
- Relevant Experience

Capacity to Perform

- Organizational Chart
- Team Experience
- Key Personnel

Work Performance

- Regional Funded Projects
- Ability to Meet Schedules
- Community Service Projects
- Federally Funded Construction Projects
- Cost Control
- Permitting & Regulatory Compliance
- Labor Resources
- Quality of Work
- Project Approach

Appendix

- Insurance
- Affirmative Action
- Registration
- System for Award Management
- TDA TxCDBG Certification
- Certification Regarding Lobbying
- Conflict of Interest Questionnaire



PROFILE

About eHT

Enprotec / Hibbs & Todd, Inc. (eHT) is a civil, municipal, environmental and geotechnical engineering firm with offices in Abilene, Granbury and Lubbock in the State of Texas. Our staff consists of engineers, surveyors, geologists, scientists, construction material lab technicians and field operations professionals.

Our success is based on enduring partnerships with our clients. eHT professionals bring a solid foundation of expertise and innovation to each client's project.

Client Vision Statement

Our goal is to be an organization where we attract clients with whom we can create enduring relationships. We want our clients to feel that we care about them personally and to view our people as being knowledgeable (experts) and honest. We desire to be a "user-friendly" company, providing clear, informative communication and quality work. We define product quality as timely, accurate and complete work. We define service quality as being dependable, trustworthy and confident in our work.

eHT is a forward-thinking and progressive team of engineers and scientists with deep industry expertise, knowledge and resources. We understand the importance of being a consulting firm that clients can depend on for knowledge and expertise.

More than 80% of our business comes from repeat clients. We feel that in order to take care of our clients, we must learn their business. We realize that we are working for you, and for the citizens you serve as well.

We are in the business of improving community infrastructure while creating sustainable development and preserving some of our most prized natural resources. In essence, we offer engineering solutions with a view for tomorrow.

With offices serving Texas, our resources are strategically located to meet our clients' need for personal and reliable service. Each of our offices has a unique set of skill sets that complement each other. We have helped our clients place the past behind them, manage the present and plan for a profitable future. Our diverse staff of professionals is one of our greatest assets. Our people care about their work and their relationships with clients. From planning to completion, each project is personally handled by people who know our clients and their businesses. Our staff of engineers and professionals provides clients with practical, cost-effective engineering solutions.



Resources

High Senior Staff Interaction

Regional Texas Offices

Diverse Expertise Across Texas

Low Overhead

Engineering-Science-Operations Mix

System Operators on Staff

Emphasis on Relationships

Regulatory Agency Relationships

Funding Agency Relationships

Client Commitment

Experienced Attention to Project Needs and Goals

Partnership, Advocacy and Planning

Client Benefits

Appropriate Attention to Project Needs and Goals

Higher Personal Interaction and Responsiveness

Solid Advice to Clients on Infrastructure Issues

Efficient and Effective Design and Construction

User-Friendly Engineering Design

Efficient and Effective Funding Agency Coordination

Our experience with mid-sized clients provides a customized approach – ONE SIZE DOES NOT FIT ALL!

**WE ARE IN THE BUSINESS OF IMPROVING
COMMUNITY INFRASTRUCTURE WHILE
CREATING SUSTAINABLE DEVELOPMENT
AND PRESERVING SOME OF OUR
MOST PRIZED NATURAL RESOURCES.
IN ESSENCE, WE OFFER ENGINEERING
SOLUTIONS WITH A VIEW FOR
TOMORROW.**



Funding Objectives and Sources

Engineering and construction services funded under the Texas Department of Agriculture (TDA) can improve, modernize and expand local resources enabling entities to accommodate current and future needs of the community. eHT has extensive experience with TDA-funded projects and processes. You can rely on our services to assist in the application process and you can rely on our expertise to deliver sound engineering projects. Our project team has a long-term record of experience with state and federal funding agency requirements to manage projects without unnecessary delays. An important aspect of working with local governments is understanding the funding mechanisms and programs. eHT has been involved over the past 30 years in helping municipalities and counties obtain the necessary funding they need for their public works projects.

We have experience with the following programs and agencies:

- Texas Department of Agriculture (TDA): Community Development Fund (CD), Community Development Block Grant (CDBG), Texas Capital Fund (TCF), Colonia Planning Fund (CPF), Colonia Construction Fund (CFC), Colonia Economically Distressed Areas Program (CEDAP), Planning and Capacity Building Fund (PCB), Disaster Relief Fund (DR), Urgent Need (UN), Small Towns Environment Program (STEP), Renewable Energy Demonstration Pilot Program (REDPP), American Recovery & Reinvestment Act (ARRA), Disaster Recovery, Renewable Energy
- Texas Water Development Board (TWDB): Economically Distressed Areas Program (EDAP), Drinking Water State Revolving Fund (DWSRF), Clean Water State Revolving Fund (CWSRF), Rural Water Assistance Fund, Water Infrastructure Fund, State Participation Program-Regional Water and Wastewater Facilities, Regional Facility Planning Grant Program, Texas Water Development Fund (DFund)
- Rural Development (RD)
- Economic Development Administration (EDA)
- North American Development Bank (NADBank)
- South Texas Development Council (STDC)
- Texas Department of Transportation (TxDOT)
- Texas Parks and Wildlife Department (TPWD)

Company Principals

Scott F. Hibbs, PE, President
 Bob Benham, CFO
 Scott Yungblut, PE, VP
 Joshua L. Berryhill, PE, VP
 Chris Hay, PE, Ass. VP

Keith P. Kindle, PE, BDO
 Scott D. Hay, PE, VP
 Jordan S. Hibbs, PE, VP
 Sage Diller, PE, Ass. VP
 Colden S. Rich, Ass. VP

eHT Services

Water Resources

Water Supply Planning
 Development of Water Supplies
 Water Transmission / Distribution
 Water Treatment
 Elevated / Ground Storage
 Pump Station Design and Improvements

Wastewater Services

Wastewater Treatment
 Wastewater Collection and Transmission
 Reclaimed Water
 Wastewater Master Planning

General Civil

Street, Paving, Grading and Drainage Design
 Land Development
 Stormwater Management
 Park and Trail Design
 Municipal Pool Design
 Athletic Facilities
 Downtown Revitalization and Sidewalk Improvements

Assessment Services

Monitoring Programs
 Feasibility Studies
 Risk-Based Assessments
 TRRP Assessments
 Air Quality Sampling
 Water and Soil Sampling
 Subsurface and Groundwater Assessments
 Phase I and II Transaction Assessments
 Indoor Air Quality Assessments
 Pollution Prevention

Regulatory Compliance

Process Safety Management
 Risk Management Plans
 Compliance Audits
 Sara Title III Compliance
 Regulatory Agency Interface
 NEPA Environmental Documents

Remediation Services

Corrective Action Plans
 Feasibility Studies
 Pilot Tests
 Groundwater Recovery
 Implementation of Remedial Technologies such as Vapor Extraction, Bioremediation, Soil Venting, Air Sparging
 Water, Soil and Air Treatment
 Plume Stability Monitoring
 Closure Plans



Solid / Hazardous Waste

Landfill Design and Permitting
 Solid Waste Planning
 Landfill Construction Quality Control and Assurance
 Soil Liner Evaluations, Inspections and Reports
 Landfill Closure / Post Closure Monitoring
 Hazardous Waste Management Plans
 RCRA Facility Permitting
 TSD Facility Audits
 Air Quality Sampling
 Water and Soil Sampling
 Aquifer Testing
 Soil Vapor Surveys
 Subsurface and Groundwater Assessments

Permitting

Domestic Wastewater Permitting
 Industrial Wastewater Permitting
 Air Permitting
 Solid / Hazardous Waste Permitting
 Development of CT Studies for Potable WTPs

Pollution Prevention Services

Recycling and Resource Recovery
 Waste Stream Reduction and Alternatives
 Stormwater Management
 Pollution Prevention Plans
 Spill Prevention Control and Countermeasure Plans

Construction Management and Inspection

Construction Administration and Management
 Peer Review
 Bidding Support
 Start-up Support
 Construction Support
 Resident Construction Inspection

Contract Operations

Surface and Groundwater Treatment Plant Operations
 Wastewater Treatment Plant Operations
 Water Distribution System Flushing Programs
 Public Water System Tank Inspections
 Monthly, Quarterly and Annual Monitoring and Reports
 Collection and Analysis of Compliance Samples
 Organizing and Digitizing Plant Information
 Optimizing and Troubleshooting Chloramine Residuals
 Identifying and Resolving System and Water Quality Issues
 Monitoring Plans, Laboratory Approval and NAPs
 Water and Wastewater Facilities Startup and Commissioning
 Production of Operations and Maintenance Manuals
 Response Measures to TCEQ Issued Violations
 Alternative Capacity Requirements for Public Water Systems
 Water Conservation and Drought Contingency Plans and
 Annual Water Conservation Reporting
 Risk Management Plans (RMP) and RMP Training
 Emergency Response Plans

Mold Consulting

Sampling and Testing
 Mold Inspection and Assessment
 Mold Remediation Plans

Asbestos Consulting

Building / Facility Surveys
 Condition Assessments
 Bulk Sample Collection
 Preparation of Operation and Maintenance Programs
 Asbestos Abatement Project Design & Specifications
 Asbestos Abatement Contractor Bid Evaluation
 Abatement Monitoring and Administration
 Hazard Awareness Training and Consulting
 OSHA Compliance Consulting
 AHERA Compliance Consulting
 NESHAP Compliance Consulting

Geotechnical Engineering

Subsurface Explorations - Borings
 Soil Property Evaluations
 Foundation Recommendations
 Pavement Recommendations
 Roadway and Parking Lot Upgrades

Construction Materials Testing

Material Sampling
 Concrete Mix Design
 Concrete Cylinders and Beams
 Slump Testing
 Air Content Testing
 Plant Inspection
 Moisture Contents
 Atterberg Limits Testing
 Sieve Analysis
 Specific Gravity and Absorption
 Proctor Information
 Field Density Testing
 Core Sampling
 Wet Ball Mill Testing
 Soundness Testing
 Abrasion Testing
 CBR Testing
 Hot Mix Design

Surveying Services

Boundary, Topographic, Route, ALTA/ACSM, Plats/Maps



EXPERIENCE

Experience with Federal and Grant Programs Past 10 Years

City of Abilene	2018 TWDB Water Meter Replacement	Jones County	2016 CDBG Water System Improvements
Acton MUD	2022 TWDB Wastewater Treatment Plant #1 2022 TWDB Wastewater Treatment Plant #2	LLWSSSC	2013 TWDB Water Treatment Improvements
City of Alamo	2022 TWDB Wastewater Treatment Plant	City of Loraine	2021 CDBG Comprehensive Plan 2017 CDBG Water System Improvements 2012 CDBG Water and Sewer Improvements
City of Ballinger	2022 ARPA Water Meter Replacement 2021 CDBG Paving Improvements 2013 CDBG Wastewater Improvements	City of Malone	2015 TWDB Water System Improvements
City of Beeville	2018 TWDB WTP Improvements	City of Mason	2017 TWDB Water Treatment Project
City of Big Lake	2022 ARPA Water System Improvements 2021 CDBG Water Line Improvements 2017 CDBG Water System Improvements	City of Mertzon	2022 CWSRF Wastewater Improvements 2016 CDBG Water and WW Improvements 2012 CDBG Water and Wastewater System
City of Blanket	2022 CDBG Water System Improvements	Mullin ISD	2022 TWDB Water System Improvements
City of Brady	2022 TWDB and EDAP Radium Reduction Project	City of New Deal	2019 CDBG Water System Improvements 2018 TWDB Water System Improvements
City of Breckenridge	2022 TWDB Water System Improvements 2022 ARPA Water Meters and Lift Station 2021 TWDB Wastewater Improvements 2016 TWDB Wastewater Treatment Plant 2015 TWDB Water Treatment Plant 2014 CDBG Water Line Replacement 2013 TWDB Water Treatment Improvements 2012 TWDB Wastewater Improvements	City of Paducah	2020 TWDB Water System Improvements
City of Brownfield	2018 TDA Downtown Revitalization Project	Palo Pinto County	2013 TWDB Water Treatment Improvements
City of Cisco	2022 TWDB WWTP Improvements 2018 TWDB Water Treatment Plant 2018 CDBG Paving Improvements 2017 FEMA HGMP Emergency Sirens 2016 TWDB Water Treatment Plant 2013 TCF Sewer Infrastructure 2012 CDBG Water Improvements	Parker County SUD	2022 TWDB Water System Improvements
City of Coahoma	2022 USDA RD Wastewater Improvements 2020 CDBG Wastewater Treatment Plant Imp.	Town of Pecos City	2019 TWDB Wastewater System Improvements
City of Cool	2014 CDBG Water System Improvements	Pecos County	2017 CDBG Water Transmission Line 2014 CDBG Water System Improvements
Concho County	2013 CDBG Water System Improvements	Reagan County	2022 TxDOT Street Improvements 2021 TxDOT Street Improvements 2020 TxDOT Street Improvements 2016 TxDOT Street Improvements
Crockett County WCID1	2016 CDBG Sewer Line Improvements	Richmond-Rosenberg	2014 TWDB Water Treatment Plant
Crosby County	2012 CDBG Water System Improvements	City of Robert Lee	2022 ARPA Project
City of De Leon	2013 TWDB Water Treatment Improvements	City of Roma	2022 TWDB Wastewater Treatment Plant 2020 CDBG Paving Improvements 2017 CDBG Paving Improvements 2015 TWDB Regional Water System 2012 GLO Disaster Relief Paving
Dickens County	2013 TWDB Water Treatment Improvements	City of Roby	2014 CDBG Water System Improvements
City of Eden	2020 CDBG Water Line Improvements 2019 USDA RD Water and Wastewater System 2015 CDBG Water Line Replacement	Rolling Shores Water	2022 TWDB/FEMA Water System Improvements
City of Eastland	2022 TWDB FIF Flood Study 2021 GLO Flood Mitigation Improvements 2018 TWDB Water System Improvements 2017 CDBG WWTP Improvements 2016 TWDB Wastewater Treatment Plant	City of Roscoe	2021 ARPA Water System Improvements 2019 TWDB Water Distribution Improvements 2016 TWDB Wastewater Collection System 2013 TWDB Wastewater Treatment
Eastland County (ECWSD)	2021 GLO Flood Mitigation Improvements 2019 TWDB Water System Improvements 2017 CDBG Water Lines	City of San Angelo	2019 TWDB Groundwater Supply Project
City of Evant	2016 CDBG Water System Improvements 2014 CDBG Water System Improvements	City of Santa Anna	2022 ARPA Wastewater Improvements 2019 CDBG Wastewater System Improvements
Fisher County	2021 CDBG Water Line Improvements	Scurry County	2016 TxDOT Street Improvements
City of Glen Rose	2020 CDBG Street and Drainage Improvements 2018 TWDB Collection System Improvements 2016 CDBG Water System Improvements 2013 TWDB Wastewater Treatment Plant	City of Seminole	2022 ARPA System Improvements 2022 CDBG Drainage Improvements
City of Granbury	2022 CDBG Drainage Improvements 2021 ARPA Lift Station Improvements 2018 TWDB Water Treatment Plant Expansion 2018 TWDB Wastewater Treatment Plant 2017 TWDB Water System Improvements 2016 TWDB Meter Replacement Project 2016 TCF Water System Improvements	City of Sonora	2022 ARPA Sewer System Improvements
Hawley WSC	2016 CDBG Water System Improvements	City of Smyer	2022 USDA RD Application 2014 CDBG Water and Wastewater 2013 TWDB Water System Improvements
Hood County	2021 CDBG Pump Systems 2015 CDBG Sewer System Improvements	City of Spur	2019 CDBG Water and Sewer Improvements
Irion County	2012 CDBG Paving Improvements	City of Stamford	2016 TWDB Water System Improvements 2013 CDBG Water Storage Improvements
Johnson County SUD	2019 TWDB Water System Improvements	Sutton County	2020 CDBG Wastewater Improvements
		City of Sweetwater	2022 APRA Emergency Generator 2020 TWDB Water System Improvements 2020 TWDB Wastewater System Improvements 2018 CDBG Water Line Replacement 2016 TWDB Water System Improvements 2014 TWDB Water Treatment Improvements
		City of Texico	2017 CDBG Wastewater System Improvements
		ULRMWD	2022 TWDB Water System Improvements
		Valley WSC	2012 TWDB Water System Improvements
		City of Winters	2022 ARPA Pump Replacement 2020 CDBG Wastewater Collection System 2017 CDBG Wastewater Collection 2017 TWDB Water System Improvements 2014 CDBG Wastewater System Improvements 2014 TWDB Water Treatment Improvements

Downtown Sidewalk and Lighting Improvements City of Eden



eHT provided project management and design for 2,500 square yards of concrete sidewalk, curb ramps, driveways, curb and gutter and pedestrian lighting for the downtown square in Eden. The project was funded through the TxDOT Transportation Alternatives Program (TAP). Construction began in August 2019 and was completed in March 2020. The project improved downtown aesthetics, provided a continuous ADA compliant route and upgraded pedestrian lighting for the business area that fronts the downtown square.

Contact:
Laura Beeson, City Administrator, (325) 869-2211

Downtown Revitalization Project City of Seminole



eHT provided project management and design for approximately 600 linear feet of new sidewalk on two blocks of the downtown square of Seminole. The project consisted of stamped concrete, colored concrete, handicap accessibility to all store fronts, planter boxes with irrigation, custom light poles, and custom railing and handicap ramps. The project utilized funds from the Texas Capital Fund.

Contact:
Adam Niolet, City Manager, (432) 758-3676

Downtown Enhancement Project City of Ballinger

eHT designed approximately 2,100 linear feet of new concrete sidewalk, brick pavers, handicapped accessible ramps, decorative street lighting, trees and irrigation systems along U.S. Hwy 67 in the downtown business district of Ballinger. The project was used as a model by TxDOT for the Transportation Efficiency Act for the 21st Century (TEA-21) program.

Contact: Brian Frieda, City Manager, (325) 365-3511

Downtown Enhancement Project City of Winters

eHT assisted the City of Winters with successful application for funding of approximately 4,500 linear feet of new concrete sidewalk, brick pavers, ADA ramps, decorative street lighting, benches, planters, trees, and irrigation system along US Highway 83 in the downtown business district. The project was funded through the TxDOT Statewide Transportation Enhancement Program (TEA-21).

Contact: Sheila Lincoln, City Secretary, (325) 754-4424

Central Business District Street Repair City of Abilene



eHT provided surveying, design, and construction management of a concrete street repair project in the Central Business District (CBD) for the City of Abilene. The project scope included identification and mapping of widespread pavement deficiencies within the 44-block CBD. A subcontractor was hired to perform an aerial drone survey to develop the project base map, which was utilized to identify the various layout configurations of the existing concrete panels. eHT then utilized engineering staff to conduct a field survey to identify the pavement deficiencies and catalog the appropriate repairs. The project included repair of approximately 20,000 square yards (SY) of concrete streets including full/partial depth concrete pavement repair, spalled concrete repair, joint repair and concrete crack sealing.

Contact: Michael Rice, Assistant City Manager, (325) 676-6386



College Hills Boulevard Paving and Drainage City of San Angelo



eHT is providing project management, design and construction administration for the replacement of aging roadway surface with full depth base, as well as drainage improvements along College Hills Boulevard (CHB). The project includes the rehabilitation of water and sewer utilities, roadway design, drainage evaluation and improvements, right-of-way verification, design survey, geotechnical investigation and the development of plans and specifications.

Originally constructed in the 1970s, College Hills Boulevard crosses the Red Arroyo drainage basin which frequently experiences roadway closures due to floodwaters overtopping the roadway. eHT has determined that raising the roadway out of the 100-year floodplain would require upwards of 4 feet of vertical fill, significant re-grading of adjacent streets, and mitigation of multiple other flooding considerations. eHT is now assisting the City with development of solutions through a Master Drainage Plan and the City has applied for grant funding through the FHA BUILD program in order to fund drainage improvements.

Drainage analysis completed by eHT as part of the project has shown that the primary cause of flooding of CHB is the low and flat roadway profile across the Red Arroyo floodplain. The existing drainage structures under CHB are undersized and contribute little to preventing the roadway from overtopping during frequent rainfall events. Cost analysis performed by eHT showed that raising the profile of CHB across the Red Arroyo out of the floodplain exceeds the budget due to the vertical fill required to raise the roadway and the impacts on intersecting streets, commercial driveways and existing adjacent structures. Implementation of an underground drainage system along CHB was evaluated but large flows and high water levels within the Red Arroyo limit the effectiveness of this system without some form of upstream improvement. In order to meet the City's budgeted timeline while drainage solutions are developed and evaluated, eHT is preparing a utility replacement package to bid prior to roadway improvements.

Contact:
Shane Kelton, Executive Director of Public Works,
(325) 657-4206

Sayles Boulevard Project City of Abilene



eHT provided design, surveying, geotechnical and construction materials testing, project management and construction management for the pavement rehabilitation along Sayles Boulevard from Buffalo Gap Road to South Danville Drive. Design tasks included analysis of the drainage patterns to identify areas where grade changes could improve flow, recognizing areas with heavy vehicle, bicycle, and pedestrian traffic specifically in the areas adjacent to the school, and identifying existing utilities that were a significant hazard to construction efforts. eHT recommended and the City ultimately chose to implement a few minor grade changes, construct heavy duty concrete pavement in intersections and the section of road in front of the school, and install bike lanes and sidewalks where none were previously located. The project included lime stabilization of the subgrade, 42,000 square yards of flexible base, 10,000 tons of hot mix, 5,000 square yards of concrete pavement, concrete valley gutters and drainage crossings, traffic signal improvements and a concrete intersection at South 27th Street, 7,400 square yards of milling and asphalt replacement, and 47,000 square feet of new sidewalk.

Contact:
Scott Chandler, City Engineer, (325) 676-6077

University Drive City of Eastland

eHT provided project management, surveying, design, construction materials testing and construction management and inspection for a new hot-mix asphaltic concrete (HMAC) street in the City of Eastland which is approximately 215 feet in length and 40 feet wide with under-lying new flexible base material.

Contact: JJ Oznick, City Manager, (254) 629-8321



Drainage, Paving and Utilities Project City of Breckenridge



eHT provided project management, design, bid phase services and funding application support along with on-going construction administration services and inspection for this multi-faceted project including full depth roadway replacement, roadway excavation, new base material, grading, compaction, new hot mix asphalt, concrete pavement, new concrete curb and gutter and sidewalks. A storm drainage system has been installed that includes curb inlets, grate inlets, pipe, junction boxes and outfall structures. The project includes replacement of existing water lines and sewer lines in all areas of the paving project. Over 11,000 LF of water distribution lines (sizes 4", 6", 8" & 10" C900 PVC) and over 7,000 LF of wastewater collection line (sizes 6", 8" & 10" SDR-35 PVC) have been installed. More than 23,000 SY of reinforced concrete paving has been completed, which equates to more than twenty (20) City blocks. The paving improvements include new concrete driveways and street intersections along with over 4,300 square yards of sidewalk replacement. The project was funded through US Rural Development – Rural Utilities Service.

Contact: Cynthia Northrop, City Manager, (254) 559-8287

Paving Improvements City of Big Lake

eHT provided project management, design, bid phase services and construction administration for paving improvements along Pennsylvania Avenue and East 12th Street in the City of Big Lake. The existing paving conditions were deteriorated due to age and heavy traffic. The project consisted of 29,000 cubic yards of existing asphalt and base removal and replacement.

Contact: Sheri Benson, City Secretary, (325) 884-2511

Street Improvement Project City of Roma

eHT provided project management and design for roadway pavement reconstruction of approximately 2,420 linear feet of North Gladiator Boulevard including removal of existing pavement, re-compaction of existing base material, new hot mix and replacement of concrete valley gutters and curb and gutter. The project received grant funding through the Texas Department of Agriculture Texas Community Development Block Grant Program.

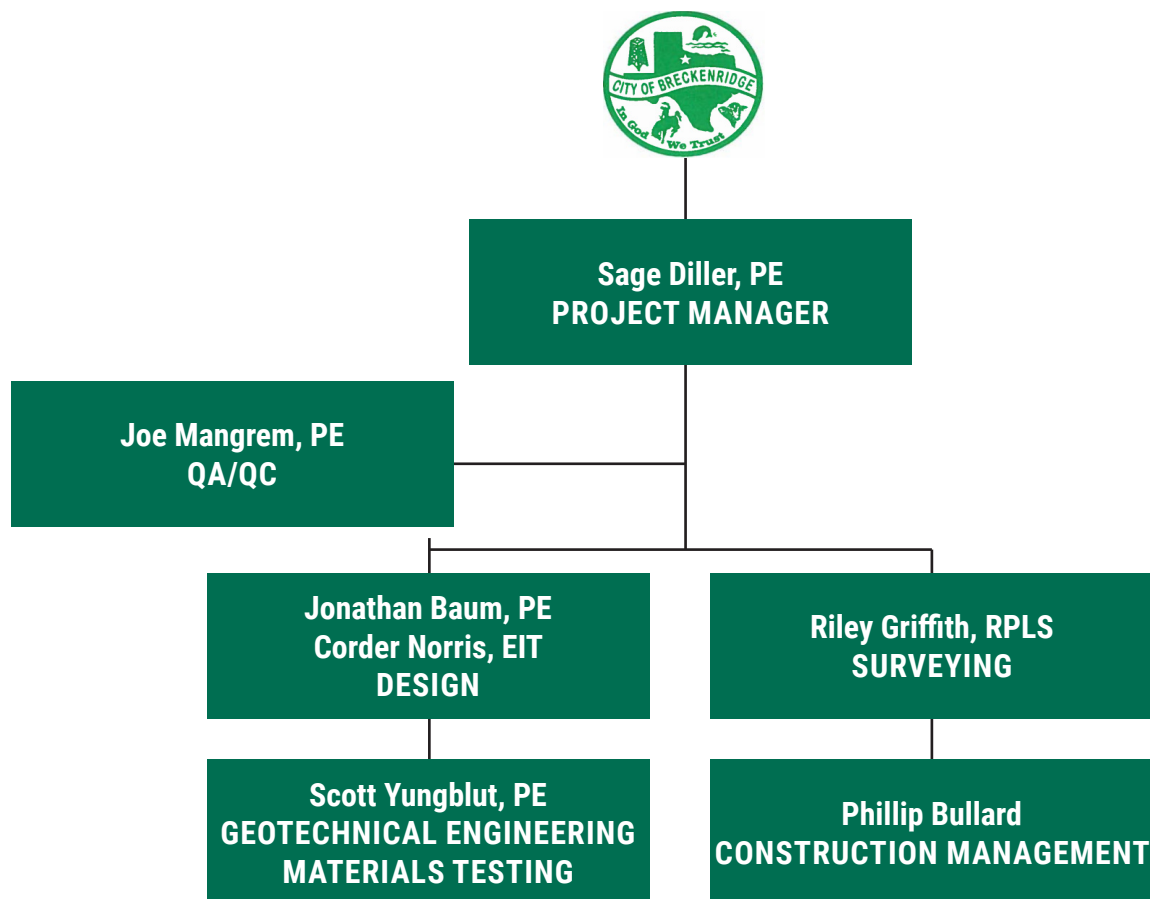
Contact: Alejandro Barrera, City Manager, (956) 849-1411



CAPACITY TO PERFORM

Organizational Structure

Key Personnel are listed herein. Additional personnel are available as needed.



Team Experience

Our Project Manager and Team Members have a strong understanding of the design, construction, regulatory and funding issues related to TDA funded projects.

We have listed key Team Members who will assist in accomplishing the objectives of various projects. Additional support personnel are available for the Project as needed.

Our resources include additional engineering professionals, survey crew members and Registered Professional Land Surveyors, geologists/geoscientists, field technicians and drafting personnel.

Resumes for the above personnel follow.



Sage Diller, PE Project Manager

PROFESSIONAL EXPERIENCE

Mr. Diller has over 19 years of experience in project design, management and construction oversight on a wide range of projects for municipal, state and private entities. His past projects have included municipal water and sewer systems, groundwater wells and storage facilities, state and county roadways and private developments. In addition to design and construction management, Mr. Diller has extensive experience assisting clients in applying for grant/loan funding through various funding agency programs, including Texas Water Development Board DWSRF and CWSRF, USDA Rural Development, Texas Department of Agriculture CDBG and DTR and TxDOT Utility Relocation and TAP Programs.

PROJECT EXPERIENCE

- **Park Street Paving and Drainage Improvements, City of Breckenridge:** Project Manager for construction of approximately 1,000 tons of hot mix asphalt paving, 23,400 square yards of concrete paving, 32,900 square yards of flexible base material, 11,500 linear feet of 4-inch to 12-inch water line, 7,400 linear feet of 6-inch to 10-inch sewer line, 1,400 linear feet of 18-inch to 36-inch storm drain, including curb, gutter and sidewalks.
- **Downtown Enhancement Project, City of Eden:** Mr. Diller served as Project Manager and provided project management and design for 2,500 square yards of concrete sidewalk, curb ramps, driveways, curb and gutter and pedestrian lighting. The project is funded through the TxDOT Transportation Alternatives Program (TAP).
- **Paving Improvements, Texas State Technical College Sweetwater:** Project Manager for improvements along Homer K. Taylor Drive and College Drive. The project consisted of the removal of existing pavement, installation of new flexible (HMAC) and rigid (Concrete) pavement, miscellaneous drainage improvements, sealcoating and striping.
- **Central Business District Concrete Street Repair, City of Abilene:** Mr. Diller served as Project Manager for the identification and mapping of widespread pavement deficiencies within the 44-block Central Business District of Abilene. An aerial drone survey was performed and a base map was developed.
- **Paving and Sealcoat Project, City of Seminole:** Mr. Diller has served as Project Manager and provided design, bidding and construction management for the City of Seminole's annual sealcoat projects for the last several years. Each year, the project includes approximately 100,000 square yards of sealcoat work.
- **Street Improvement Project, City of Roma:** Mr. Diller provided project management and design for roadway pavement reconstruction of approximately 2,420 linear feet of North Gladiator Boulevard including removal of existing pavement, re-compaction of existing base material, new hot mix and replacement of concrete valley gutters and curb and gutter. The project received grant funding through the Texas Department of Agriculture Texas Community Development Block Grant Program.



EDUCATION

Bachelor of Science, Civil Engineering
Texas Tech University, 2001

REGISTRATIONS

Registered Professional Engineer –
Texas #96645, 2005

PROFESSIONAL/CIVIC ORGANIZATIONS

Texas Society of Professional
Engineers

United Way of Abilene, Executive
Board and Finance Committee Chair

Texas Tech Alumni Abilene Chapter,
President, 2015

CERTIFICATIONS/EDUCATION

eHT Leadership Development
Program, 2013

Construction Specifications Institute
Priority Management, Dale Carnegie
HEC-RAS, Floodplain Management
Highway Capacity, Geopak I & II

AWARDS

20 Under 40, Abilene Young
Professionals

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Associate Vice President
Abilene, Texas
2007 - present

Texas Department of Transportation
(TxDOT), Lubbock District
Project Engineer
Lubbock, Texas
2001 - 2007



Joe Mangrem, PE

QA/QC

PROFESSIONAL EXPERIENCE

Mr. Mangrem brings a unique owner's perspective with over seven years of experience in design, bidding, construction management, operation and maintenance of water, wastewater, street and drainage infrastructure. Working with input from the development community, Mr. Mangrem has developed and implemented design standards for municipalities, reviewed all aspects of development plans and performed field coordination between developer contractors and utility owners.

He is a skilled and capable civil engineer with a solid record of successful municipal public works design and construction projects. Prior to joining eHT he was the Assistant City Engineer for the City of San Angelo and provided direct support to the City Engineer with day to day operation of the department. Mr. Mangrem assisted with preparation of the annual operating budget and Capital Improvement Project plan and provided engineering support to the Planning and Development Services department as well as other city departments. He managed review and approval for acquisition and abandonment of public easement and right-of-ways and managed review and development plans and specifications for public infrastructure improvements. He also served as Project Engineer for the City of San Angelo. He reviewed development plans and specifications for compliance with City standards and evaluated material submittals to ensure compliance with City specifications. In this capacity he collaborated with City of San Angelo staff and the development community to compile and implement design standards for water and sewer.

Prior to his position with the City of San Angelo, Mr. Mangrem worked for the City of Lubbock as a Civil Engineering Associate. He designed and administered water utility capital improvement projects and prepared and reviewed construction plans, specifications and cost estimates. Mr. Mangrem managed multiple professional service contracts for studies, designs and construction representation and reviewed plans and specifications prepared by engineers for compliance with City of Lubbock standards. He also compiled and managed the City of Lubbock Public Works Design Standards manual.

PROJECT EXPERIENCE

- College Hills Boulevard Paving and Drainage, City of San Angelo
- Paving Improvements, City of Big Lake
- Sayles Boulevard, City of Abilene
- Airport Lift Station Improvements, City of Midland
- Water Distribution System Hydraulic Model Analysis, City of Midland
- Water Distribution System Disinfectant Residual Evaluation, City of Midland
- Wastewater System Model Analysis, City of Midland
- Wadley Elevated Storage Tank Piping Improvements, City of Midland



EDUCATION

Bachelor of Science, Ocean Engineering
Texas A&M University, 2010
New Mexico Military Institute, 2004

REGISTRATIONS

Registered Professional Engineer – Texas #117205

PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Civil Engineers
National Society of Professional Engineers
Texas Society of Professional Engineers
American Waterworks Association
Abilene Chamber Young Professionals Association
Leadership San Angelo, 2016
Dale Carnegie Leadership Training, 2019

AWARDS

20 Under 40, Abilene Young Professionals

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Project Manager
Abilene, Texas
2017 - present
City of San Angelo
Assistant City Engineer
San Angelo, Texas
2015 - 2017
Project Engineer



Jonathan Baum, PE Design

PROFESSIONAL EXPERIENCE

Mr. Baum has experience in the design of streets, water, sewer and gas lines, detention basins, water quality ponds, parking lots, storm drainage systems, retaining walls and stormwater pollution prevention plans. Mr. Baum's experience includes the design and plan production of over 50 residential and commercial developments. He has experience in project management, construction management and operations support. Mr. Baum has previous experience working as a Bridge Inspection Assistant on over 700 bridges. In this capacity, he produced TxDOT bridge appraisals and bridge summary forms, helped to develop software to integrate inspection reports and appraisal programs, calculated load rating analyses, created bridge inventory sketches using AutoCad and Microstation and drafted bridge designs using I10/Domion Dr. and Friendswood-Link Rd.

PROJECT EXPERIENCE

- **Abilene Law Enforcement Center, City of Abilene:** Mr. Baum provided site grading and paving plans for a new parking lot and sidewalks for the facility. He provided design of the stormwater drainage plan and underground storm drain piping for landscaping areas.
- **Student Housing Apartments, Hardin Simmons University:** Mr. Baum provided site grading and layout of retaining walls between new apartment buildings and existing City streets. He provided construction layout of buildings, curb and gutter and site utilities.
- **Remington Ridge Church of Christ:** Mr. Baum provided site plan layout and construction plans for site grading, paving, site utilities and stormwater detention. The project included a TxDOT driveway permit.
- **Whistle Stop RV Park:** Mr. Baum provided site grading, drainage plans, and private water and sewer utilities for clubhouse, offices and RV spaces. The project included public utility easement dedication for a City sewer main extension and building elevation certificates. He provided construction layout for all utilities, site curbing and parking areas.
- **Hendrick Home for Children Residence Cottages:** Mr. Baum provided construction layout and resolved elevation datum differences between plans and current GPS datum.
- **Fort Concho Barracks 3 and 4, San Angelo Area Foundation:** Mr. Baum provided pre-design topographic and utility surveying and prepared plans for site grading and site utilities for the construction of the two new buildings on a historical site.
- **Hampton Hills Section 3:** Mr. Baum provided design for a new residential subdivision and provided construction plans that consisted of street paving, water lines and sewer lines to serve 28 new homes.
- **Dyess Air Force Base Hospital Facilities, SES Construction and Fuels Services, LLC:** Mr. Baum provided project management and site plan design for the construction of temporary mobile units to be used as a temporary office building for Dyess Air Force Base personnel while hospital offices are renovated.



EDUCATION

Bachelor of Science, Civil Engineering
Texas A&M University, 2003

REGISTRATIONS

Registered Professional Engineer –
Texas #100982

PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Civil Engineers
Texas Society of Professional
Engineers, Sporting Clays Tournament
Chair
Hill Country Aggie Club

CERTIFICATIONS/EDUCATION

Erosion Control Materials and Soil
Stabilization, Geo-Solutions, Inc.
Composite Elevated Water Tanks,
Landmark Structures
Safety Inspection of In-Services
Bridges, NHI/FHWA
Steel Bridge Design Conference, NHI/
NSBA LRFD

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Project Manager
Abilene, Texas
2008 - present
Matkin-Hoover Engineering &
Surveying
Assistant Project Manager
Boerne, Texas
2004 - 2008



Corder Norris, EIT Design

PROFESSIONAL EXPERIENCE

Mr. Norris has worked on a variety of civil and municipal projects in Texas. His experience includes paving and drainage, pond design, site development, client coordination and cost estimation. Additionally, he is experienced with utility design, including water distribution, wastewater and site utilities. He has provided environmental support including assisting with development of stormwater pollution prevention plans and site inspections to identify possible contaminants on construction sites.

PROJECT EXPERIENCE

- Downtown Paving Project, City of Eden
- E.N. 10th Street Roadway Rehabilitation, City of Abilene
- Mills County Pump Station, Corix Utilities
- Parking and Paving Improvements, Caldwell ISD
- Mill Ridge Estates Subdivision
- New Batting Cages, Hardin Simmons University
- Industrial Park Renovations, City of Eden
- Hardison Boat and RV Storage
- Annexed Properties Utility Improvements, City of Seminole
- Stormwater Pollution Prevention Plan- Sierra Sunset Apartment Additions
- Public Works Building, City of Blyde
- Carter Asset Management Office Building, Parkhill
- Double Ott Pump Station, Corix Utilities
- US 190 Waterline Relocation, TxDOT/Lometa



EDUCATION

Bachelor of Science, Civil Engineering, Angelo State University, 2021

REGISTRATIONS

Engineer in Training

PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Civil Engineers
Angelo State Ramngineers

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Staff Engineer
Abilene, Texas
2022 - present

Harding Earthworks
Project Engineer Intern
San Angelo, Texas
2020 - 2022



Scott Yungblut, PE

Geotechnical Engineering and Materials Testing

PROFESSIONAL EXPERIENCE

Mr. Yungblut has 27 years of experience in performing engineering analysis and design on geotechnical and construction materials testing projects throughout Texas, Louisiana, Arkansas and Oklahoma. He supervises and manages eHT's soil and materials testing laboratory responsibilities including proposal preparation, field investigation, field and laboratory analysis, report preparation and construction quality assurance and quality control.

The eHT laboratory staff utilizes state-of-the-art equipment and instrumentation. eHT procedures and methodologies conform to federal and/or state standards such as American Standards and Testing Methods (ASTM), TxDOT and American Concrete Institute (ACI).

PROJECT EXPERIENCE

Geotechnical Expertise

Mr. Yungblut's geotechnical expertise includes:

- Subsurface Exploration
- Soil Property Evaluations
- Shallow and Deep Foundation Design Recommendations
- Foundations on Expansive Soils
- Pavement Design and Evaluation
- Roadway and Parking Lot Upgrades
- Airfield Pavements

Notable Civil Projects

- Abilene ISD: Various new schools and athletic facilities
- City of Midland Monopole Tower Sites
- Lamesa High School Improvements
- Hampton Inn & Suites, Lubbock
- Abilene Fire Training Academy
- Burger King/Popeyes, Midland
- Chisolm Truck Stop, Lubbock
- Hendrick Home for Children, Main Building, Abilene
- Avis Lube 126, Midland



EDUCATION

Bachelor of Science, Civil Engineering
University of Texas at Arlington, 1993

REGISTRATIONS

Registered Professional Engineer –
Texas #85640, 1999

CERTIFICATIONS/EDUCATION

Concrete Evaluation and Repair I & II,
2011

Retaining Wall Design, 2010

Shrink Swell Soils, Texas A&M

Forensics Engineering Conference,
2007

Texas Accessibility Academy, 2005

TxDOT HotMix (HMACP) Inspector,
2003

ParSales Training, 1996

Dale Carnegie Leadership Course,
1995

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Vice President
Abilene, Texas
2000 - present

Giles Engineering Associates
Project Engineer
Dallas, Texas
1997 - 2000

Professional Endeavors (Cont.)

Professional Service Industries, Inc.
Project Manager, Department
Manager, Technician, Geotechnical
Services
Dallas, Texas
1994 - 1997



Phillip Bullard

Construction Management

PROFESSIONAL EXPERIENCE

Mr. Bullard has over 30 years of experience in construction management and inspection. He is hard-working, conscientious, and responsible with effective problem solving and analytical skills. He is skilled in planning and execution of projects during time critical environments. He has extensive knowledge in directing, coordinating and exercising authority for planning, organization, control and completion of projects as well as managing employee talents. He has conducted critical inspections on projects and provided solutions for related issues. He is skilled at solving customer relations issues by seeking first to understand and then to be understood. He is effectively able to communicate with customers, contractors and management to meet customer needs while still maintaining compliance with applicable codes. He can approach projects with a contractor's understanding of how to complete a project as well as an understanding of the engineering concepts of the project.

Mr. Bullard serves as a Resident Project Representative for eHT. In this capacity, he inspects materials for uniformity to the approved submittal and the incorporation of materials and labor into projects. Mr. Bullard witnesses all testing, such as: hydrostatic water line and bacteria tests, air test sanitary sewer tests, vacuum manhole tests, tapping sleeve air tests, soil/base densities and asphalt core samples for testing. He coordinates information between contractors, owners, engineers and utility owners. He also records installation locations and quantities for as builts and pay applications.

PROJECT EXPERIENCE

- **TxDOT Sanitary Sewer Utility Relocation, City of Breckenridge:** Installation of new sanitary sewer main line, sewer services, manholes, asphalt repair and traffic control.
- **TWDB DWSRF Contract D - Water System SCADA Improvements, City of Sweetwater:** SCADA package that includes new and refurbished antennae, new radios in panel boxes with programming to allow the water wells to communicate with the booster pumps and elevated/ground storage tanks.
- **Quela Street Lift Station Replacement, City of Monahans:** Installation of a new sanitary manhole, gravity and force main, a wet well with Flyte grinder pumps, a concrete valve vault and all new electrical service and pump controls surrounded by a security fence.
- **CDBG Water Line Improvements, City of Eden:** Installation of new water mains, gate valves, fire hydrants, water services and asphalt repair.
- **Hogan/Wadley Elevated Storage Tank Improvements, City of Midland:** Installation of new interior piping, flow control meter, flow meter and inside new concrete vaults. New SCADA, programming, radio, and controls to be centrally operated from the Water Purification Plant.
- **TWDB DWSRF Contract D - Water Line Replacement, City of Sweetwater:** Installation of new water mains, water services, fire hydrants, gate valves and asphalt repair.
- **Sealcoat Project, City of Seminole:** Installation of 185,000 square yards of street seal coating.



EDUCATION

Bachelor of Science, Civil Engineering, Texas Tech University, 1993

Associate of Science, Pre-Engineering, South Plains College, 1990

CERTIFICATIONS/EDUCATION

Hot Mix Asphalt Level 1B, 2014

Nuclear Density Gauge Certification, 2014

Water Distribution Operator Class C, 2013, WD0011340

Class A Commercial Drivers License, 2011

Wastewater Collection Operator 1, 2011, WW0044811

Water Utilities Safety Certification, 2011

Cross Connection Control & Pumps Certification, 2009

Confined Space Entry Certification, 2008

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Construction Inspector
Abilene, Texas
2017 - present

PSI Groundworks, Inc.
Contractor/Owner
Lubbock, Texas
2015 - 2017

City of Lubbock
Senior Construction Inspector
Lubbock, Texas
2011 - 2015



Riley Griffith, RPLS

Surveying

PROFESSIONAL EXPERIENCE

Mr. Griffith is the Survey Department Manager of Enprotec / Hibbs & Todd, Inc., and has 20 years experience in the field of land surveying. He has worked on residential and commercial land development projects; ALTA surveys; wind farms; oil and gas pipelines; oil field projects; water and sewer projects; a flood control dam; TxDOT ROW projects; Patent Surveys for the GLO; residential, commercial, and farm and ranch surveys. He has experience with pipeline route surveys, construction staking and ALTA surveys across West Texas, including boundary and topographic surveys; elevation certificates; ground bed surveys in Texas and Oklahoma; subdivision platting; and, oil well location staking.

PROJECT EXPERIENCE

- Airport Lift Station Improvements, City of Midland
- Water Distribution System, City of Midland
- Wadley Elevated Storage Tank Improvements, City of Midland
- Northeast Water System Improvements, City of Midland
- Wadley Boosting Station, City of Midland
- Central Business District Street Repair, City of Abilene
- Convention Center Renovations, City of Abilene
- Fire Training Facility, City of Abilene
- Memorial Hospital District, City of Ballinger
- Hendrick South Medical Buildings
- Dyess Air Force Base Hospital Facilities, SES Construction and Fuel Services, LLC
- Stonewall County Nursing Facility
- Rehabilitation of Hospital of Abilene, Med Properties
- Fire Station #7, City of Abilene
- Abilene Law Enforcement Center, City of Abilene
- Tuscany Ridge Development
- ACU Irrigation Pump Station
- Hampton Hills Development
- Water System Improvements, City of Stamford
- Wylie ISD New Elementary School
- College Hills Boulevard Rehabilitation Project, City of San Angelo
- Hardin-Simmons University Moody Center and Behrens Auditorium
- Highway 18/36 Development, Development Corporation of Abilene



EDUCATION

Bachelor of Science, Horticulture
Texas A&M University, 1993

REGISTRATIONS

Registered Professional Land
Surveyor – Texas #4683, 2006; OK
#1662

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Survey Department Manager
Abilene, Texas
2017 - present

RG Surveying, Inc.
Owner
2015 - 2017

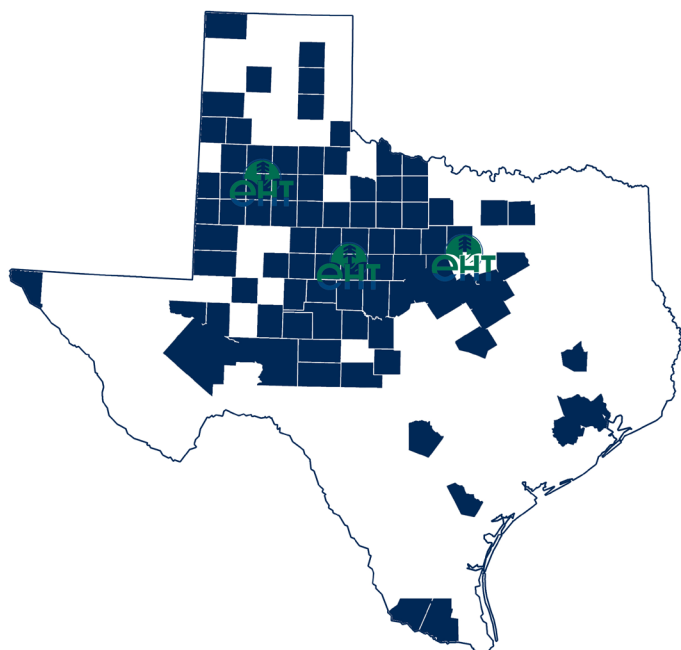
West Company of Abilene Land
Surveying
Managing RPLS
2006 - 2015



WORK PERFORMANCE

Regional Funded Projects

We have provided engineering services for a large part of Texas for TDA-funded projects. Our experience includes many successfully completed municipal infrastructure projects. The insight gained through this experience coupled with our level of service will allow us to provide a design that will meet the needs of the residents in the area. Our design will be cost effective, efficient and practical. The map below highlights areas of the State where we have provided engineering services for state or federally funded projects.



Ability to Meet Schedules



Based on current staffing, existing projects and known awards, sufficient staff will be available during the time period of this contract. In the event of workload peaks or the need for specialized disciplines, eHT has access to additional employees to meet project requirements. eHT will commit the appropriate staff resources to meet necessary schedules. eHT assures that this project will be a priority and we will have the qualified staff necessary to ensure its success.



Community Service Projects

We have provided engineering services for a large part of Texas for TDA-funded projects. Our experience includes many successfully complete

eHT regularly assists our clients with community service programs such as Supplemental Environmental Projects (SEPs) which reduce the amount of pollution reaching the environment and enhance the quality of the environment in the community. Additionally, we regularly assist our clients with community outreach and public information pertaining to projects that impact residents, as well as community impact programs such as citywide cleanup projects.



Federally Funded Construction Projects

The ability to identify and provide a funding source for public improvements is both critical and necessary in today's tight financial markets. Municipalities and counties need a consultant that not only knows how to get the funding but has an in-depth understanding of the program and agency as well. For over 30 years, eHT has been successful in helping our clients apply for and receive funding for critical public works projects.

We have experience with the following programs:

- Texas Water Development Board (TWDB)
- Texas Department of Rural Affairs (TDRA)
- USDA Rural Development (RD)
- Economic Development Administration (EDA)
- North American Development Bank (NADBank)
- South Texas Development Council (STDC)
- Texas Department of Transportation (TxDOT)
- Texas Parks and Wildlife Department (TPWD)



Cost Control

Cost control is achieved by:

- 1) close coordination with the client for input and to ensure the client's needs are being accurately addressed;
- 2) project cost estimates produced by experienced professionals; and,
- 3) attention to detail in preparation of construction



Our “commitment” to cost control is best illustrated with our water / wastewater treatment projects.

New Treatment Plants. Typically, new treatment plants are constructed on vacant sites with little or no “unknowns”. Our projects under construction are 2% below project cost estimates, with a combined Change Order amount of less than 0.2% of the construction contract amounts.

Plant Renovations and Expansions. These type projects have a greater degree of unknowns than “new” projects. These “unknowns” impact not only cost estimates developed for the project, but Change Orders during construction. Our emphasis on developing accurate cost estimates during the planning phase resulted in construction contracts approximately 1.5% less than presented in the estimates.



Labor Resources

eHT can be supplemented and supported by other professionals within the company to handle peaks and illness. We do not anticipate substantial attrition. We have a very stable and cohesive group of employees. In the event that the Principal-in-Charge or Project Manager are not available during the performance period, their responsibilities will be assumed by other officers of eHT.

eHT is prepared to increase staff as necessary to complete projects to the satisfaction and expectations of the client. This is a high priority project for our company and we will not accept additional projects that could adversely affect our ability to meet the demands of this project.



Quality of Work

eHT has managed more TDA-funded projects than most engineering firms in the state. As such, we have a vast array of experience designing and managing all types of water, wastewater and infrastructure improvement projects.

Project Approach

Agency Involvement. Our engineers will work closely with client representatives during the entire project. Clear communication and close coordination during the project will be critical for its success. There are several methods for establishing strong communication including using established communications procedures, specific TxDBG protocol and a Strategic Decision Group.

Strategic Decision Group. eHT has informally implemented a Strategic Decision Group on each of our TDA-funded projects. The Client, Grant Consultant and Engineer have worked together to keep the projects free of “snags” and on target. Construction firm principals will be added at the appropriate time. This decision-making group will anticipate “snags” and inefficiencies in the project and resolve any major problems that may arise. This will help avoid long periods of downtime that often result because of lengthy negotiations and ineffective decision-making. This group’s purpose is to keep the project on target.

Stakeholder Input. We advocate incorporating local input from the Client on important project decisions and options. Our experience indicates this level of communication and helps to provide a project that will meet the local needs. We feel Client leadership helps to shape the outcome of the project.

We accomplish this by:

- Providing frequent technical briefings regarding the details of the project.
- Providing field tours for Client representatives to view proposed equipment and processes.
- Ensuring critical project decisions are made by the Client and implemented by the design team.

As your consulting partner, the first step will be to meet with your staff and review the objectives for your project. A preliminary engineering report (PER) will be prepared to evaluate existing conditions, alternatives and associated costs.

The Client’s needs and desires must be integrated into the project from the start. Input concerning functional issues during design and construction phases will result in a more “user-friendly” system. Our staff will maintain constant communication, focusing on sensitive issues and potential roadblocks to success.

Task 1.0: Preliminary Engineering Report

- A. Consult with the Client to determine specific needs and requirements.
- B. Prepare a preliminary engineering study and report on the project in sufficient detail to indicate problems involved and the alternate solutions available to the Client, to include schematic layouts and sketches, general cost projection for the Project and a schedule to set forth the Engineer’s recommendations.
- C. Determine whether or not the project requires acquisition of property. Make any necessary surveys of existing right-of-way, topography, utilities, or other field data required for proper design of the project.

Provide consultation and advise as to the necessity of the Client providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations; and act as the Client's representative in connection with any such services.

D. Determine whether or not the project requires acquisition of property and if applicable furnish to the locality: Legal Description of Parcels to be acquired; Map showing entire tract with designation of part to be acquired.

Task 2.0: Design Plans and Specifications

A. On the basis of the approved preliminary design documents and preliminary engineering findings, we prepare detailed construction drawings and specifications for the Project.

B. Furnish engineering data that will assist in the preparation of the required documents to secure approval of such governmental authorities as have jurisdiction over design criteria applicable to the Project for the Client. Special considerations include obtaining approval of plans and specifications by the Texas Commission on Environmental Quality (TCEQ), Austin, Texas.

C. Advise the Client of any adjustment to the cost projection for the Project caused by changes in scope, design requirements, or construction costs and furnish a revised cost projection for the Project based on the completed drawings and specifications.

Task 3.0: Bid Administration

A. Prepare Bid Packet/Contract Documents.

B. Place advertisement/solicitation (advertised in newspaper of general circulation for two consecutive weeks at minimum).

C. Issue addenda for any necessary clarification of bid documents including incorporation of any wage rate modifications (if applicable).

D. Open bids (bid opening to be held at least two weeks from publication date of first advertisement).

E. Tabulate bids (include completeness and eligibility screening).

F. Announce lowest and best bid, if applicable (at bid opening). If required, issue a rejection of all bids and re-advertise bids.

G. Conduct construction Contractor eligibility verification.

H. Approve contract award by local governing body.

Task 4.0: Construction Phase - Field Testing and Inspection

A. Direct and hold a pre-construction conference with Client representatives, Contractor and Engineer.

B. Issue Notice to Proceed to construction to Contractor.

C. Establish Progress Payment Schedule and construction for Contractor's submittal of cost estimates.

D. Process and submit Change Orders.

E. Perform site visits and observations (by Project Engineer).

F. Check samples, catalog data, shop drawings, laboratory and mill tests of materials and equipment and other data which the Contractor is required to submit, only for the conformance with the design concept of the Project and compliance with the information given by the plans, specifications and contract documents.

G. Based on the Consultant's on-site observations as an experienced and qualified design professional and on the Consultant's review of the Contractor's Applications for Payment, determine the amount owed to the Contractor in such amounts.

H. Prepare Certificate of Construction Completion.

I. Prepare resolution for consideration by the locality for acceptance of the completed Project.

Task 5.0: Closeout Phase

A. Conduct, in company with Client representative(s), a final inspection of the Project for conformance with the design concept of the Project, and compliance with the plans, specifications, and contract documents, and recommend in writing, final payment to the Contractor.

B. Make an inspection of the Project prior to expiration of the warranty period and report observed discrepancies under warranty provided by the construction contract.

C. Furnish the Client a set of record prints of drawings and addendum drawings showing those changes made during the construction period, based upon the marked up prints, drawing and other data furnished by the Contractor which the Consultant considers to be significant.

Deliverables

eHT will provide plans, specifications and executed documents as determined by the Client, but typically include: Two sets of final plans and specifications during the bid process; Three sets of executed contract documents; and, One set of drawings of record.

eHT follows the standard project implementation schedule for TDA-funded projects including specific milestone dates set forth by the funding agency.



INSURANCE

The firm maintains insurance coverage in amounts appropriate to its workload and low claims history. Included in our current policies are coverages for commercial general liability, professional liability, automobile liability, as well as workers compensation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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 Marsh & McLennan Agency, LLC 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231		CONTACT NAME: Jacquie Moline PHONE (A/C, No, Ext): 972-770-1454 E-MAIL ADDRESS: jacquie.moline@marshmma.com FAX (A/C, No): 212-701-1134															
INSURED Enprotec/Hibbs & Todd, Inc. 402 Cedar St. Abilene TX 79601		INSURER(S) AFFORDING COVERAGE <table border="1"> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER B : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER C : Continental Casualty Company</td> <td>20443</td> </tr> <tr> <td>INSURER D : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER	NAIC #	INSURER A : Texas Mutual Insurance Company	22945	INSURER B : Continental Casualty Company	20443	INSURER C : Continental Casualty Company	20443	INSURER D : Continental Insurance Company	35289	INSURER E :		INSURER F :	
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INSURER E :																	
INSURER F :																	

COVERAGES

CERTIFICATE NUMBER: 1913095697

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6076387644	4/2/2022	4/2/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			6076387613	4/2/2022	4/2/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6076387630	4/2/2022	4/2/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			0001141768	4/2/2022	4/2/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional & Pollution Liability			AEH591899237	4/2/2022	4/2/2023	Each Claim \$5,000,000 Aggregate \$5,000,000 SIR - Per Claim \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Cyber Liability. Policy Number: ESK0039440637, Carrier: Underwritten by certain underwriters at Lloyd's and other insurers (4/2/22-4/2/23)
 \$1,000,000 Limit of Liability - each claim
 \$1,000,000 Limit of Liability - aggregate
 \$5,000 - Retention - each claim

Additional Insured form #CNA74858 edition 01/15 applies to the General Liability policy.
 Waiver of subrogation form #CNA74858 edition 01/15 applies to the General Liability policy.
 Primary & Non-Contributory General Liability form #CNA74858 edition 01/15.
 See Attached...

CERTIFICATE HOLDER

CANCELLATION

For Information Only

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

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)

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REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
 2022 TxCDBG DOWNTOWN REVITALIZATION PROGRAM FUND
 FEBRUARY 2, 2023



AFFIRMATIVE ACTION

It is the policy of Enprotec / Hibbs & Todd, Inc. to afford equal opportunity of employment to all individuals regardless of race, color, religion, sex, or national origin. The Company will take affirmative action to ensure that it will:

- 1) Recruit, hire and promote all job classifications without regard to race, color, religion, sex, or national origin.
- 2) Base decisions on employment so as to further the principle of equal employment opportunity.
- 3) Ensure that promotion decisions are in accord with principles of equal employment opportunities.

The successful achievement of nondiscriminatory employment programs requires maximum cooperation between management and employees. In fulfilling its part in this cooperative effort, management is obliged to lead the way by establishing and implementing affirmative procedures and practices which will insure objectives, namely, equitable employment opportunity for all.

I certify that the officers of this company will direct the establishment of and monitor the implementation of personnel procedures to guide our affirmative action program.



Scott F. Hibbs, PE
President



REGISTRATION

**Texas Board of Professional
Engineers and Land Surveyors**
CERTIFICATE OF REGISTRATION

This acknowledges that
Enprotec/Hibbs and Todd Inc

has fulfilled the requirements of the Texas Board of Professional Engineers
and Land Surveyors to offer and perform engineering services in the state of Texas.

Registration Number
F-1151

Expiration Date
9/30/2023



SYSTEM FOR AWARD MANAGEMENT

Last updated by Jessica Long on Dec 07, 2022 at 09:38 AM

ENPROTEC / HIBBS & TODD, INC.



ENPROTEC / HIBBS & TODD, INC.

Unique Entity ID DLNUVLRUVW17	CAGE / NCAGE 0HLV8	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 7, 2023	
Physical Address 402 Cedar ST STE Lower Abilene, Texas 79601-5734 United States	Mailing Address P.O. Box 3097 Abilene, Texas 79604-3097 United States	

Business Information

Doing Business as Geotec Labs	Division Name (blank)	Division Number (blank)
Congressional District Texas 19	State / Country of Incorporation Texas / United States	URL http://www.e-ht.com

Registration Dates

Activation Date Dec 9, 2022	Submission Date Dec 7, 2022	Initial Registration Date Apr 12, 2002
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Jan 1, 1989	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

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

No

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

Not Selected

Proceedings Questions

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

No

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

Not Selected

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

Not Selected

Exclusion Summary

<https://sam.gov/entity/DLNUVLRUVW17/coreData?status=Active>

Page 1 of 4



REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
2022 TXCDBG DOWNTOWN REVITALIZATION PROGRAM FUND
FEBRUARY 2, 2023



TDA TXCDBG CERTIFICATION



Joe Mangrem, PE, is a Project Manager with eHT.



Certification Regarding Lobbying

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

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Sage Diller

Signature of Contractor's Authorized Official

Sage Diller, PE, Associate Vice President

Printed Name and Title of Contractor's Authorized Official

January 19, 2023

Date



CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

Enprotec / Hibbs & Todd, Inc.

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

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

Name of Officer

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

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

☐ Yes ☐ No N/A

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

☐ Yes ☐ No N/A

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

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

7 Sage Dill January 19, 2023
Signature of vendor doing business with the governmental entity Date



Request for Qualifications (RFQ) for Engineering Services

The City of Breckenridge is seeking to enter into an engineering services contract with a state-registered engineer for application preparation and project implementation services related to a 2023 Community Development Fund (CD) Downtown Revitalization/Main Street Program application and project of the TxCDBG-DRP/MS Program of the Texas Department of Agriculture. The following outlines this request for qualifications.

- I. Scope of Services - The engineering contract will encompass all application and project-related engineering services to the City of Breckenridge under its 2023 CDBG-Downtown Revitalization/Main Street project, including but not limited to the following:

Phase One

- Application preparation assistance, including sealed Table 2, Budget Justification, and Exhibit*

Phase Two

- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services (

Please specify actual tasks to be performed under each of these categories.

*Application Items are not reimbursable with TxCDBG federal or local match funds

- II. Statement of Qualifications - The City of Breckenridge is seeking to contract with a competent engineering or architectural firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to water, sewer, street, and drainage projects and other eligible activities under the 2023 CD-DRP/MS Program;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
- Federally-funded construction projects; and
- Projects located in this general region of the state
- Engineer/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) of the System for Award Management (SAM) www.Sam.gov .

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers, architects, and surveyors that will or may be assigned to this project if you receive the contract award.

Also, please provide a copy of your current certificate of insurance for professional liability, an executed Certification Regarding Lobbying, and completed CIQ Questionnaire.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
- For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(d)(5) and Texas Government Code § 2254.004)
- V. Deadline for Submission – Electronic versions of the proposal shall be received by the City no later than **January 5, 2022 by 3:00 pm**. Please email your proposal or submit your proposal of services and a statement of qualifications for the proposed services to the address below:

Cynthia Northrop, City Manager
Cnorthrop@breckenridgetx.gov

Certification Regarding Lobbying

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

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Printed Name and Title of Contractor's Authorized Official

Date

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity**

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

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

7

Signature of vendor doing business with the governmental entity

Date

401

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage _____ to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the [e.g. *City Manager/County _____*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder for application preparation shall not exceed \$_____. The maximum amount of compensations and reimbursement to be paid hereunder for project engineering services shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

10. Extent of Agreement
 This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments: __] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(Local City/County Official)

(Printed Name)

(Title)

BY: _____
(Firm/Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:
(Choose appropriate contracted services)

SCOPE OF SERVICES

PHASE 1 – Application Preparation

1. Complete application preparation attachments including, but not limited to:
 - a. Sealed Table 2
 - b. Budget/project justification
 - c. Required maps

PHASE 2 – Project Engineering

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWS) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.

11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.
4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance 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). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and

records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.

10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III - PAYMENT SCHEDULE

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Application preparation	0%
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

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

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

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

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm 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 Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm 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 Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm'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 Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm 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 Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - a. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - b. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
 - c. The Firm agrees to send to each labor organization or representative of workers with which the Firm has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Firm's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
 - d. The Firm agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Firm will not subcontract

with any subcontractor where the Firm has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

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

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

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

PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
------	-------------------------------------

_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge
 Name of Respondent TRC Engineers Inc.
 Evaluator's Name(s) Gary Mercer

TxCDBG Contract No. 2023 DRP/MS Program

Date of Rating 7/3/2023

Experience -- Rate the respondent for experience in the following areas:

Factor	Max.Pts.	Score	Comments
1. Has previously designed <u>Reutilization</u> type of projects	20	<u>18</u>	
2. Has worked on federally funded construction projects	10	<u>8</u>	
3. Has worked on projects that were located in this general region.	10	<u>8</u>	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	18	<u>16</u>	
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>	
Subtotal, Experience	60	<u>52</u>	

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>21</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>52</u>
<input type="checkbox"/> Work Performance	25	<u>21</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>87</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of BreckenridgeTxCDBG Contract No. 2023 DRP/MS ProgramName of Respondent JRCDate of Rating 2.3.2023Evaluator's Name(s) Cynthia Northing**Experience** -- Rate the respondent for experience in the following areas:Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>18</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	60	<u>58</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>9</u>
2. Manages projects within budgetary constraints	5	<u>5</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>23</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>97</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge
 Name of Respondent TRC Engineers Inc
 Evaluator's Name(s) Jessica Sutter

TxCDBG Contract No. 2023 DRP/MS Program
 Date of Rating 1/3/2023

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed <u>Renovation</u> type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	10	<u>9</u>
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)	10	<u>7</u>
4. Extent of experience in project construction management	18	<u>16</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	60	<u>52</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>21</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>52</u>
<input type="checkbox"/> Work Performance	25	<u>21</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>87</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge
 Name of Respondent Corlett, Propst & Boyd
 Evaluator's Name(s) Cynthia Northrop

TxCDBG Contract No. 2023 DRP/MS Program
 Date of Rating 2.3.2023

Experience -- Rate the respondent for experience in the following areas:

Comments

Factor	Max.Pts.	Score
1. Has previously designed _____ type of projects	20	<u>15</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>10</u> <u>15</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	<u>60</u>	<u>52</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	<u>25</u>	<u>19</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>3</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>11</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	<u>100</u>	<u>88</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge
 Name of Respondent Corlett, Probst + Boyd
 Evaluator's Name(s) Gary Mercer

TxCDBG Contract No. 2023 DRP/MS Program

Date of Rating 4/3/2023

Experience -- Rate the respondent for experience in the following areas:

Comments

Factor	Max.Pts.	Score	
1. Has previously designed <u>Renovation</u> type of projects	20	<u>17</u>	
2. Has worked on federally funded construction projects	10	<u>8</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	18	<u>7</u>	
5. Current Certification of TxCDBG Project Implementation Training	2	<u>1.5</u>	
		<u>0?</u>	not in packet
Subtotal, Experience	60	<u>47</u>	

Work Performance

Factor	Max.Pts.	Score	
1. Past projects completed on schedule	10	<u>5</u>	
2. Manages projects within budgetary constraints	5	<u>2</u>	
3. Work product is of high quality	10	<u>5</u>	
Subtotal, Performance	25	<u>12</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score	
1. Staff Level / Experience of Staff	5	<u>4</u>	
2. Adequacy of Resources	5	<u>3</u>	
3. Professional liability insurance is in force	5	<u>0?</u>	not in packet
Subtotal, Capacity to Perform	15	<u>7</u>	

TOTAL SCORE

Factor	Max.Pts.	Score	
<input type="checkbox"/> Experience	60	<u>47</u>	
<input type="checkbox"/> Work Performance	25	<u>12</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>5</u>	
Total Score	100	<u>64</u>	

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of BreckenridgeTxCDBG Contract No. 2023 DRP/MS ProgramName of Respondent Cornell, Probst & BoydDate of Rating 1/3/2023Evaluator's Name(s) Jessica Jutrz**Experience** -- Rate the respondent for experience in the following areas:Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>16</u>
2. Has worked on federally funded construction projects	10	<u>8</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>8</u> <u>15</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	<u>60</u>	<u>49</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	<u>25</u>	<u>19</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>3</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>12</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>49</u>
<input type="checkbox"/> Work Performance	25	<u>19</u>
<input type="checkbox"/> Capacity to Perform	15	<u>12</u>
Total Score	<u>100</u>	<u>80</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of BreckenridgeTxCDBG Contract No. 2023 DRP/MS ProgramName of Respondent Freeman and MilliganDate of Rating 2.3.2023Evaluator's Name(s) Capital Area Northrup**Experience** -- Rate the respondent for experience in the following areas:Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	10	<u>9</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>16</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	60	<u>55</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>21</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>92</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge
 Name of Respondent Freeman Mullick Inc
 Evaluator's Name(s) Gary Mercer

TxCDBG Contract No. 2023 DRP/MS Program
 Date of Rating 4/3/2023

Experience -- Rate the respondent for experience in the following areas:

Comments

Factor	Max.Pts.	Score	
1. Has previously designed <u>Rentalization</u> type of projects	20	<u>19</u>	
2. Has worked on federally funded construction projects	10	<u>8</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		<u>7</u>	
4. Extent of experience in project construction management	18	<u>16</u>	
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>	
Subtotal, Experience	60	<u>52</u>	

Work Performance

Factor	Max.Pts.	Score	
1. Past projects completed on schedule	10	<u>7</u>	
2. Manages projects within budgetary constraints	5	<u>4</u>	
3. Work product is of high quality	10	<u>8</u>	
Subtotal, Performance	25	<u>19</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score	
1. Staff Level / Experience of Staff	5	<u>5</u>	
2. Adequacy of Resources	5	<u>4</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>14</u>	

TOTAL SCORE

Factor	Max.Pts.	Score	
<input type="checkbox"/> Experience	60	<u>52</u>	
<input type="checkbox"/> Work Performance	25	<u>19</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>	
Total Score	100	<u>85</u>	

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge
 Name of Respondent Freeman + Milligan
 Evaluator's Name(s) Jessica Sutter

TxCDBG Contract No. 2023 DRP/MS Program
 Date of Rating 1/3/2023

Experience -- Rate the respondent for experience in the following areas:

Comments

Factor	Max.Pts.	Score
1. Has previously designed <u>Rehabilitation</u> type of projects	20	<u>17</u>
2. Has worked on federally funded construction projects	10	<u>8</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>8</u> <u>16</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	60	<u>51</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>20</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>14</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>51</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	100	<u>85</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of BreckenridgeTxCDBG Contract No. 2023 DRP/MS ProgramName of Respondent EHTDate of Rating 2.3.2023Evaluator's Name(s) Cynthia Northrup**Experience** -- Rate the respondent for experience in the following areas:Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>10</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	<u>60</u>	<u>60</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	<u>25</u>	<u>20</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>14</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	<u>100</u>	<u>96</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of BreckenridgeTxCDBG Contract No. 2023 DRP/MS ProgramName of Respondent EHTDate of Rating 4/3/2023Evaluator's Name(s) Gary Morce**Experience** -- Rate the respondent for experience in the following areas:Comments

Factor	Max.Pts.	Score
1. Has previously designed <u>Rehabilitation</u> type of projects	20	<u>18</u>
2. Has worked on federally funded construction projects	10	<u>9</u>
3. Has worked on projects that were located in this general region. Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)	10	<u>9</u>
4. Extent of experience in project construction management	18	<u>17</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	60	<u>55</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	25	<u>20</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>4</u>
2. Adequacy of Resources	5	<u>4</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>13</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>55</u>
<input type="checkbox"/> Work Performance	25	<u>20</u>
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>
Total Score	100	<u>88</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge
 Name of Respondent EHT
 Evaluator's Name(s) Jessica Sutter

TxCDBG Contract No. 2023 DRP/MS Program
 Date of Rating 1/31/2023

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed <u>Rehabilitation</u> type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	10	<u>9</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>10</u> <u>18</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	60	<u>59</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>21</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>59</u>
<input type="checkbox"/> Work Performance	25	<u>21</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>95</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge TxCDBG Contract No. 2023 DRP/MS Program
 Name of Respondent ~~Free Market~~ Jacob Ramirez Date of Rating 2.3.2023
 Evaluator's Name(s) Cynthia Northing

Experience -- Rate the respondent for experience in the following areas:

Comments

Factor	Max.Pts.	Score
1. Has previously designed _____ type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	10	<u>10</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>10</u> <u>18</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	<u>60</u>	<u>60</u>

Work Performance

Factor	Max.Pts.	Score
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>3</u>
3. Work product is of high quality	10	<u>8</u>
Subtotal, Performance	<u>25</u>	<u>19</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

Factor	Max.Pts.	Score
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	<u>15</u>	<u>15</u>

TOTAL SCORE

Factor	Max.Pts.	Score
<input type="checkbox"/> Experience	60	<u>60</u>
<input type="checkbox"/> Work Performance	25	<u>23</u>
<input type="checkbox"/> Capacity to Perform	15	<u>14</u>
Total Score	<u>100</u>	<u>97</u>

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of BreckenridgeTxCDBG Contract No. 2023 DRP/MS ProgramName of Respondent Jacob MartinDate of Rating 1/3/2023Evaluator's Name(s) Gary Mercer**Experience** -- Rate the respondent for experience in the following areas:Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Has previously designed <u>Reutilization</u> type of projects	20	<u>19</u>	
2. Has worked on federally funded construction projects	10	<u>8</u>	
3. Has worked on projects that were located in this general region.	10		
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			<u>10</u>
4. Extent of experience in project construction management	18	<u>16</u>	
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>	
Subtotal, Experience	60	<u>55</u>	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Past projects completed on schedule	10	<u>9</u>	
2. Manages projects within budgetary constraints	5	<u>4</u>	
3. Work product is of high quality	10	<u>9</u>	
Subtotal, Performance	25	<u>22</u>	

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	<u>4</u>	
2. Adequacy of Resources	5	<u>4</u>	
3. Professional liability insurance is in force	5	<u>5</u>	
Subtotal, Capacity to Perform	15	<u>13</u>	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
<input type="checkbox"/> Experience	60	<u>55</u>	
<input type="checkbox"/> Work Performance	25	<u>22</u>	
<input type="checkbox"/> Capacity to Perform	15	<u>13</u>	
Total Score	100	<u>90</u>	

Engineer/Architect/Surveyor Rating Sheet

Grant Recipient City of Breckenridge
 Name of Respondent Jacob Martin
 Evaluator's Name(s) Jessica Sutter

TxCDBG Contract No. 2023 DRP/MS Program
 Date of Rating 7/3/2023

Experience -- Rate the respondent for experience in the following areas:

Comments

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Has previously designed <u>Rehabilitation</u> type of projects	20	<u>20</u>
2. Has worked on federally funded construction projects	10	<u>9</u>
3. Has worked on projects that were located in this general region.	10	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)		
4. Extent of experience in project construction management	18	<u>10</u> <u>18</u>
5. Current Certification of TxCDBG Project Implementation Training	2	<u>2</u>
Subtotal, Experience	60	<u>59</u>

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	<u>8</u>
2. Manages projects within budgetary constraints	5	<u>4</u>
3. Work product is of high quality	10	<u>9</u>
Subtotal, Performance	25	<u>21</u>

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	<u>5</u>
2. Adequacy of Resources	5	<u>5</u>
3. Professional liability insurance is in force	5	<u>5</u>
Subtotal, Capacity to Perform	15	<u>15</u>

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	<u>59</u>
<input type="checkbox"/> Work Performance	25	<u>21</u>
<input type="checkbox"/> Capacity to Perform	15	<u>15</u>
Total Score	100	<u>95</u>

RESOLUTION 2023-04

A RESOLUTION OF THE CITY OF BRECKENRIDGE, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR A 2023 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – DOWNTOWN REVITALIZATION/MAIN STREET FUND GRANT THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE.

WHEREAS, participation in the Texas Community Development Block Grant Program – Community Development Fund (CDBG) requires implementation by professionals experienced in the engineering/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering and design services has been completed in accordance with the Texas Department of Agriculture requirements;

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

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That Jacob Martin is selected to provide application and project-related engineering and design services for a 2023 CDBG DRP/MS Grant for the City.
- Section 2. That a cost-price analysis will be conducted to determine the negotiated fee to be appropriate and reasonable based upon program requirements and rules.
- Section 3. That any and all project-related services contracts or commitments made with the above-named service provider(s) are dependent on the successful negotiation of a contract with the service provider(s).

PASSED AND APPROVED ON 7th DAY OF FEBRUARY 2023.

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding a change order to the AMI Meter Replacement project.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Using funding from the Americans Recovery Plan Act, the City of Breckenridge directed the funds to improve and automate the meter reading for utility billing, which will increase the accuracy of water usage by our customers, saves staff time and provides customers the ability to identify leaks.

The project has been underway since late last year. The Notice to Proceed was June 16, 2022 with 240 days to complete. Completion was scheduled to be February 11, 2023.

Due to challenges identifying existing water meters and supply chain issues, this change order will update the size and number of new meters required and extend the completion 30 days from February 11, 2023 to March 13, 2023.

FINANCIAL IMPACT:

TBD – will be provided in supplemental materials.

STAFF RECOMMENDATION:

Approve staff recommendations as presented.

Construction Contract Change Order Request

Subrecipient: Breckenridge

Region: WCTCOG

ARP Contract Number: TX0206

Change Order No.: 2 - Final Change Order

Engineer Name, Address, & Phone Number

Enprotec / Hibbs & Todd, Inc.
402 Cedar Street, Abilene, Texas 79601
325-698-5560

Contractor Name, Address, & Phone Number:

SecureVision of America, Inc., PO Box 218
Fentress, Texas 78622 , 830-243-7117

ATTACH SHEET FOR ADDITIONAL ITEMS

ITEM NO	DESCRIPTION	ORIGINAL EST. QTY	NEW EST. QTY	NET CHG IN QUAN	ORIGINAL UNIT PRICE	REVISED UNIT PRICE	NET CHANGE IN \$	UNIT MEASURE	NET CHANGE IN DOLLARS
1	Furnish and Install 1" Water Meter	38	46	8	480.00			EA	3,840.00
2	Furnish and install 1.5" Water Meter	138	181	43	1,355.00				58,265.00
3	Furnish and Install 2" Water Meter	60	73	13	1,485.00				19,305.00
4	Install / Relocate 4" Water Meter	0	4	4	550.00				2,200.00
5	Meter Box Install (City provided box)	60	105	45	25.00				1,125.00
6	5/8" Water Meter (Unused Quantity)	2,521	2,353	-168	325.00				-54,600.00
7	Downsize 1" to 5/8"	0	18	18	0	123.00			2,214.00
8	Downsize 1.5" to 5/8"	0	5	5	0	410.00			2,050.00

Justification for Change

	Increase		Decrease		No Change
1. Effect of this change on scope of work:	<input checked="" type="radio"/>		<input type="radio"/>		<input type="radio"/>
2. Effect on operation and maintenance costs:	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
	Yes		No		Not Applicable
3. Will this Change Order change the number of beneficiaries?	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
4. Has this change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction?	<input type="radio"/>		<input checked="" type="radio"/>		<input type="radio"/>
If "yes", is an environmental assessment required? Explain.					
5. Is the TCRQ clearance still valid?	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
6. Are other contractual special condition clearances still valid?	<input type="radio"/>		<input type="radio"/>		<input checked="" type="radio"/>
7. If new items are included that were not included in the competitive bid, have the prices been determined to be reasonable?	<input checked="" type="radio"/>		<input type="radio"/>		<input type="radio"/>

Change in Construction Contract Price

Original Contract Price: 1,298,678.53

Cumulative Previous Change Order(s)
Total: 10,620.00Contract Price Prior to this Change
Order: 1,309,298.53No ~~Increase~~ Decrease of this Change
Order: 34,399.00Contract Price with All Approved
Change Orders: 1,343,697.53Cumulative Percent Change in
Contract Price (+/-) + 3.47%

Construction Contract Start Date: 06/16/2022

Change in Contract Time (Calendar Days)

Original Contract Time in Days: 240

Net Change from Previous Change Order(s) in
Days: 0

Contract Time Prior to this Change Order in Days: 240

No ~~Increase~~ Decrease of this Change Order in
Days: 30Contract Time with All Approved Change Orders
in Days: 270

Subrecipient Contract End Date: N/A

Construction Contract End Date: 03/13/2023

Authorized Signature

Date

Authorized Signatory's Name and Title (Print)

Joseph T. Mangrem

Engineer's Signature

02/07/2023

Date

Joe Mangrem, Project Engineer, eHT

Engineer's Name (Print)

John Tracy Irwin, President

Contractor's Signature

2/7/2023

Date

Securevision of America, Inc. by John Tracy Irwin, President

Contractor's Name and Title (Print)



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding BEDC contract with the Breckenridge Chamber of Commerce

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The Breckenridge Economic Development Corporation and the Chamber of Commerce have partnered together for the BEDC to reimburse the Chamber for administrative assistance in furthering the economic development goals of Breckenridge and the BEDC. This contract continues that agreement for the period of October 1, 2022, through September 30, 2023.

FINANCIAL IMPACT:

BEDC to fund - \$10,000 for FY 2022-2023

STAFF RECOMMENDATION:

Consider approval of BEDC request

BRECKENRIDGE ECONOMIC DEVELOPMENT CORPORATION
BRECKENRIDGE CHAMBER OF COMMERCE
CONTRACT

THE STATE OF TEXAS }
COUNTY OF STEPHENS }
CITY OF BRECKENRIDGE }

WHEREAS, the City of Breckenridge has enacted a ½ cent sales tax for the purposes provided in the Development Corporation Act of 1979, and

WHEREAS, the City of Breckenridge has created the Breckenridge Economic Development Corporation, in accordance with the provisions of the Development Corporation act of 1979, and

WHEREAS, it is deemed to be in the public interest to expend the receipts from such tax in the furtherance of such purposes as provided in the Development Corporation Act of 1979, and

WHEREAS, the Breckenridge Economic Development Corporation, and the Breckenridge Chamber of Commerce have a mutual interest in establishing Breckenridge as a Major City in this region of the State of Texas, and encouraging the economic growth of Breckenridge by bringing economic development through the creation of new business and industry and the development of the community through the development of community resources leading to economic development, and

WHEREAS, the Breckenridge Chamber of Commerce traditionally has concerned itself with these goals and is the best qualified agency to plan and execute programs designated to accomplish these purposes with the least duplication of resources.

NOW, THEREFORE, the Breckenridge Economic Development Corporation, hereinafter called BEDC, and the Breckenridge Chamber of Commerce, Inc., hereinafter called the Chamber, make and enter into the following agreement and contract:

I. PURPOSE

The Breckenridge Chamber of Commerce, Inc., is a 501 (c) (6) nonprofit Corporation that, in part, fosters manufacturing and industrial expansion and job creation. The BEDC and the Chamber wish to enter into an agreement whereby the BEDC, acting in accordance with the Development Corporation Act of 1979 (as amended), may reimburse certain expenses incurred by the Chamber for the purpose of promoting and marketing the City of Breckenridge and vicinity.

II. DUTIES

The BEDC will provide \$10,000.00 in funds (\$833.33 per month) for personnel beginning October 1, 2022 and ending September 30, 2023, for the purpose of administrative assistance provided by one (1) member of the Chamber staff and for the purpose of Economic Development and promoting the City of Breckenridge and vicinity.

The Chamber agrees to:

1. Through ongoing efforts of the Chamber, the Chamber will continue to build a general awareness of locational opportunities in the Breckenridge area through advertising and general promotional activities on a local, state and national basis.
2. Generate specific interest in Breckenridge of overall community development, as well as economic growth, and in expansion and success of local existing business and industry.
3. Authorize the involvement of one member of the Chamber staff, namely the Office Manager. The Office Manager will dedicate a minimum of 40% of their daily work schedule participating in Economic Development objectives set forth by the Board of Directors of BEDC.

III DURATION, TERMINATION

This contract may be terminated by the BEDC or the Chamber, in whole, or from time to time, in part, upon good cause and whenever such termination is in the best interest of the BEDC or the Chamber. Termination will be effective sixty (60) days after delivery of Notice of termination specifying to what extent performance work under the contract has been terminated and specifying that the contract shall be terminated sixty (60) days after receipt by the notified party. This contract expires without notification on September 30, 2023.

The following operating procedures are hereby adopted for the program.

1. REPORTING

All accounting procedures, records and reports shall be available for inspection by any member of the Board of Directors of BEDC at any time during normal business hours of the Chamber.

2. TRANSFER OF FUNDS

Transfer of funds approved under this contract shall be made to the Chamber no later than the first day of each month following receipt, in the amount provided for earlier in this contract.

3. EXPENDITURE RESTRICTIONS

The funds received by the Chamber may be spent toward specific programs, projects and expenses, in accordance with the current state statutes acting in accordance with the Development Corporation Act of 1979 (as amended), and in accordance with a budget approved by the BEDC. Any non-budgeted or excess funds remaining after year-end will be held over for future expenditures.

4. RECORDS RETENTION

All books of entry shall be maintained in accordance with the statutes of the State of Texas.

5. BONDS

Chamber Officers and Staff designated by the Chamber to manage funds under this contract shall be bonded in the amount of not less than \$25,000.

The Chamber shall use the funds provided under this contract to further the purposes stated herein. The programs, planning, preparation and execution shall be the sole responsibility of the Chamber as directed by the Board of Directors of the BEDC.

EXECUTED IN DUPLICATE ORIGINALS ON THIS THE _____ DAY OF FEBRUARY 2023.

LEE OLSON, PRESIDENT,
BRECKENRIDGE ECONOMIC
DEVELOPMENT CORPORATION

ATTEST:


WADE SMITH, SECRETARY
BRECKENRIDGE ECONOMIC
DEVELOPMENT CORPORATION

S E A L



JONATHAN NEWTON, PRESIDENT
BRECKENRIDGE CHAMBER OF
COMMERCE, INC.

ATTEST:



MARITZA FAMBRO, SECRETARY
BRECKENRIDGE CHAMBER OF
COMMERCE, INC.

S E A L

APPROVED AND CONFIRMED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE
IN REGULAR SESSION THE _____ DAY OF FEBRUARY 2023, WITH THE
FOLLOWING RECORDED VOTE;

AYES:

NAYS:

ABSTAIN:

BOB SIMS, Mayor
City of Breckenridge

ATTEST;

JESSICA SUTTER, City Secretary

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