



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

June 04, 2024 at 5:30 PM

AGENDA

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the City Commission will meet in a Regular Meeting of the Breckenridge City Commission on June 04, 2024 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.

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

1. Presentation of proclamation and appreciation to Rob Durham for his service to the Breckenridge City Commission.
2. City Secretary to swear in elected officials from the May 4, 2024, General Election.

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

3. CITY BUSINESS

Employee of the Month - Diane Latham

Departmental Reports

4. Upcoming Events

06/20 Bulk Pickup

CONSENT AGENDA

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

- 5. Consider approval of the May 7, 2024, Regular Commission Meeting minutes as recorded.
- 6. Consider approval of the May 14, 2024, Special Commission Meeting minutes as recorded.

PUBLIC HEARING ITEMS

- 7. Conduct Public Hearing for Breckenridge 2024 Texas Parks and Wildlife Grant Application.

ACTION ITEMS

- 8. Discussion and any necessary action regarding presentation of the Breckenridge Comprehensive Development Plan (TXCDBG Contract #CPC21-0522).
- 9. Discussion and any necessary action regarding approval of Engineering Services Work Order No. 040 under Engineering Services Agreement executed on October 1, 2012.
- 10. Discussion and any necessary action regarding approval of Resolution 2024-13 awarding an administration contract for application preparation and administration services for a 2024 Texas Parks & Wildlife Local Park Grant.
- 11. Discussion and any necessary action regarding approval of Resolution 2024-14 an engineering/architect contract for application preparation and engineering services for a 2024 Texas Parks & Wildlife Local Park Grant.
- 12. Discussion and any necessary action regarding Resolution 2024-12 appointing a commissioner to serve as Mayor Pro-tem.
- 13. Discussion and any necessary action regarding the capital purchase of a dump truck for Street Department
- 14. Discussion and any necessary action regarding approval of Ordinance 2024-09 of guidelines for filming in Breckenridge.
- 15. Discussion and any necessary action regarding Resolution 2024 – 15: Vehicle & Equipment Use Policy adoption.
- 16. Discussion and any necessary action regarding approval of Ordinance 2024-07 updating the Schedule of Fees (second reading)

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

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

ADJOURN

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

CERTIFICATION

I hereby certify that the above notice was posted in the bulletin board at Breckenridge City Hall, 105 North Rose Avenue, Breckenridge, Texas, by **5:00 PM** on the **1ST day of JUNE 2024**.

City Secretary



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



OFFICE OF THE MAYOR
CITY OF BRECKENRIDGE

PROCLAMATION

WHEREAS, we are here today to express special recognition to Rob Durham and to honor him for his distinguished eight years of service and dedication to the City of Breckenridge; and

WHEREAS, Rob Durham began his service to the City of Breckenridge in 2016 as Commissioner as well as Mayor Pro-Tem., sharing his valuable knowledge and leadership with his fellow Commissioners and with the citizens of the City of Breckenridge; and

WHEREAS, his years of service have been marked by exemplary dedication to the best interests of our community and the public safety of our citizens; and

WHEREAS, Rob Durham has been an outstanding leader and mentor to the City of Breckenridge City Commission and the citizens hereof; and

WHEREAS, Rob will be missed both professionally and as a friend, and has displayed the highest example of character, ethics, morals and unselfish service; and

NOW, THEREFORE, by the virtue of the authority vested in me as Mayor of the City of Breckenridge, on behalf of the City Commission and all citizens hereof express my sincere appreciation to Rob Durham for his dedication to the City of Breckenridge, and do hereby proclaim the following:

1. That Rob Durham be and is hereby officially commended for his outstanding community service to the Citizens of the City of Breckenridge, Texas;
2. That this Proclamation be presented to him to serve as a reminder that he will always be remembered as a kind, considerate, and loyal individual, dedicated to The City of Breckenridge and its citizens; and
3. That a copy of this Proclamation be made part of the official records of the City of Breckenridge, Texas.

PROCLAIMED this 4th day of June 2024.

Bob Sims, Mayor

Jessica Sutter, City Secretary

SEAL



DEPARTMENTAL REPORTS

APRIL 2024

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

Finance

Bank

Statement

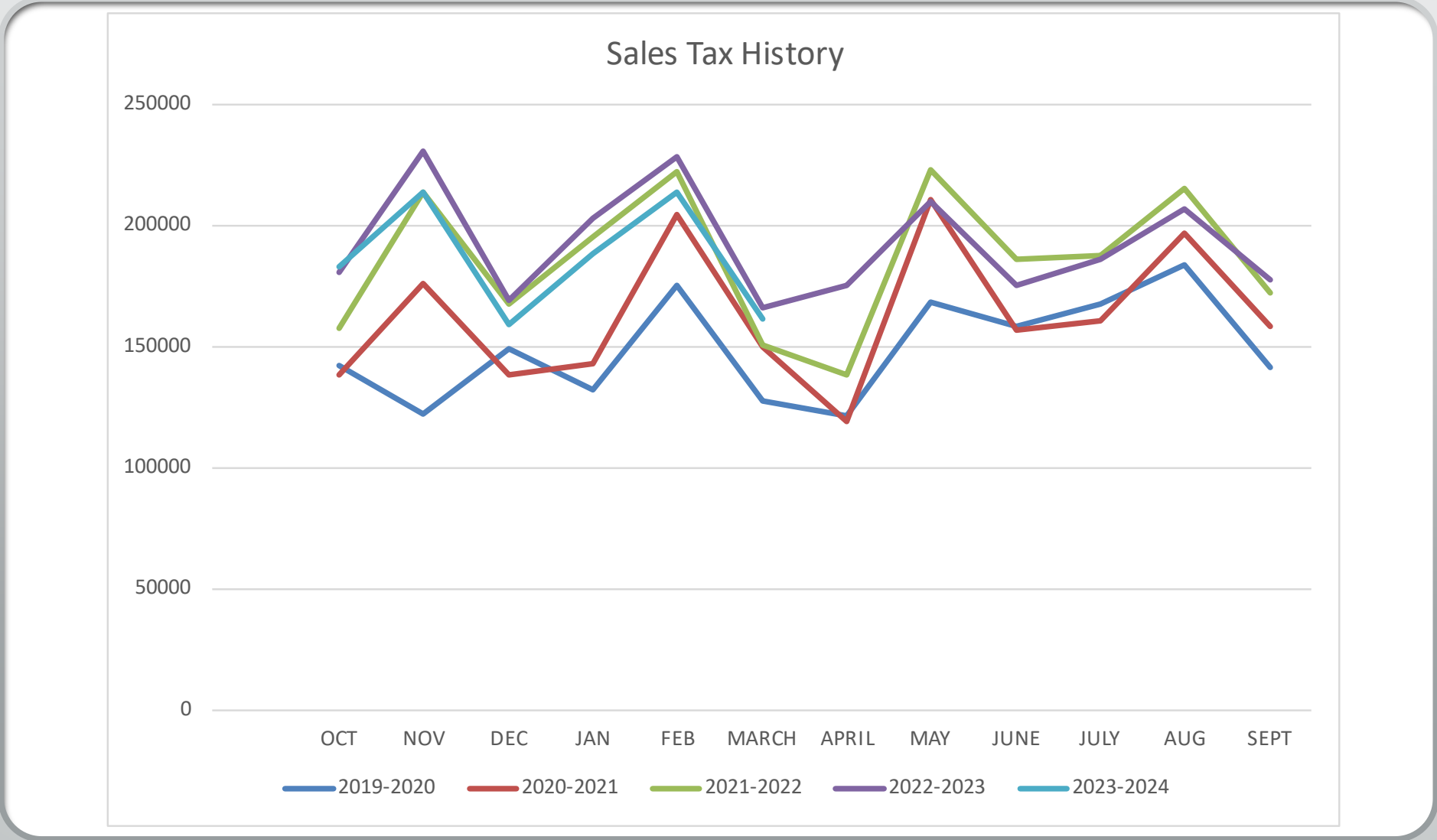
Balances

| | Account Name | Balances as of April 2023 | Balances as of March 2023 |
|------|--------------------------------|---------------------------|---------------------------|
| 1001 | GENERAL FUND | \$ 1,797,046.05 | \$ 2,386,437.77 |
| 1013 | ARSON FUND | \$ 509.89 | \$ 509.89 |
| 1014 | FEDERAL TAX & LOAN | \$ 80.58 | \$ 81.29 |
| 1001 | WATER FUND | \$ 1,499,211.88 | \$ 1,720,931.42 |
| 1001 | WASTEWATER FUND | \$ 728,135.24 | \$ 1,188,040.43 |
| 1001 | SANITATION | \$ 40,673.63 | \$ 16,933.29 |
| 1001 | FIRE DEPT. SPECIAL | \$ 10,464.74 | \$ 7,944.48 |
| 1001 | FORFEITED PROPERTY | \$ 1,476.22 | \$ 1,480.03 |
| 1002 | PAYROLL FUND | \$ 27,922.31 | \$ 31,413.58 |
| 1001 | EQUIP. REPLACEMENT FUND | \$ 237,281.73 | \$ 388,190.05 |
| 1001 | STREET MAINTENANCE | \$ 838,098.34 | \$ 202,239.12 |
| 1001 | BRECKENRIDGE PARK FUND | \$ 9,237.24 | \$ 9,627.26 |
| 1001 | POLICE DEPT. SPECIAL | \$ 13,599.30 | \$ 13,634.30 |
| 1001 | Excess Sales Tax Revenue | \$ 17,613.84 | \$ 17,659.14 |
| 1001 | Breck Trade Days | \$ 39,382.83 | \$ 39,484.15 |
| 1051 | CO 2017 A&B Sinking /Rd | \$ 475,005.82 | \$ - |
| 1001 | Capital Improvement Project | \$ 462,878.36 | \$ 209,004.65 |
| 1058 | GENERAL DEBT SERVICE FUND | \$ 1,267,491.89 | \$ - |
| 1001 | General Debt Service Fund P/C | \$ - | \$ 348,111.89 |
| 1001 | REVENUE DEBT SERVICE FUND | \$ - | \$ 78,477.25 |
| 1025 | Rescue Boat Donation | \$ 1,811.13 | \$ 1,815.68 |
| 1073 | CWSRF LF1001492 | \$ 1.86 | \$ 3.02 |
| 1076 | CWSRF LF1001492 ESCROW | \$ 1,224,066.47 | \$ 1,215,970.06 |
| 1056 | CWSRF CO 2022A L1001491 | \$ 1.00 | \$ 1.00 |
| 1074 | CWSRF CO 2022A L1001491 ESCROW | \$ 923,415.70 | \$ 966,908.98 |
| 1072 | CWSRF CO 2022A L1001426 | \$ 1.00 | \$ 1.00 |
| 1075 | CWSRF CO 2022A L1001426 ESCROW | \$ 1,955,691.21 | \$ 2,047,805.14 |
| 1071 | DWSRF LF1001495 | \$ 1.00 | \$ 2.10 |
| 1079 | DWSRF LF1001495 ESCROW | \$ 1,326,812.99 | \$ 1,315,425.09 |
| 1070 | DWSRF CO 2022B L1001493 | \$ 1.00 | \$ 1.00 |
| 1078 | DWSRF CO 2022B L1001493 ESCROW | \$ 1,332,729.51 | \$ 1,384,829.34 |
| 1057 | DWSRF CO 2022B L1001494 | \$ 1.00 | \$ 1.00 |
| 1077 | DWSRF CO 2022B L1001494 ESCROW | \$ 934,183.38 | \$ 978,183.84 |
| 1010 | LOGIC CO 2023 | \$ - | \$ 7,985,574.12 |
| | TOTAL - ALL FUNDS | \$ 15,164,827.14 | \$ 22,556,721.36 |

Item 3.

Fiscal Year Sales Tax Revenue Received

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



BUILDING & DEVELOPMENT

| APRIL 2024 | | FY 2023-2024 |
|-------------------------------------|---|--------------|
| Permits Issued: | | |
| Building | 7 | 39 |
| Roof | 2 | 6 |
| Fence, windows, siding, etc. | 1 | 4 |
| Sign | 1 | 3 |
| Mobile home | 1 | 3 |
| Certificate of Occupancy | 0 | 4 |
| Electrical | 5 | 36 |
| Plumbing | 3 | 22 |
| Gas line | 4 | 23 |
| Irrigation | 0 | 2 |
| HVAC | 1 | 10 |
| Moving | 0 | 0 |
| Demolition | 0 | 1 |
| P&Z | 0 | 2 |
| Variance | 0 | 5 |
| Prelim/final plat/replat | 1 | 2 |
| Solicitor/vendor | 2 | 7 |
| Beer/wine/liquor license | 1 | 6 |
| Gaming machine license | 0 | 5 |
| Food Mobile Unit | 2 | 8 |
| Fire alarm | 0 | 0 |
| Fire sprinkler | 0 | 0 |

CODE ENFORCEMENT

Violations reported to Code Enforcement via email – 0

Violations reported to Code Enforcement via phone – 10

New violations cases opened – 18

High weeds, trash – 208 E. Elm

Rubbish – 107 N. Miller

Junk vehicles X 2 – 807 E. Dyer

Junk vehicle – 804 N. Liveoak

High weeds – 8 Chaparral

High weeds – 209 S. Jackson

Grass clippings – 1317 Cypress

High weeds – 207 E. Elm

High weeds – 115 S. Parks

High weeds – 810 W. Hulum

RV violation – 618 S. James

High weeds – 1203 W. Hulum

Dangerous building – 900 W. Hulum

Rubbish – 900 W. Hulum

High weeds – 1502 W. Elm

Rubbish – 1406 E. Lindsey

Junk vehicle – 1006 N. Liveoak

Cases sent to Municipal Court -6

Rubbish – 303 N. Butte

High weeds – 901 W. Jeanette

Rubbish – 204 S. Iowa

Rubbish – 807 E. Dyer

Rubbish – 515 S. Roberts

RV parking violation – 1000 N. Breckenridge Ave.

CODE ENFORCEMENT

Violations closed due to compliance – 8

Brush picked up – 1111 W. Lindsey

Dangerous building repaired – 612 S. George

Dangerous building dismissed – 307 S. Oakwood

Grass mowed – 209 S. Jackson

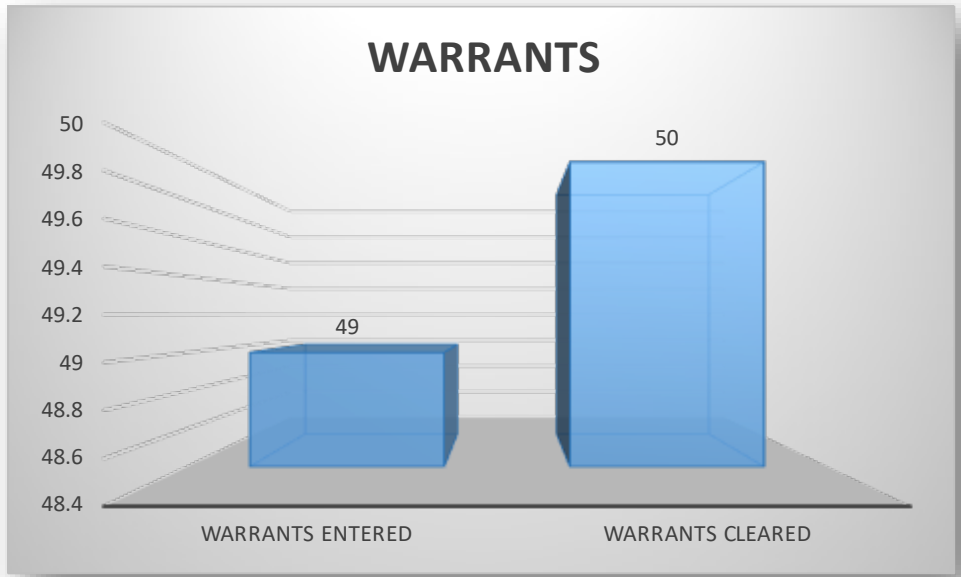
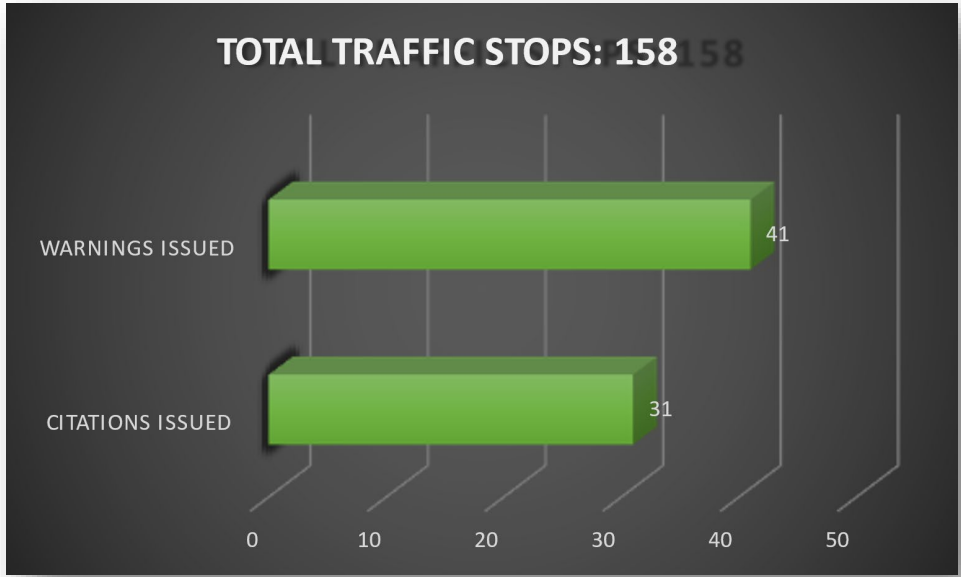
Grass mowed – 115 S. Parks

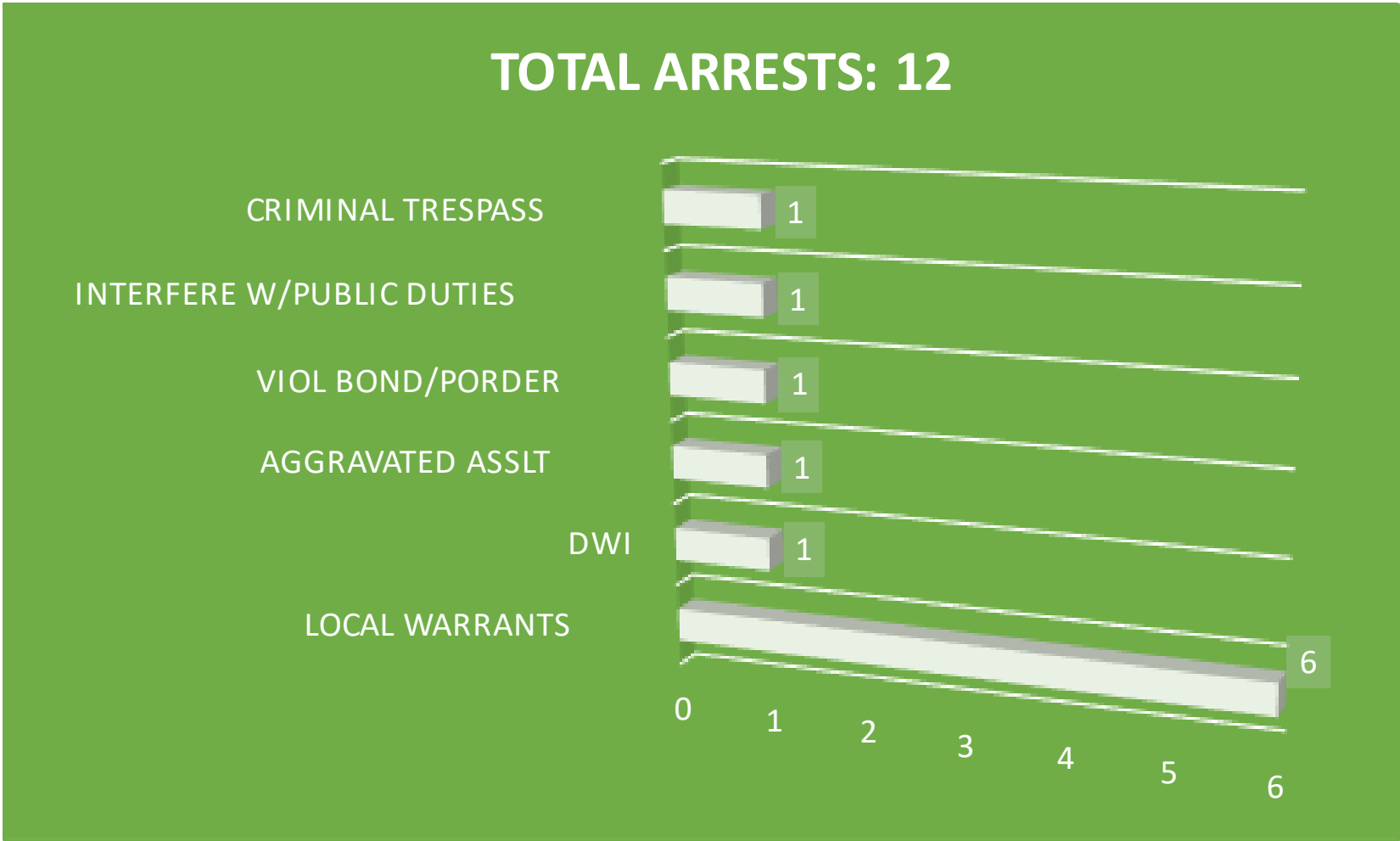
Cleaned up, property being sold – 1406 E. Lindsey

Cleaned up – 307 S. Oakwood

Vehicle moved – 1006 N. Liveoak



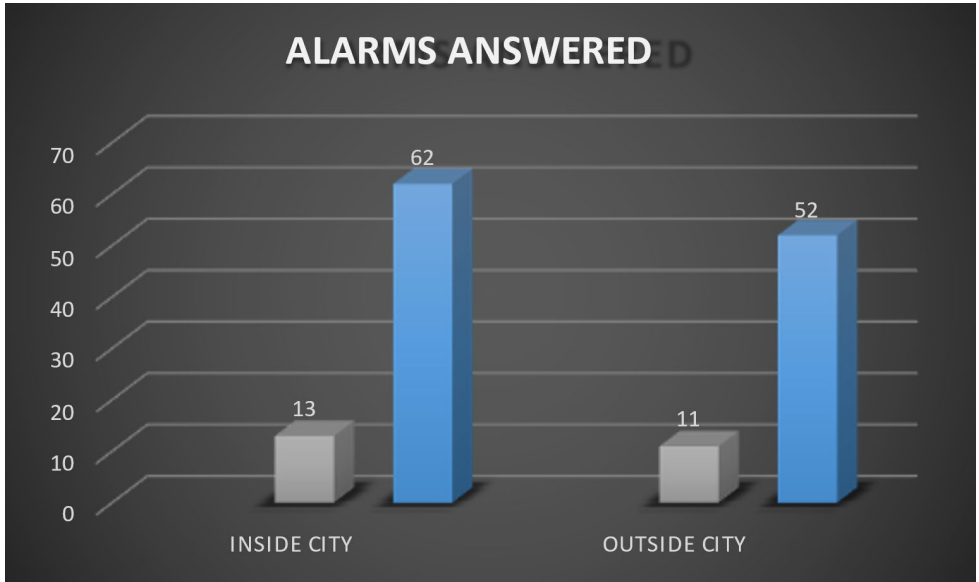
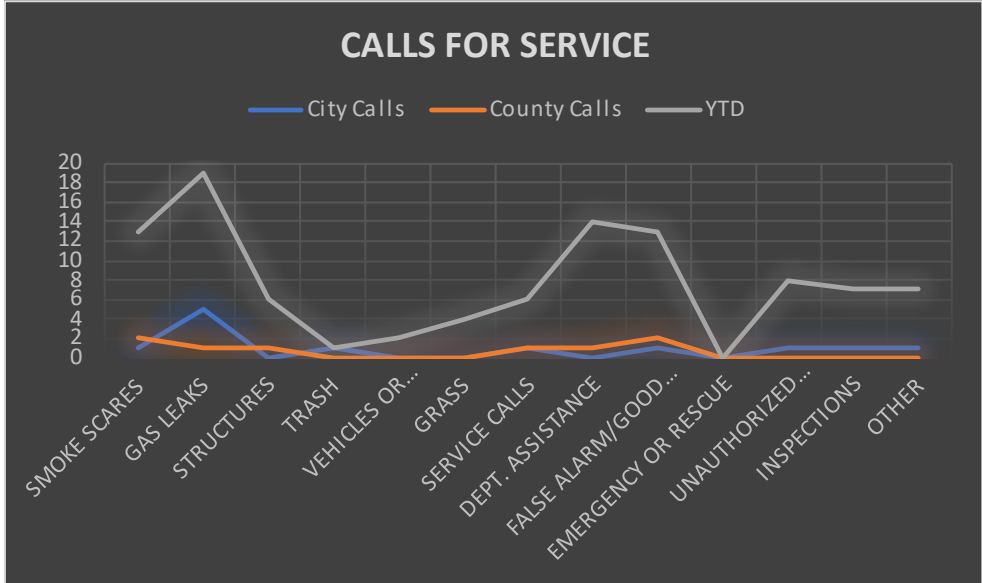


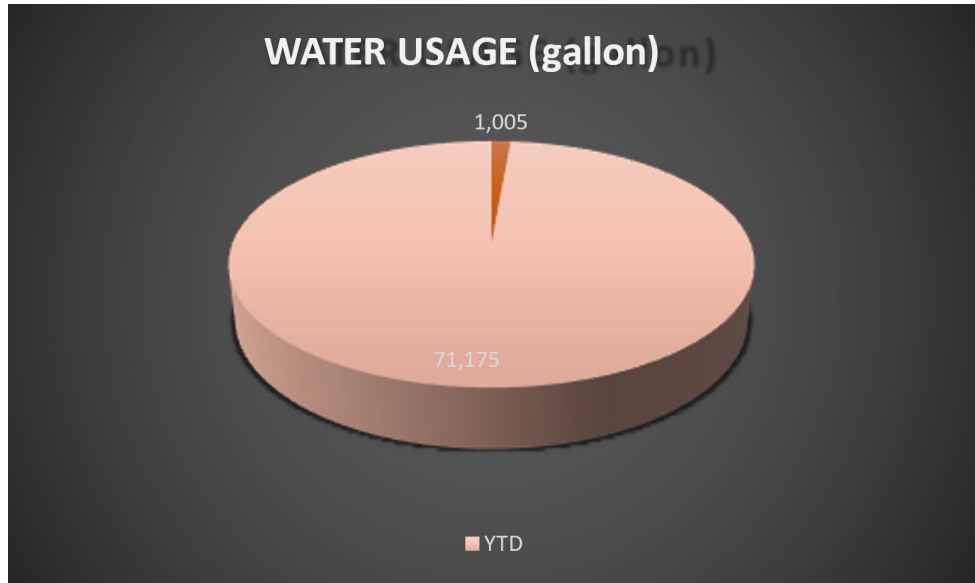
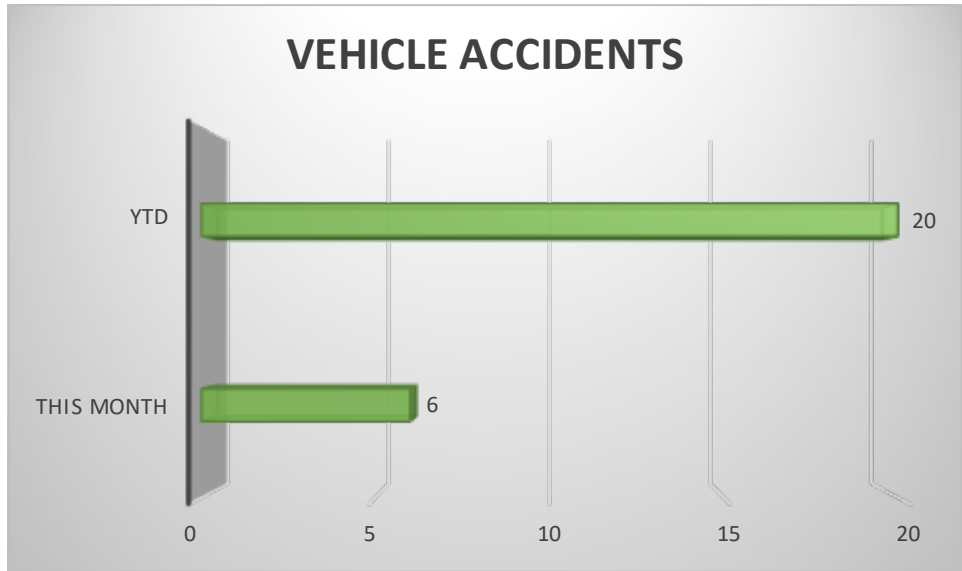


ANIMAL CONTROL

| Call Type | Carcass | Nuisance Dog /Other | Stray | Missing Pet | Bite- animal | Bite- Human | Wildlife | Welfare | Info | Injured | Total |
|-------------------------------|-----------|------------------------|------------|----------------|-----------------|----------------|----------|---------|------|---------|-------|
| | 3 | 25 /2 | 14 | 5 | 3 | 1 | 3 | 4 | 9 | 5 | 74 |
| Shelter Intake | Surrender | Stray | Aggressive | Carcass | Cat | | | | | | |
| | 1 | 10 | 2 | 3 | 1 | | | | | | 17 |
| Left Shelter | Owner | Adopted | Foster | Euthanized | | | | | | | |
| | 2 | | | 2 | | | | | | | 4 |
| Total in Shelter at Month End | | | | | | | | | | | 13 |







PARKS & CEMETERY





4 pavilion rentals

1 event at trade barn

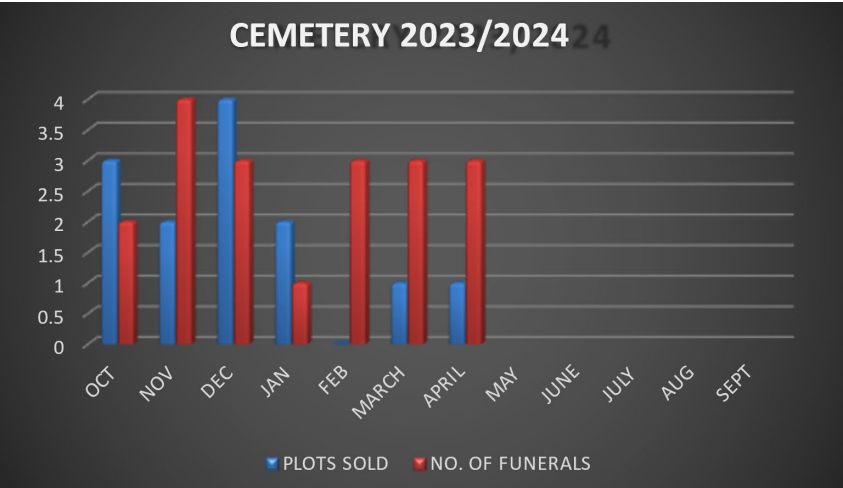
Preparation for frontier Days in the Park

Maintaining all parks

Maintaining Pool

Continue Working on Pickleball and volleyball courts

Working on Budget



- 3 funerals to report
- Maintaining Cemetery
- Maintaining equipment
- Sold 1 space for 300.00
- Leveling stones, Filling Graves
- Mowing and weed eating have started
- Help in Park

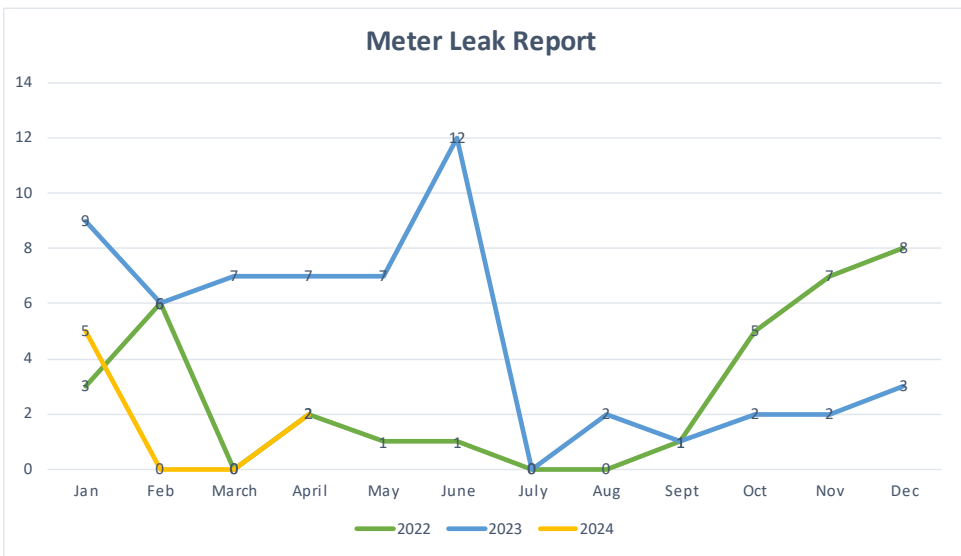
CEMETERY

PUBLIC WORKS

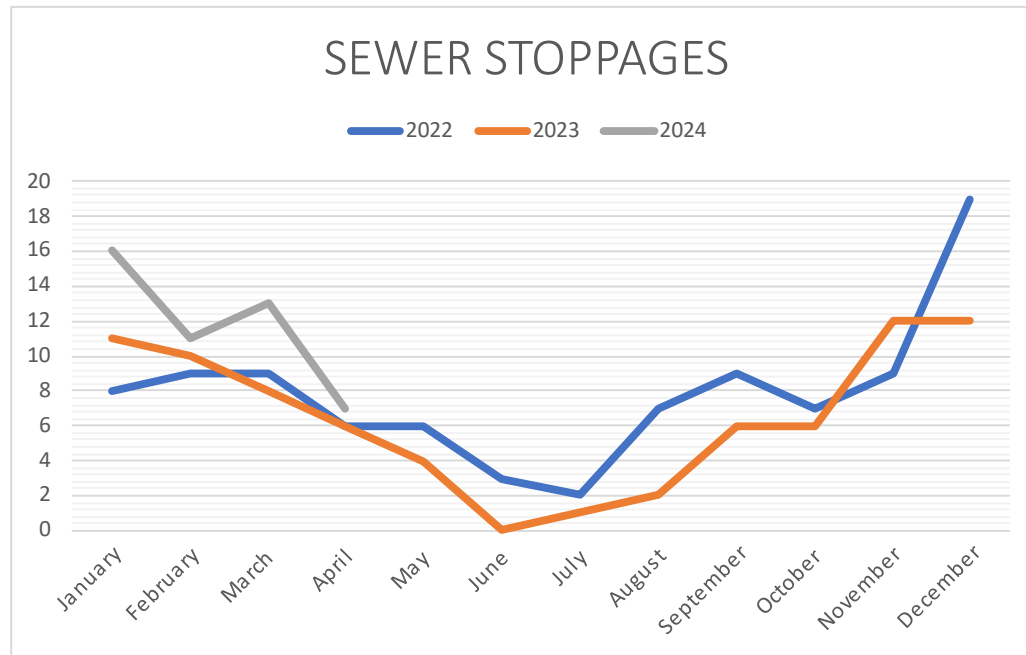


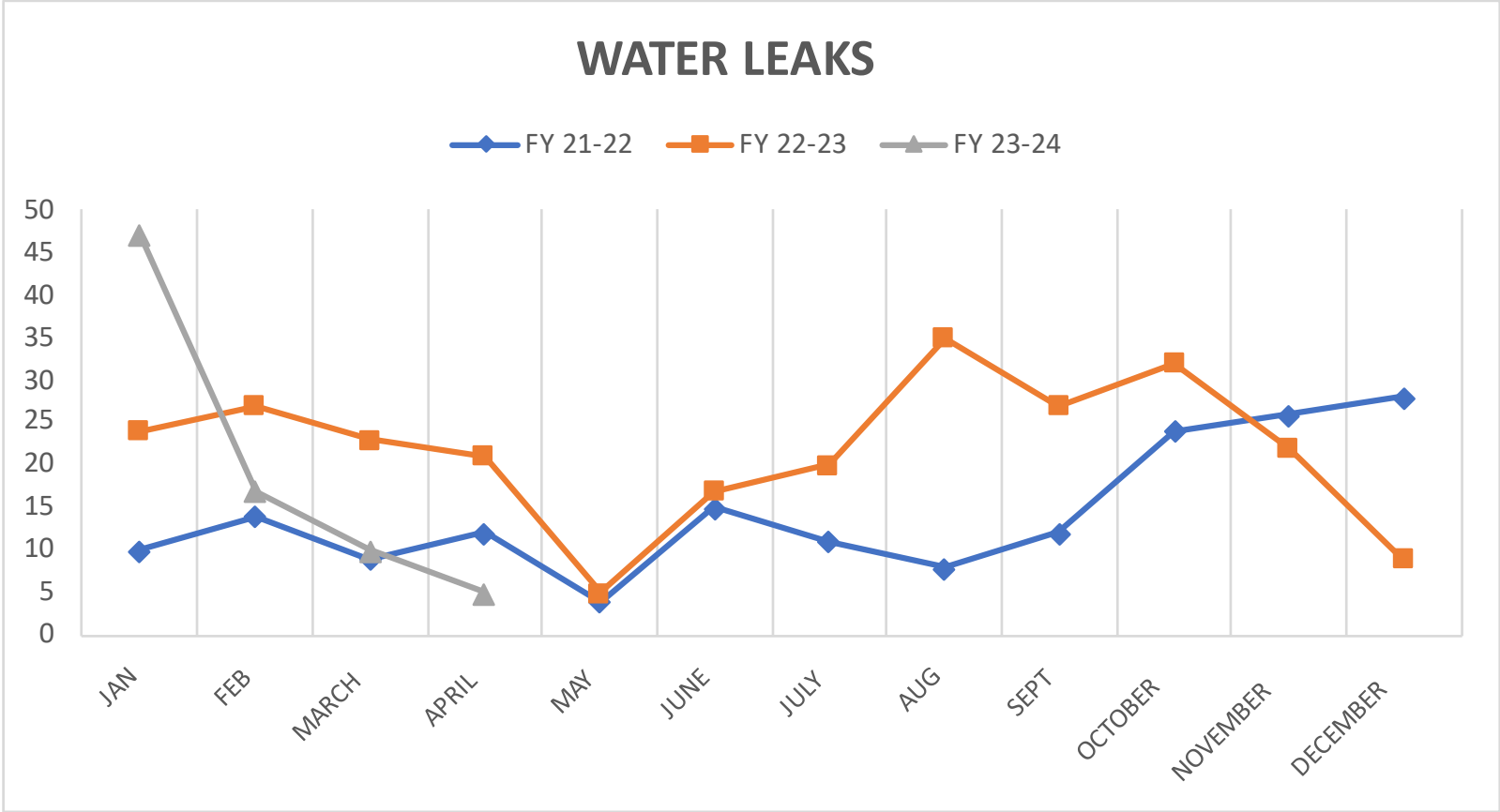
DEPARTMENT

Meter Leak Report



SEWER STOPPAGES







BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Consider approval of the May 7, 2024, Regular Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Regular Commission meeting on May 7, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the May 7, 2024, meeting minutes as presented.

REGULAR MEETING OF THE BRECKENRIDGE CITY COMMISSION



Tuesday, May 7, 2024, at 5:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

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

PRESENT

MAYOR
COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 2

BOB SIMS
BLAKE HAMILTON
ROB DURHAM

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

CYNTHIA NORTHROP
JESSICA SUTTER
BLAKE JOHNSON
STACY HARRISON
MALCOLM BUFKIN
DIANE LATHAM

NOT PRESENT

COMMISSIONER, PLACE 3
MAYOR PRO TEM, PLACE 4

VINCE MOORE
GARY MERCER

CALL TO ORDER

Mayor Sims called the meeting to order at 5:31 p.m.

Invocation led By Will Anderson of Lighthouse Church

PLEDGE OF ALLEGIANCE

OPEN FORUM

No Speakers

SPECIAL PRESENTATIONS AND ANNOUNCEMENTS

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

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

City Secretary Jessica Sutter Administered the Oath of Office and Statement of Officer to Police Chief Blake Johnson

No Action Taken.

STAFF REPORT

City Manager

- 2. Upcoming Events

- May 5-11 Municipal Clerks Week
- May 12-18 National Police Week
- May 14 Special Meeting/Canvass Votes
- May 16 Bulk Pickup
- May 19-25 National Public Works Week
- May 25 Breckenridge Air Show

- 3. City Business

Employee of the Month-Sherry Morgan

Department Head Reports

No Action Taken

CONSENT AGENDA

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

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

ACTION ITEMS

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

The owner of this property wants to replat the property into four lots, it is currently 2 lots. They would like to build four single-family homes on each lot. P&Z held a public hearing on this replat on Monday, April 29, 2024, and took action to recommend approval of the replat.

Commissioner Hamilton made a motion to approve P&Z's recommendation to approve replat as requested. Commissioner Durham seconded the motion. The motion passed 3-0.

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

City Manager Northrop explained that The City applied for and was awarded a Community Development Block Grant for the Downtown Revitalization Project. The city advertised a request for construction bids and received three bids. The staff recommendation is to award the bid to the lowest and best bid. AAJ Concrete for \$304,353.00.

Commissioner Hamilton made a motion to award a bid for the 2022 TxCDBG (No. CDM22-0020) Downtown Revitalization Program – Sidewalk improvements to the lowest and best bidder AAJ Concrete. Commissioner Durham seconded the motion. The motion passed 3-0.

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

Public Management presented the section 3 goals do the CDBG program as a part of the grant requirement for the Downtown Revitalization Project.

No action is required.

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

City Manager Northrop explained the TCEQ has revised their lead and copper rules. The city is required to inventory the materials of construction for all water lines in the city. The City is requesting financial assistance available from the Texas Water Development Board to determine the exact number and location as well as the replacement of the lead and galvanized service lines within the distribution system. Once the city completes the inventory, they will be required to replace the lead service lines on both the city side as well as the owner's side within 10 years.

Commissioner Hamilton made a motion to approve the acceptance of qualifications for engineering services to Enprotech Hibbs & Todd, Financial advisor, Hilltop Securities, and Bond Counsel McCall, Parkhurst & Horton related to the Texas Water Development Board lead service line replacement program and authorize the City Manager to execute professional service agreements. Commissioner Durham seconded the motion. The motion passed 3-0.

11. Discussion and any necessary action regarding approval of BEDC recommendation to a contract between BEDC and Breckenridge Industrial Foundation for Economic Development Services

David Miller, Executive Director of the BEDC explained that the BEDC approved a contract with the Breckenridge Industrial Foundation for economic development services with a general fund of \$150,000.00. The BEDC will replenish this fund to the full \$150,000.00 annually. The agreement requires the BIF to submit semi-annual reports to the BEDC which will be included in the BEDC semi-annual reports.

Commissioner Hamilton made a motion to approve BEDC's recommendation to approve a contract between BEDC and Breckenridge Industrial Foundation for economic development services. Commissioner Durham seconded the motion. The motion passed 3-0.

12. Discussion and any necessary action accepting the Breckenridge Economic Development Corporation's semi-annual report

David Miller presented the BEDC semi-annual report.

Commissioner Hamilton made a motion to approve the BEDC Semi-annual report as presented. Commissioner Durham seconded the motion. The motion passed 3-0.

13. Discussion and any necessary action regarding Strategic Plan Update and 2024-2025 Budget priorities.

City Manager Northrop reviewed the 2024-2025 budget priorities.

No action taken.

14. Discussion and any necessary action on Resolution 2024-09 adopting the City's Parks and Recreation Plan 2024-2040

As part of the Planning Grant that the city received to update the Comprehensive Development Plan, the city has been working with Public Management to complete the Parks & Recreation Plan. This is presented as a component of the Comprehensive development plan and will support efforts to obtain a Texas Parks & Wildlife Grant for a splash pad at the park. The Planning and Zoning Commission reviewed the plan on Monday, April 29, 2024, and recommended approval.

Commissioner Hamilton made a motion to approve P&Z recommendation to approve resolution 2024-09 adoption of the City of Breckenridge Parks and Recreation Plan 2024-2040. Commissioner Durham seconded the motion. The motion passed 3-0.

15. Discussion and any necessary action regarding a change order for Public Works Facility

A Request for Proposals (RFP) for PW Facilities was issued and published on September 20 & 27, 2023. Commissioners awarded the project to Donnie Sechrest for \$231,900.00 in October of 2023. This change order request is to have the contractor install built-in shelving in one of the buildings that will be used for storing inventory. The estimated cost will be \$21,300.00 to build six racks with two shelves and build four racks with two shelves. The original Project total was \$231,900. The updated Project total is \$272,818.76.

Commissioner Hamilton made a motion to approve change order #2 as presented. Commissioner Durham seconded the motion. The motion passed 3-0.

16. Discussion and any necessary action on Certificate of Obligation fund status and updating Park Projects

City Manager Northrop stated that from the 2023 Certificates of Obligation, the Public Works facilities did not cost as much as estimated. Staff are recommending utilizing a portion of the surplus funds to fund additional park improvements.

Commissioner Hamilton made a motion to approve staff requests to fund additional park improvements. Commissioner Durham seconded the motion. The motion passed 3-0.

17. Discussion and any necessary action regarding FY 2024-2025 Annual Audit Engagement Letter

City Manager Northrop said this action will engage CPA firm George, Morgan, & Sneed to conduct our annual audit for 2024-2025. The audit activities will be conducted in August and November of 2024 with the final audit to be presented no later than the February 2025 Commission meeting.

Commissioner Hamilton made a motion to approve the FY 2024-2025 annual audit engagement agreement and authorize the City Manager to execute the agreement. Commissioner Durham seconded the motion. The motion passed 3-0.

18. Discussion and any necessary action regarding approval of Boom Fest 5K presented by Blackhorse.

This item was removed from the agenda.

19. Discussion and any necessary action regarding Ordinance 2024-08 closing the remainder of 6th Street (at Panther) and 6th Street (at Shelton)

In 1981 commissioners took action to close 6th street and to convey portions to the adjacent property owner. However, there were portions that were inadvertently left out. This action

will close the gap and ensure the entire portion that was intended to be closed is closed and conveyed to the current adjacent property owner.

Commissioner Hamilton made a motion to approve Ordinance 2024-08 closing the remainder of 6th street and authorizing conveyance to the adjacent property owner. Commissioner Durham seconded the motion. The motion passed 3-0.

- 20. Discussion and any necessary action regarding approval of Ordinance 2024-07 updating the Schedule of Fees (first reading)

During the April commission meeting a motion was made to approve an incorrect Ordinance number. This action is to approve the first reading of the fee schedule with the correct ordinance number as well as to add brush fees for Non-Residents which were inadvertently left out of the previous ordinance.

Commissioner Hamilton Made a motion to approve the first reading of Ordinance 2024-07 updating the schedule of fees as presented. Commissioner Durham seconded the motion. The motion passed 3-0.

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

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

No requests.

ADJOURN

There being no further business, Mayor Sims adjourned the regular session at 6:58 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Consider approval of the May 14, 2024, Special Commission Meeting minutes as recorded.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

Meeting minutes for the Special Commission meeting on May 14, 2024.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Consider approval of the May 14, 2024, special meeting minutes as presented.

SPECIAL MEETING OF THE BRECKENRIDGE CITY COMMISSION



Tuesday, May 14, 2024, at 5:30 PM
Breckenridge City Offices Commission Chambers
105 North Rose Avenue
Breckenridge, Texas 76424

MINUTES

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

PRESENT

MAYOR
COMMISSIONER, PLACE 3
MAYOR PRO TEM, PLACE 4

BOB SIMS
VINCE MOORE
GARY MERCER

CITY MANAGER
CITY SECRETARY

CYNTHIA NORTHROP
JESSICA SUTTER

NOT PRESENT

COMMISSIONER, PLACE 1
COMMISSIONER, PLACE 2

BLAKE HAMILTON
ROB DURHAM

CALL TO ORDER

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

OPEN FORUM

No Speakers

ACTION ITEMS

1. Discussion and any necessary action regarding approval of Resolution 2024-10 Canvassing the returns of the special election held on Saturday, May 4, 2024, for the Reauthorization of the local sales and use tax in the City of Breckenridge at the rate of one-fourth (1/4) of the one percent (1%) to continue providing revenue for maintenance and repair of municipal streets; and Authorizing the Mayor and City Secretary to certify the results of such election.

City Secretary Jessica Sutter explained that in 2004 the City of Breckenridge elected to impose a Municipal Sales and Use Tax for Street Maintenance. This must be reauthorized every 4 years by election. During the May 4, 2024, General election the ballot included this Proposition and received 189 votes with 158 voting for the proposition and 31 voting against.

Mayor Pro-Tem Mercer moved to approve Resolution 2024-10 as presented. Commissioner Moore seconded the motion. The motion passed 3-0.

- 2. Discussion and any necessary action regarding approving Resolution 2024-11 canvassing returns of the city election for Mayor and City Commissioner Places 1 and 2, Held on May 4, 2024.

City Secretary Jessica Sutter explained that each year the city holds a general election of the governing body for 2-year terms. This year Mayor, Commissioner Place 1, and Commissioner Place 2 were expiring and placed on the General election ballot that was held on May 4, 2024. There was a total of 192 votes cast. Mayor Bob Sims ran unopposed and received 159 total votes. Blake Hamilton received 146 votes, and Tony Patterson received 41 votes for City Commissioner Place 1. Greg Akers received 99 votes and Rob Durham received 91 votes for City Commissioner Place 2.

Commissioner Moore made a motion to approve Resolution 2024-11 as presented. Mayor Pro-Tem Mercer seconded the motion. The motion passed 3-0.

ADJOURN

There being no further business, Mayor Sims adjourned the regular session at 5:33 p.m.

Bob Sims, Mayor

Jessica Sutter, City Secretary



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Conduct Public Hearing for Breckenridge 2024 Texas Parks and Wildlife Grant Application.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

During the Strategic Planning process, the community desire for a splash pad was identified as a priority. Since then, we have taken appropriate planning steps to pursue this goal including the pursuit of a matching grant through Texas Parks & Wildlife.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Conduct PH – no action



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding presentation of the Breckenridge Comprehensive Development Plan (TXCDBG Contract #CPC21-0522).

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City received a planning grant (TXCDBG) for \$55,000 (contract period: 7/22- 7/2024) to update the City’s Comprehensive Development Plan. The project serves as a long-range planning document that includes but is not limited to, updating parks plan, base mapping, land use analysis, housing inventory and population analysis and financial analysis for development of capital needs priority list, and technical material necessary to update zoning and subdivision ordinance.

The grant consultant, Public Management, and engineer, eHT, have been working on this project and have presented it to P&Z (June 3, 2024). This is a presentation only. We will bring this back in July for adoption.

FINANCIAL IMPACT:

The City’s match is \$8,500.

STAFF RECOMMENDATION:

This is a presentation only, no action is needed at this time.

BOLDLY LEADING *Breckenridge*



TXCDBG COMPREHENSIVE PLAN



TXCDBG COMPREHENSIVE PLAN

#CPC21-0522

PREPARED FOR:

City of Breckenridge
105 North Rose Avenue
Breckenridge, Texas 76424
(254)-559-8287

PREPARED BY:

Public Management, Inc.
15355 Vantage Pkwy W. Ste 360
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(281)-592-0439



ACKNOWLEDGMENTS

The City of Breckenridge wishes to thank and acknowledge those who supported the development of this comprehensive planning document. The City is especially grateful to the elected officials and members of the community that attended and participated in meetings throughout the planning process.

City of Breckenridge City Commission

| | | | | |
|-------------------|------------------------------|-------------------------------------|---------------------------------|---------------------------------|
| Bob Sims Mayor | Gary Mercer Mayor Pro-Tem | Blake Hamilton City Commissioner | Rob Durham City Commissioner | Vince More City Commissioner |
|-------------------|------------------------------|-------------------------------------|---------------------------------|---------------------------------|

City of Breckenridge Planning & Zoning Commission

| | | | |
|----------------|--------------|----------------|--------------------|
| Les Strickland | Genoa Goad | Raul Duran Jr. | Blaine Reatherford |
| Cory Wimberly | Eric Brennan | JB Sparks | |

City of Breckenridge Municipal Staff

| | | |
|--|---|---|
| Cynthia Northrop MPA, CPM City Manager | Jessica Sutter City Secretary | Christi Tidrow Development Coordinator |
| Stacy Harrison Public Services Director | Todd Henderson Public Works Director | |

This document was prepared by:



Public Management, Inc.
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Houston, Texas 77032
(281)-592-0439



The preparation of this document was financed through provisions of a Texas Community Development Grant from the U.S. Department of Housing and Urban Development.



The Office of Rural Affairs, Texas Department of Agriculture in conjunction with the United States Department of Housing and Urban Development furnished financial support to the activity described in this publication which does not necessarily indicate the concurrence of the Office of Rural Affairs, Texas Department of Agriculture or of the United States Department of Housing and Urban Development with the statements or conclusions contained in this publication.

“The Community of Breckenridge aims to be an appealing, family-centered environment inviting growth, investment, and tourism”

Vision Statement - 2023 Breckenridge Strategic Plan



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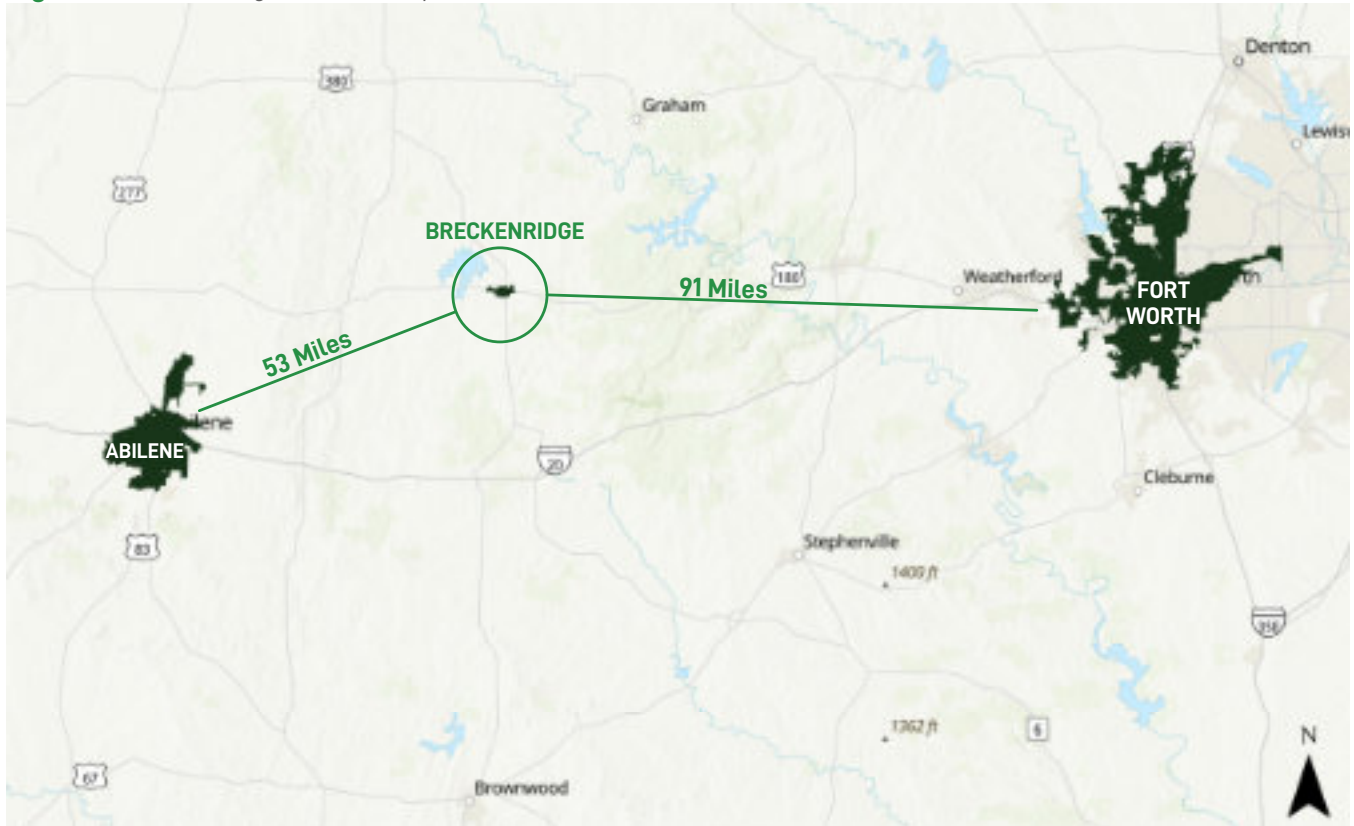


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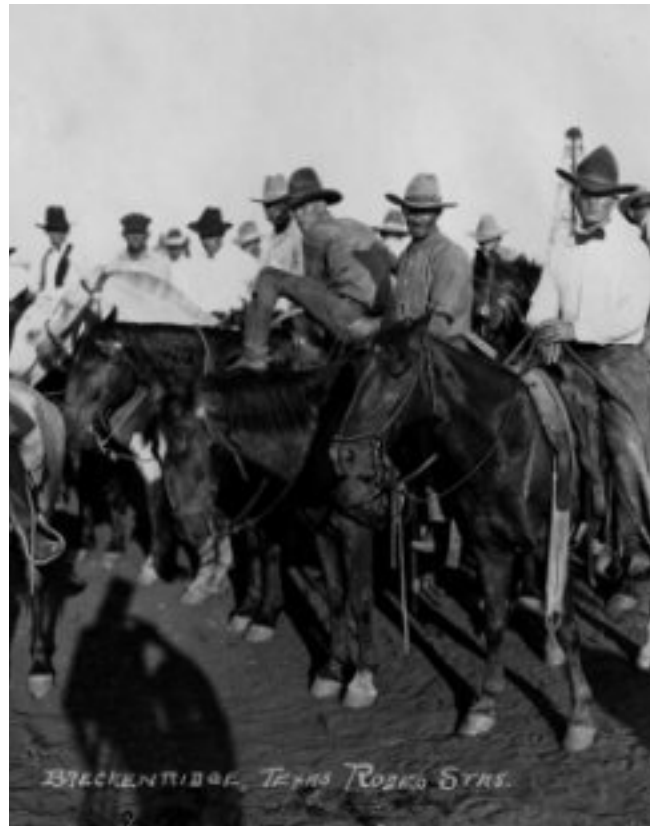
INTRODUCTION

Figure 1.1 Breckenridge Location Map



HISTORY

The City of Breckenridge, the county seat of Stephens County, is located at the intersection of U.S. highways 180 and 183, four miles east of Hubbard Creek Reservoir in west central Stephens County. (Figure 1.1) It originated around 1854 as Picketville, named either for the post and clay structure of the early homes or for early rancher Bill Picket. When the county was organized in 1876, the town was made county seat and renamed Breckenridge after John C. Breckinridge, United States senator from Kentucky and vice president, although the spelling of the name was altered. By 1884 Breckenridge had an estimated 500 inhabitants, Methodist, Baptist, and Presbyterian churches, a district school, a bank, and five general stores. Breckenridge served as the court and local trading center for several quiet decades until 1916–17,





when oil discoveries at Ranger occurred. Drilling started at the Breckenridge field in 1918, but the boom did not really get underway until 1920, when the town saw the arrival of thousands of workers and speculators, who threw up acres of tents and shacks in the classic oil boomtown manner. From a population estimated at 1,500 in January 1920 the town grew to 30,000 within a year. By July, the town acquired its first railroad, the Wichita Falls, Ranger and Fort Worth, which was soon joined by the Cisco and Northeastern. After three exciting years, oil production slowed, and the town lost much of its population, although it held its place as a commercial and oil production center. By 1930 the population had fallen to 7,569, and the town had 480 businesses. The Great Depression brought the population down further to 5,826 in 1940. The population was 5,665 in 1990, 5,868 in 2000, 5,780 in 2010 and 5,435 in 2020. Current estimates show the City with a population of 6,209.



Plan Overview

The City of Breckenridge has drafted this comprehensive plan to support the goals and objectives of the City through 2040. Throughout the planning process, the City has remained committed to the core values that were identified through the Strategic Planning process in 2023 (Figure 1.2). This plan identifies the current characteristics of the City, and provides a set of goals and objectives to address the challenge of updating public infrastructure, increasing recreational opportunities, and improving the overall quality of life for current and future residents.

“Consistently plan for higher quality of life through positive community relationships that value citizens, welcomes visitors, and invites business growth focusing on innovation, education, and safety.”

Mission Statement - 2023 Strategic Plan

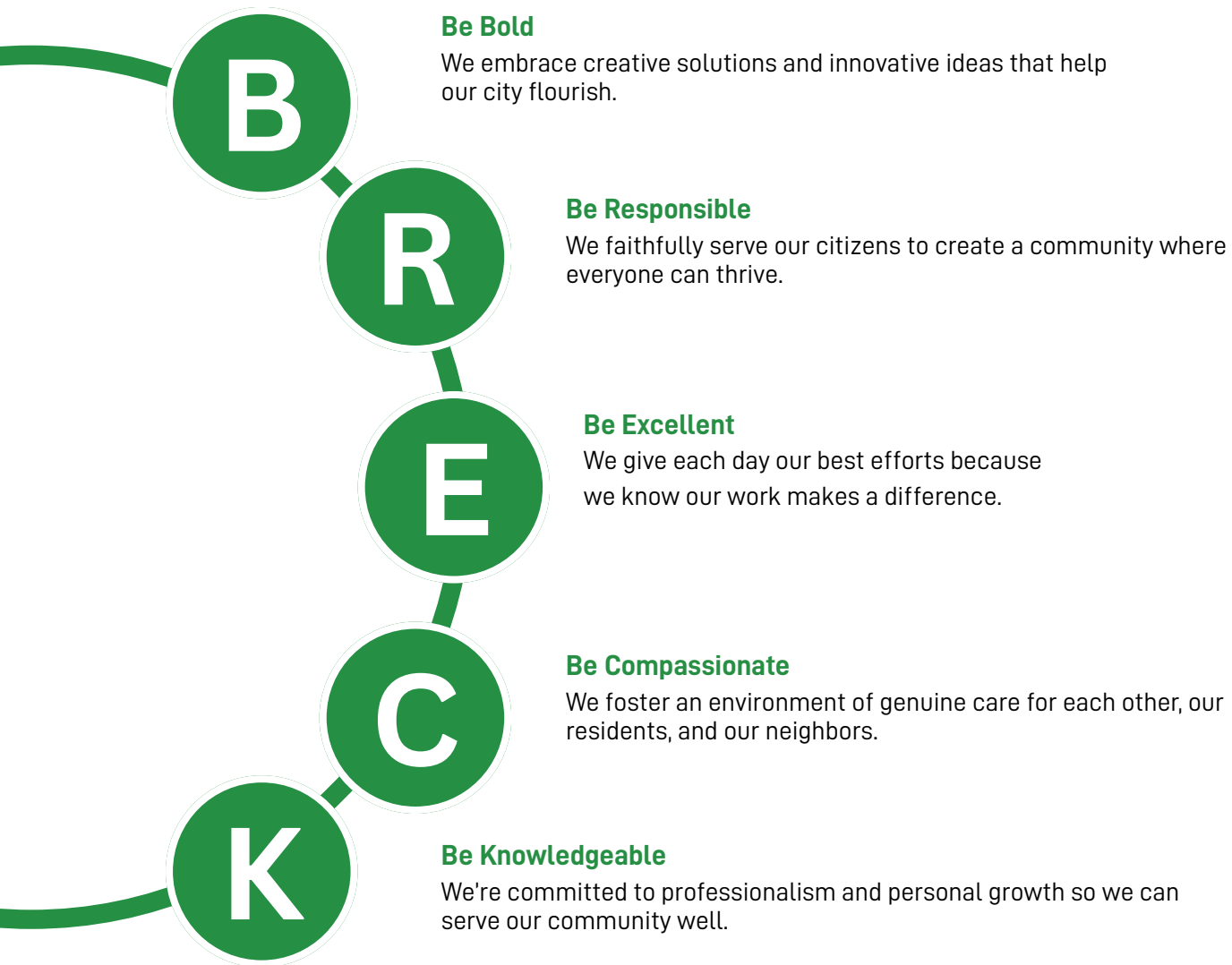


Figure 1.2 Core Values - 2023 Strategic Plan

Financial Analysis

Past, Present, and Anticipated Sources and Amounts of Income; Annual Budgets; and Operating Costs

- The **General Fund** is the City's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund. Sources of income for the General Fund in Breckenridge are revenues from ad valorem taxes, sales taxes, franchise taxes, occupancy taxes, fines, fees, license and permits, service revenues, penalties and late payments, interest and miscellaneous revenues.
- **Enterprise funds** are used to account for a city's business activities that receive a major portion of their funding from user charges. Sources of income for the Enterprise Fund (Utility System and Airport) are revenues from the water and sewer systems, administrative and other sources.
- **Special Revenue Funds** are used to account for revenue that is earmarked by law or by city policy for specific purposes such as the Tourism Fund, Impact Fee Fund and Tax Increment Finance Fund.
- **Capital Projects Funds** account for all financial resources and expenditures for the acquisition or construction of major capital facilities. These include the Capital Improvement Fund and Utility Capital Reserve Fund.
- **The Debt Service Funds** account for money set aside to pay the principal and interest on long-term debt. Lastly, the **Internal Service Funds** are used to account for revenue and expenses for services rendered by one city department to another¹.
- Sources of expenditures include **Personnel & Personal Services, Supplies, Maintenance Contractual Services Capital Outlays and Debt Service.**

The tables on the following page show the past present, and anticipated income and expenses of the general fund for the City of Breckenridge. The city adopts an annual budget each year.

¹ City of Breckenridge

Table 1.1 - City of Breckenridge Actual Income and Expenditures for Prior Years

| Fiscal Year | Revenues | Expenses | Excess (Deficiency) |
|--------------------|-----------------|-----------------|----------------------------|
| 2019 - 2020 | \$4,159,525 | \$4,169,716 | -\$10,191 |
| 2020 - 2021 | \$4,675,289 | \$4,284,513 | \$390,776 |

Source: City of Breckenridge

Table 1.2 - City of Breckenridge Anticipated Income & Expenditures (General Fund)

| Fiscal Year | Total Estimated Revenues | Total Expenditures |
|--------------------|---------------------------------|---------------------------|
| 2022 - 2023 | \$4,757,700 | \$4,648,143 |

Source: City of Breckenridge

Direct and Overlapping Public Debt

Table 1.3 - City of Breckenridge Direct and Overlapping Public Debt

| Public Entity | Debt Outstanding | Estimated Share of Overlapping Debt |
|--|-------------------------|--|
| <i>City of Breckenridge Overlapping Debt</i> | \$0.00 | \$0.00 |
| <i>Subtotal, Overlapping Debt</i> | | \$0.00 |
| <i>City of Breckenridge, Direct Debt</i> | \$20,732,000 | \$20,732,000 |
| <i>Subtotal, Direct Debt</i> | | \$20,732,000 |
| Total Direct and Overlapping Debt | | \$20,732,000 |

Source: City of Breckenridge Finance Department

Table 1.4 - City of Breckenridge Outstanding General Obligation Debt & Schedule of Retirement

| Year Ending September 55 | Revenue Debt Service Fund | | General Debt Service Fund | |
|--------------------------|---------------------------|-----------|---------------------------|-------------|
| | Principal | Interest | Principal | Interest |
| 2024 | \$365,000 | \$281,945 | \$235,000 | \$396,706 |
| 2025 | \$372,000 | \$274,987 | \$265,000 | \$367,075 |
| 2026 | \$380,000 | \$268,042 | \$280,000 | \$353,450 |
| 2027 | \$387,000 | \$260,767 | \$295,000 | \$339,075 |
| 2028 | \$395,000 | \$253,432 | \$310,000 | \$323,950 |
| 2029-2032 | \$1,652,000 | \$930,395 | \$1,410,000 | \$1,128,300 |
| 2033-2036 | \$1,635,000 | \$784,569 | \$1,725,000 | \$815,675 |
| 2037-2040 | \$1,731,000 | \$623,922 | \$2,075,000 | \$459,125 |
| 2041-2043 | \$1,418,000 | \$345,094 | \$1,790,000 | \$109,200 |
| 2044-2055 | \$4,012,000 | \$462,659 | | |

Source: City of Breckenridge Finance Department

Public Improvements Financing Practices

Breckenridge has historically financed its public improvements through the following means, or some combination of these means:

- Cash Reserves
- Utility Fund Surpluses
- Certificates of Obligation
- Bonds
- Loans
- Intergovernmental Grants

Recommended Standards Concerning Debt Limitations

Debt as a Percentage of Assessed Property Value: General obligation debt outstanding (debt backed by the full faith and credit of the city) should not exceed 10% of the assessed value of property in the City. More fiscally conservative communities use six percent as the upper limit for direct debt. Less

fiscally conservative communities calculate direct debt using market value rather than assessed value. The total assessed taxable value of the property in Breckenridge in 2022 was \$279,588,491. Based on a benchmark of 6 to 10 percent of assessed property value, Breckenridge's local tax base could support between \$16,775,309 and \$27,958,849 in general obligation debt. Breckenridge's current general obligation debt is \$10,098,555.

Per capita bonded indebtedness: Recommended debt to household ratio is a range between \$1,500-\$2,000. At the time of this report, the city's debt to household ratio for property tax supported debt was \$2,074.

Annual Debt Service: Annual debt service should not exceed twenty percent (20%) of annual revenues. At the time of this report, the City's total annual debt service is approximately 2.6% of total annual revenues.



HOUSING

Introduction

Housing is often viewed as a barometer for the state of the economy, and this is certainly the case at the moment. The relationship between housing and economic performance, however, operates at a number of spatial levels. In recent years, policy makers and political leaders have started to make stronger links between housing and economic development at the local level. The type and quality of the housing stock can have a significant impact on the health and wealth of the City. The ability to attract and retain people and provide support for those who need it relies on good housing and attractive and inclusive neighborhoods. Cities should be able to provide choices to their residents. Cities are composed of people with various preferences, needs, and budgets.

One barrier to developing effective housing policy is the lack of information on housing quality at the community level. Although the U.S. Census Bureau's American Housing Survey collects housing quality data for larger metropolitan areas every 6 years, smaller-area data for most municipalities and neighborhoods are not available. One of the purposes of this planning section is to provide the City with an inventory of the housing units within the corporate limits of the City. This inventory will be merged with U.S. Census data and the data will be analyzed to identify the extent of problems and identification of housing needs. The housing needs assessment will be utilized to form the goals and objectives. The plan will provide implementation strategies that will assist the City in achieving the housing goals through housing rehabilitation programs and policy recommendations. The hope is that this housing plan helps the City transform the housing stock into a

primary contributor for economic development and positive population growth.



Inventory

In 2023, Public Management, Inc. conducted a windshield survey of all of the residential and commercial structures in the City. This survey consisted of classifying residential structures by their type, condition, and occupancy status. Commercial structures were identified by their condition and occupancy status as well. Lastly, municipal properties, such as city hall, police stations, etc... and churches were also identified on the map.

Definitions

Standard Structure - a structure that has deteriorated less than ten percent (10%) of its highest value. An observation of such a structure may reveal no physical problems or minor items of needed repair such as flaking paint.

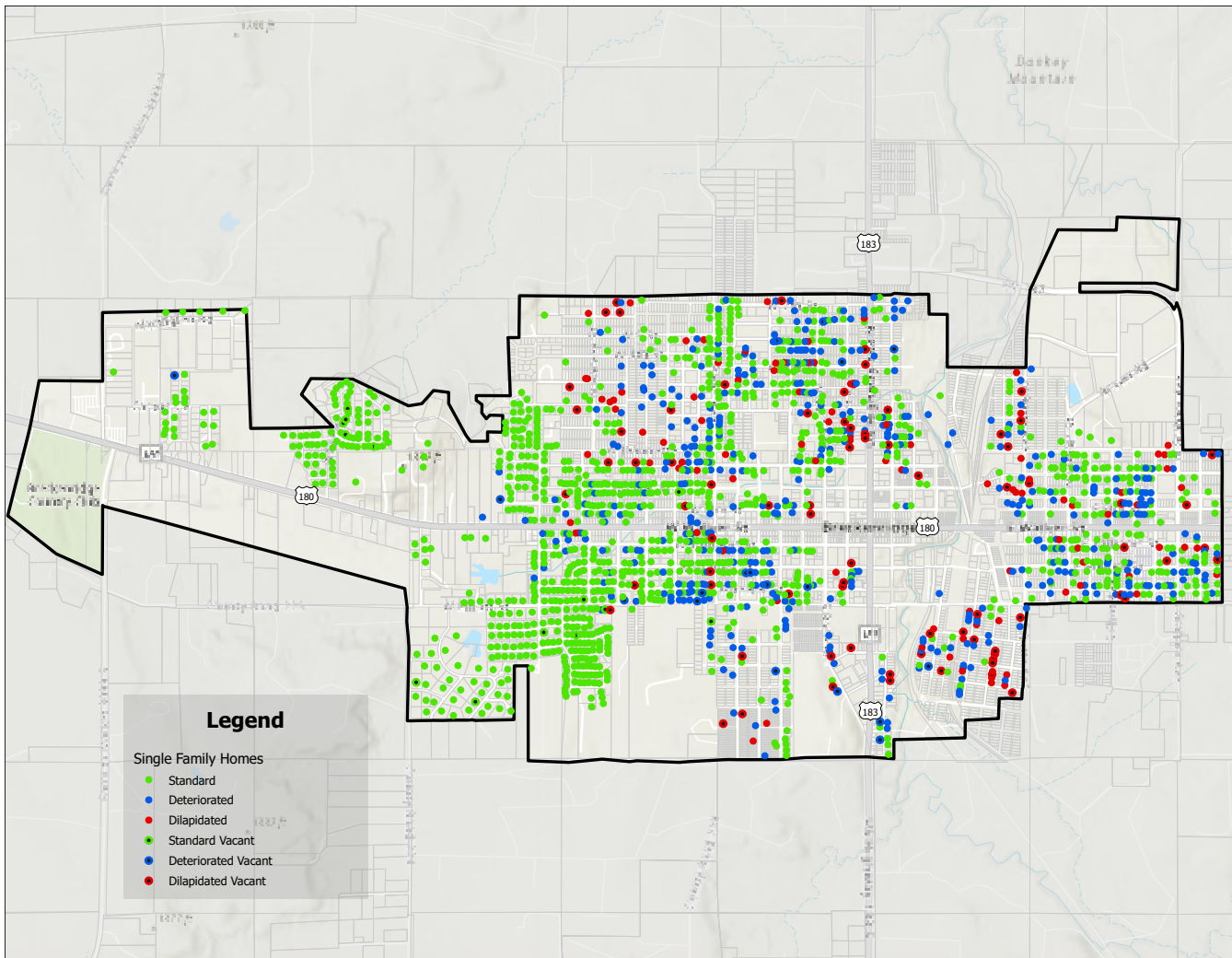


Deteriorated Structure - a structure that has deteriorated from ten percent (10%) to fifty percent (50%) of its highest value. An observation of such a structure may reveal physical problems ranging from rotted siding and roof deterioration to foundation problems and limited structural damage.

Dilapidated Structure - a structure that has deteriorated more than fifty percent (50%) of its highest value. An observation of such a structure may reveal a number of physical problems consisting of severe foundation problems, extensive structural damage, roof deterioration, rotted siding, electrical problems, and plumbing problems.



Figure 2.1 Single Family Structures Distribution Map



Single Family Structures

A single family structure is considered a permanent structure which is used by individuals and/or families for living purposes. It is detached from other housing units. The above map (Figure 2.1) shows the distribution of single-family structures throughout the City.

In total, Public Management counted a total of 1,824 single family structures in the City. Of those, 1,199 were considered to be in standard condition, 421 were considered to be in deteriorated condition, and 97 were considered to be in dilapidated condition. The map to the right (Figure 2.2) displays a heat map showing the areas which contain higher numbers of dilapidated vacant single family structures. In total, Public Management counted 76 of these structures throughout the City.

Figure 2.2 Vacant Dilapidated Structures Heat Map

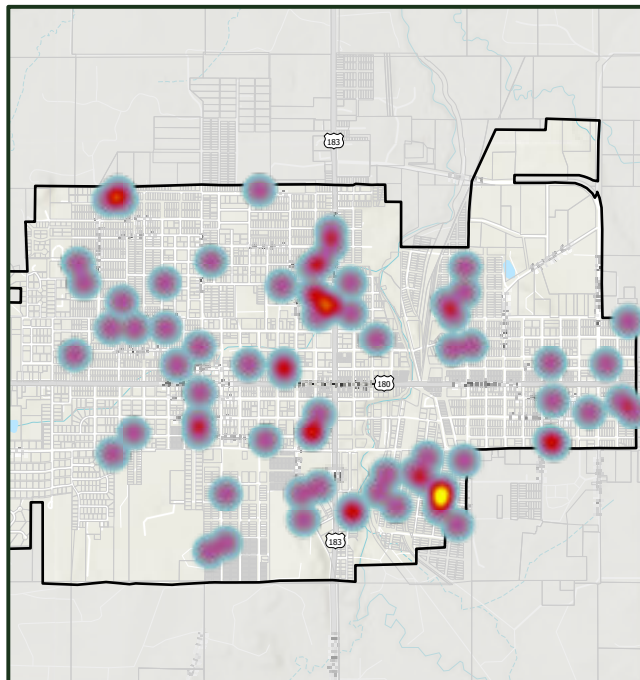
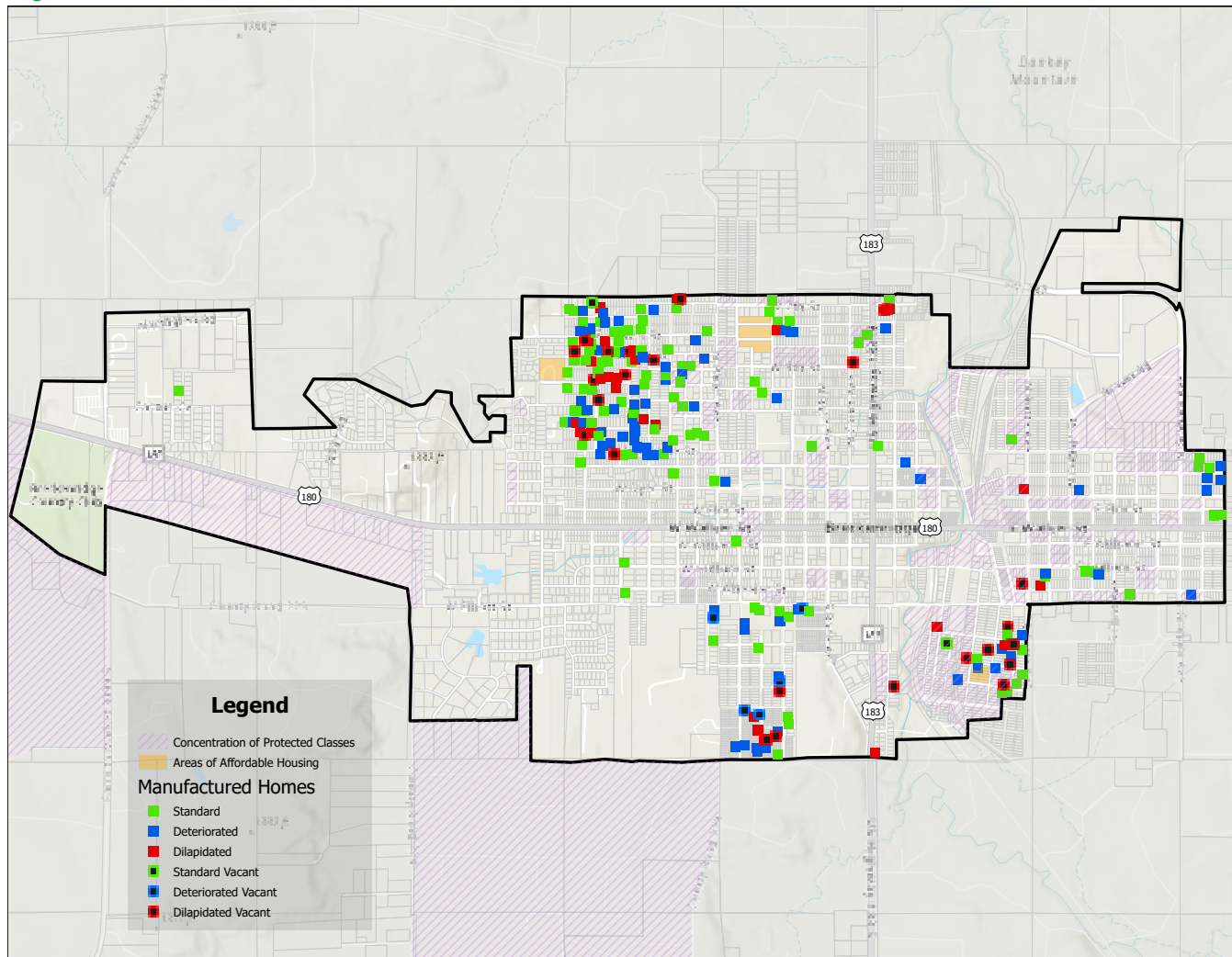


Figure 2.3 *Manufactured Homes Distribution Map*



Manufactured Homes

HUD Code defines a manufactured home as a structure constructed on or after June 15, 1976, according to the rules of the United States Department of Housing and Urban Development, transportable in one or more sections, which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning and electrical systems. The above map (**Figure 2.3**) shows the distribution of manufactured homes throughout the City.

In total, Public Management counted a total of 236 manufactured homes in the City. Of those, 103 were considered to be in standard condition, 74 were considered to be in deteriorated condition, and 24 were considered to be in dilapidated condition. The map to the right (**Figure 2.4**) displays a heat map showing the areas which contain dilapidated vacant manufactured homes. In total, Public Management counted 28 of these structures throughout the City.

Figure 2.4 *Vacant Dilapidated Structures Heat Map*

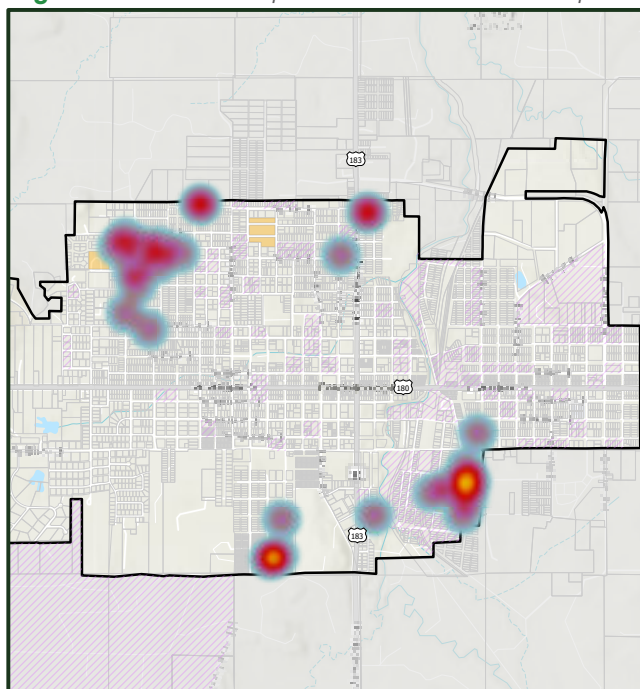
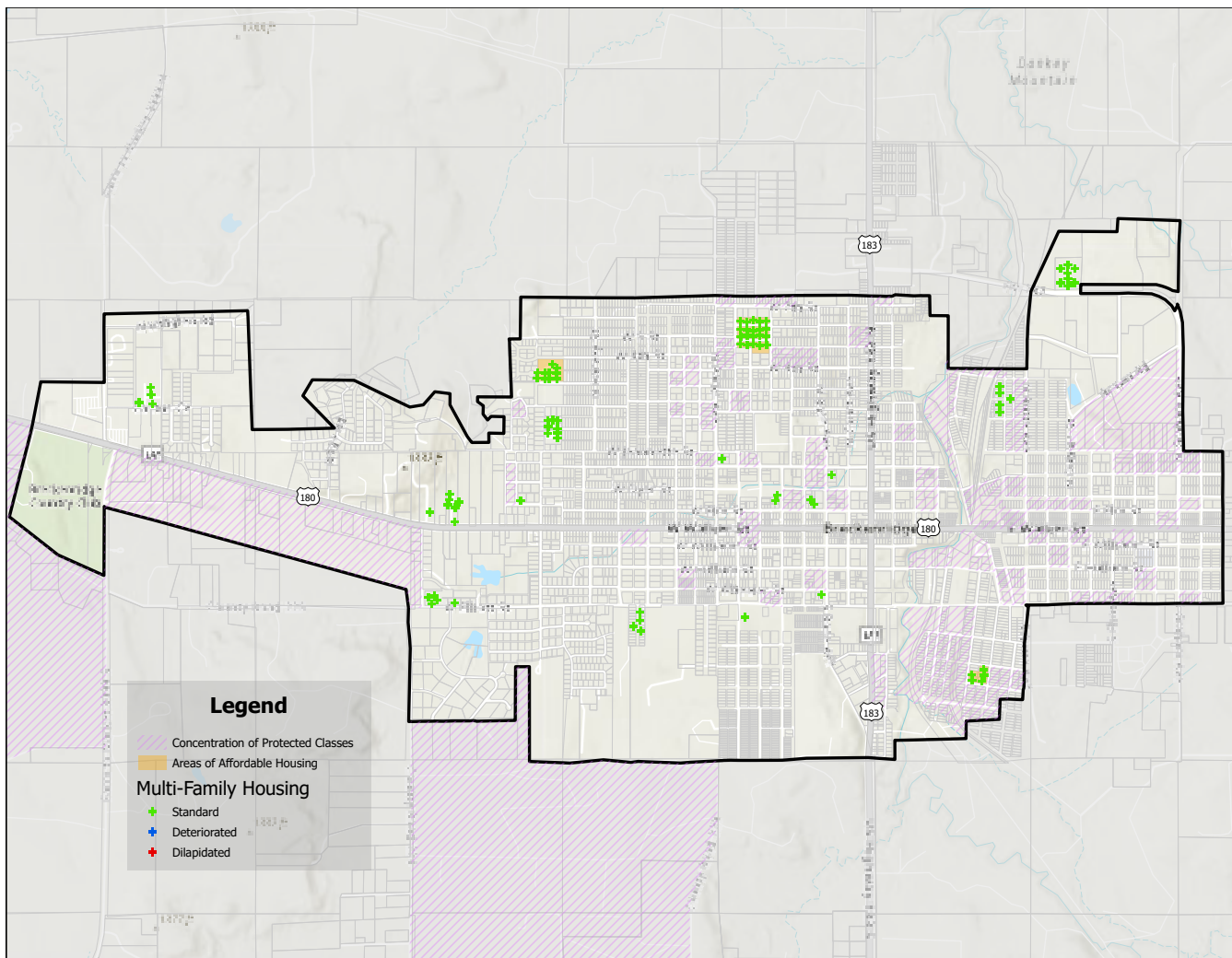


Figure 2.5 Multi- Family Housing Distribution Map



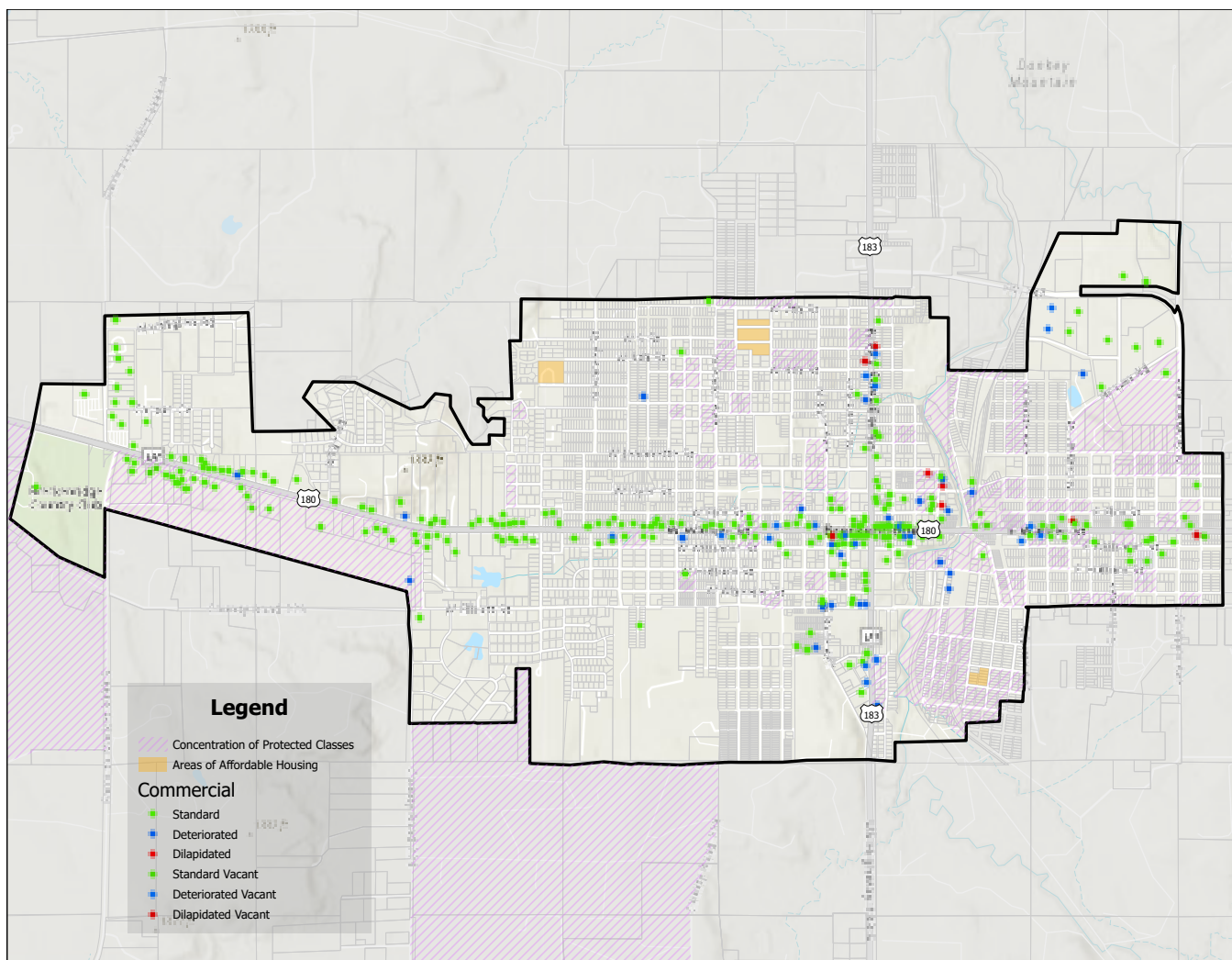
Multi-Family Housing

Multi-Family housing is defined a permanent structure which is used by individuals and/or families for living purposes. It is attached to other housing units in single level or multiple level structures. The above map (**Figure 2.5**) shows the distribution of multi-family housing units throughout the City.

In total, Public Management counted a total of 113 multi-family housing structures, consisting of 406 total units. These units comprise 16.5% of the existing housing stock.



Figure 2.6 Commercial Distribution Map



Commercial

A commercial structure is a permanent structure that is intended for conducting business activities. These structures are designed and constructed to accommodate various commercial ventures such as retail stores, offices, restaurants, hotels, shopping malls, and warehouses. Commercial structures can vary greatly in size, design, and function, depending on the specific needs of the businesses they house. The above map (Figure 2.6) shows the distribution of commercial structures throughout the City.



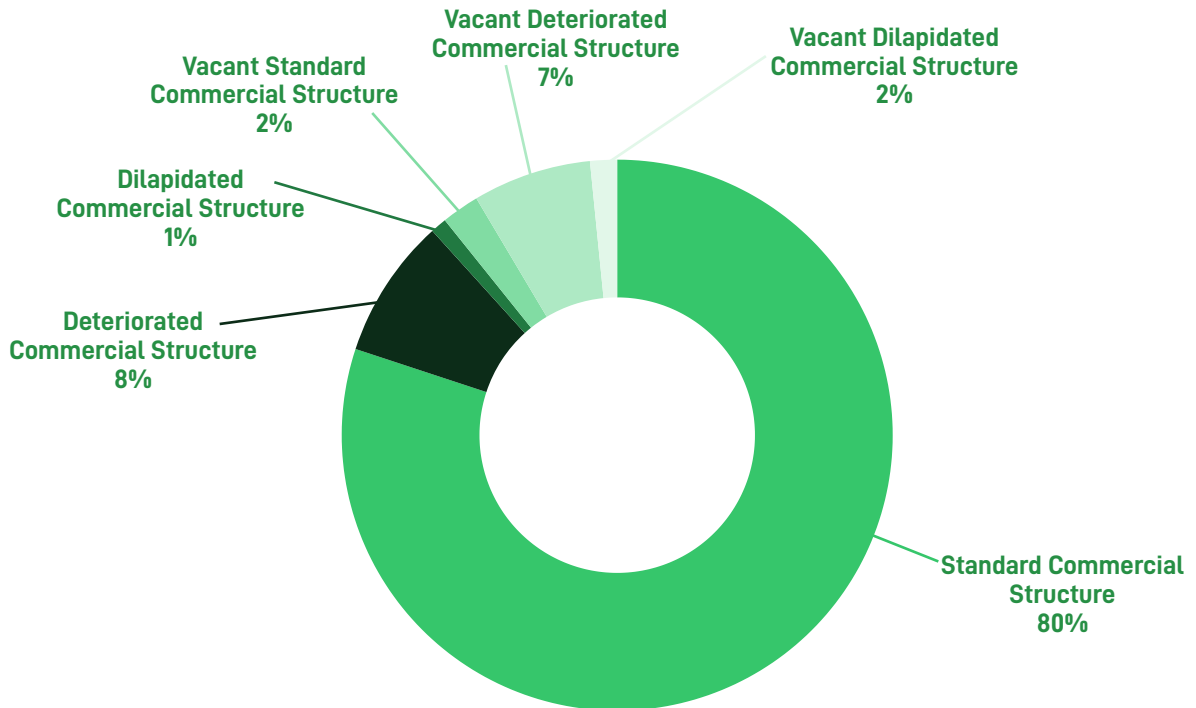
Analysis

The table below (**Table 2.1**) includes a comprehensive list of all residential structures that were surveyed. The below chart shows the number of commercial structures by their condition.

| Housing Unit Type | Number | Percentage |
|---|--------------|--------------|
| Standard Single-Family Structure | 1,199 | 48.6% |
| Deteriorated Single-Family Structure | 421 | 17.1% |
| Dilapidated Single-Family Structure | 97 | 3.9% |
| Standard Manufactured Home | 103 | 4.2% |
| Deteriorated Manufactured Home | 74 | 3.0% |
| Dilapidated Manufactured Home | 24 | 1.0% |
| Standard Multi-Family Unit | 406 | 16.5% |
| Deteriorated Multi-Family Unit | 0 | 0.0% |
| Dilapidated Multi-Family Unit | 0 | 0.0% |
| Vacant Standard Single-Family Structure | 13 | 0.5% |
| Vacant Deteriorated Single-Family Structure | 18 | 0.7% |
| Vacant Dilapidated Single-Family Structure | 76 | 3.1% |
| Vacant Standard Manufactured Home | 2 | 0.1% |
| Vacant Deteriorated Manufactured Home | 5 | 0.2% |
| Vacant Dilapidated Manufactured Home | 28 | 1.1% |
| Total Structures | 2,466 | |
| Total Occupied Structures | 2,324 | 94.2% |

Source: 2023 Housing Unit Survey, Public Management, Inc.

Chart 2.1 - Inventory and Classification of Commercial Structures



Census Data

According to the Census data, approximately 67.7% of the City's occupied housing units are owner occupied, compared with 77.2% for Stephens County.

Table 2.2 - Occupied Housing Unit Types

| Type | Number (Breckenridge) | % of Total | Number (Stephens County) | % of Total |
|-----------------|-----------------------|---------------|--------------------------|---------------|
| Owner Occupied | 1,329 | 67.7% | 2,614 | 77.2% |
| Renter Occupied | 634 | 32.3% | 771 | 22.8% |
| Total | 1,963 | 100.0% | 3,385 | 100.0% |

Source: 2021 United States Census - American Community Survey

According to Census data, 516 units, or 25.8% of the City's total housing units are vacant, compared to 1,295, or 27.7% for Stephens County.

Table 2.3 - Occupancy Status

| Type | Breckenridge | % of Total | Stephens County | % of Total |
|----------------|--------------|---------------|-----------------|---------------|
| Occupied Units | 1,963 | 79.2% | 3,385 | 72.3% |
| Vacant Units | 516 | 20.8% | 1,295 | 27.7% |
| Total | 2,479 | 100.0% | 4,680 | 100.0% |

Source: 2021 United States Census - American Community Survey

Identification of Housing Needs

Substandard Housing - According to the field survey, deteriorated and dilapidated units constitute approximately 30.1% of the City's total housing stock. According to the American Public Health Association, poor housing conditions are associated with a wide range of health conditions, including respiratory infections, asthma, lead poisoning, injuries, and mental health. Addressing housing issues offers public health practitioners an opportunity to address an important social determinant of health. Public health has long been involved in housing issues.

The City of Breckenridge has been proactive in addressing substandard housing. The City has a process for mitigating substandard housing that involves informing the homeowner of violating minimum standards, providing solutions to bring the property into compliance, then removing substandard structures, when all other remedies fail.

Aged Housing Stock - According to Census data, approximately 79% of the city's housing stock was built before 1980. The chart below (**Chart 2.2**) shows the relative age of the housing stock for Breckenridge. This is a concern because 27.3% of the

City's households include individuals that are over the age of 65. Older homes and manufactured homes typically have smaller doorways and restrooms that make mobility difficult for individuals in wheelchairs. In addition, there may not be ramps installed, as needed for easy access.

Because older homes require more maintenance, building inspection and code enforcement are two crucial front-line implications for localities.

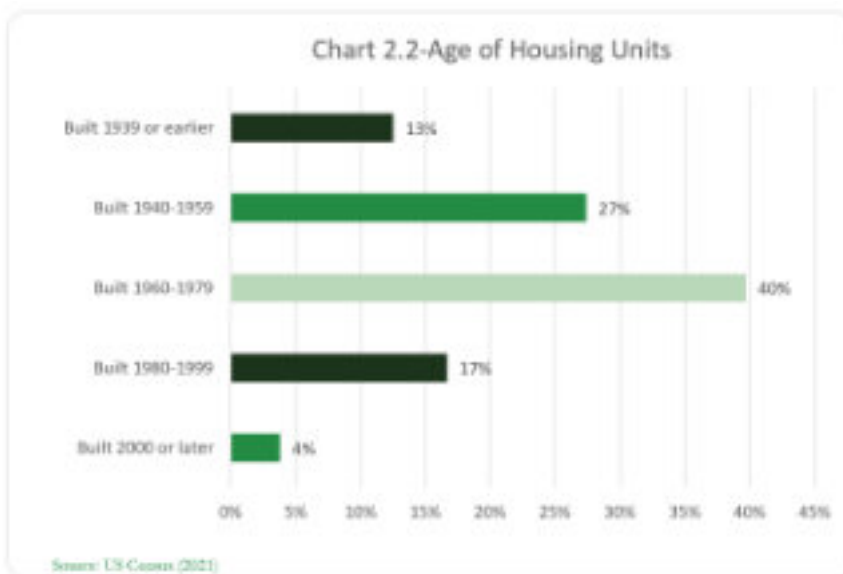
Providing assistance to elderly residents, who often lack the financial means or physical ability to repair older homes, is also of particular concern for officials. Cities such as Breckenridge should try to continue to target additional funding from federal Community Development Block Grants, city programs, outside agencies and the private sector in order to combat this issue.

Building Inspector

A Building Inspector is responsible for enforcing the provisions of the building, residential, electric, gas, mechanical, plumbing and other related codes. The City of Breckenridge has an active building services division, along with a part-time building inspector and utilizes a third part provider. The City currently enforces 2015 international building codes. The building inspector is responsible for issuing building permits and conducting inspections during all phases of construction.

Code Enforcement

In addition to housing rehabilitation assistance, another way to upgrade the condition of the housing



stock is to stay active with code enforcement. The Code Enforcement Officer is responsible for enforcing the city's property-related codes. These include substandard buildings, abandoned vehicles, weed and debris and other related codes. The City has a part-time code enforcement program, along with a part-time code enforcement officer. Proactive simply means that City officials are touring the neighborhoods and reporting code violations. Reactive means that the code enforcement office must respond to complaints by Breckenridge citizens or other agents. Once code violations are noted, the City must implement an effective program for correcting the problems. The City's program operates on both levels.

Neighborhood deterioration occurs over a period of many years. Without proper code enforcement, housing units fall into a state of disrepair, or the properties become cluttered with junk and overgrown weeds. There are generally two (2) types of structures that present problems for any city's code enforcement office; vacant and occupied dilapidated structures. These structures can be both a safety hazard and a health hazard. If the unit is

structurally unsafe, the roof and walls could collapse. One option is for the City to acquire vacant structures through arrangements with the County and School District, thus allowing the City 100% ownership. This procedure qualifies the material for disposal into the landfill. The City then auctions the vacant properties via sealed bids. It is the hope that these lots will then be re-developed into productive properties once again.

Applicable Codes and Ordinances

The City has the following housing-related codes and ordinances.

- Building Codes
 - International Building Code-2015
 - International Residential Code-2015
 - International Mechanical Code-2015
 - Uniform Plumbing Code-2015
 - National Electrical Code-2014
 - International Energy Conservation Code-2015
 - International Fuel Gas Code-2015
 - International Property Maintenance Code-2015
 - Fire Code-2015
- Abandoned Vehicles-2018
- Flood Damage & Prevention-2001
- Substandard Structures-2015
- Subdivision Regulations-2001
-

Identification of Housing Needs

- Substandard Buildings (dilapidated and deteriorated residential structures)
- Aging Housing Stock
- Availability of affordable housing
- Neighborhood conservation-continued strong code enforcement is needed in order to protect older neighborhoods

Previous Implementation Actions

The City has implemented several policies that protect against discrimination and encourage fair housing practices. The City also advertised a fair housing public service announcement. In addition, the City has affirmatively furthered Fair Housing through Infrastructure Planning and Development.

Office of Rural Affairs within the Texas

Department of Agriculture (TDA)

In general, the City has not utilized Texas Community Development Block Grant funds for housing related projects. These funds are typically set aside to address infrastructure needs.

Local Administrative and Legal Capacity

Available to Overcome Housing Related Problems

The City's main housing related obstacle is the need to repair or remove dilapidated structures. A majority of the City's housing related problems originate from owner-occupied units. The City does not have the ability to offer assistance to those in need because funds are limited. Given this scenario, it is recommended that the City seek assistance from the various Federal and State housing repair assistance programs.

HOUSING PLAN (GOALS & OBJECTIVES)

Goal 1: Improve the quality of living for Breckenridge residents by upgrading the quality of the housing stock.

2023-2026

Objective 1: Continue efforts to mitigate or remove substandard units.

Probable Costs: \$3,500.00 per unit

Objective 2: Consider the use of the HOME program (administered through the Texas Department of Housing and Community Affairs TDHCA) in an effort to repair dilapidated housing units throughout the community.

Probable Costs: \$1,000.00 per unit

Objective 3: Consider the use of Housing Preservation Grant (HPG) funds, administered through the United States Department of Agriculture (USDA), in an effort to repair owner-occupied dilapidated housing units throughout the community.

Probable Costs: 25% matching funds (approximately \$25,000)

Objective 4: Consider the use of the Section 504 Home Repair program, administered through the United States Department of Agriculture (USDA), which this provides loans/grants to very-low-income homeowners to repair, improve or modernize their homes to remove health and safety hazards.

Goal 2: Increase code enforcement.

2023-2035

Objective 1: Promote continuing education for staff to ensure that all staff members are aware of any updates to applicable codes and ordinances.

Objective 2: Consider outreach programs community-wide to assist connecting property owners with dilapidated units, to various assistance programs such as grants and low interest loans.

Objective 3: Consider periodic meetings to ensure that all staff is enforcing the codes consistently.

Probable Costs: Variable

HOUSING PLAN (GOALS & OBJECTIVES)

Goal 3: Increase the City's Stock of Quality, Affordable, Single-Family Units.

2023-2035

Objective 1: Consider the acquisition of vacant structures through arrangements with the County and School District and demolish these structures. Sell these properties for minimal cost to re-developers, with the stipulation that affordable new housing be constructed on the lot within a certain time period.

Probable Costs: Variable

Objective 2: Inform potential homeowners of various programs that may be available through TDHCA such as "My First Texas Home".

Objective 3: Consider a partnership between private and public sectors to bring about quality, affordable, new housing developments, such as the development outlined in the feasibility study

Probable Costs: Variable

Goal 4: Increase building code enforcement.

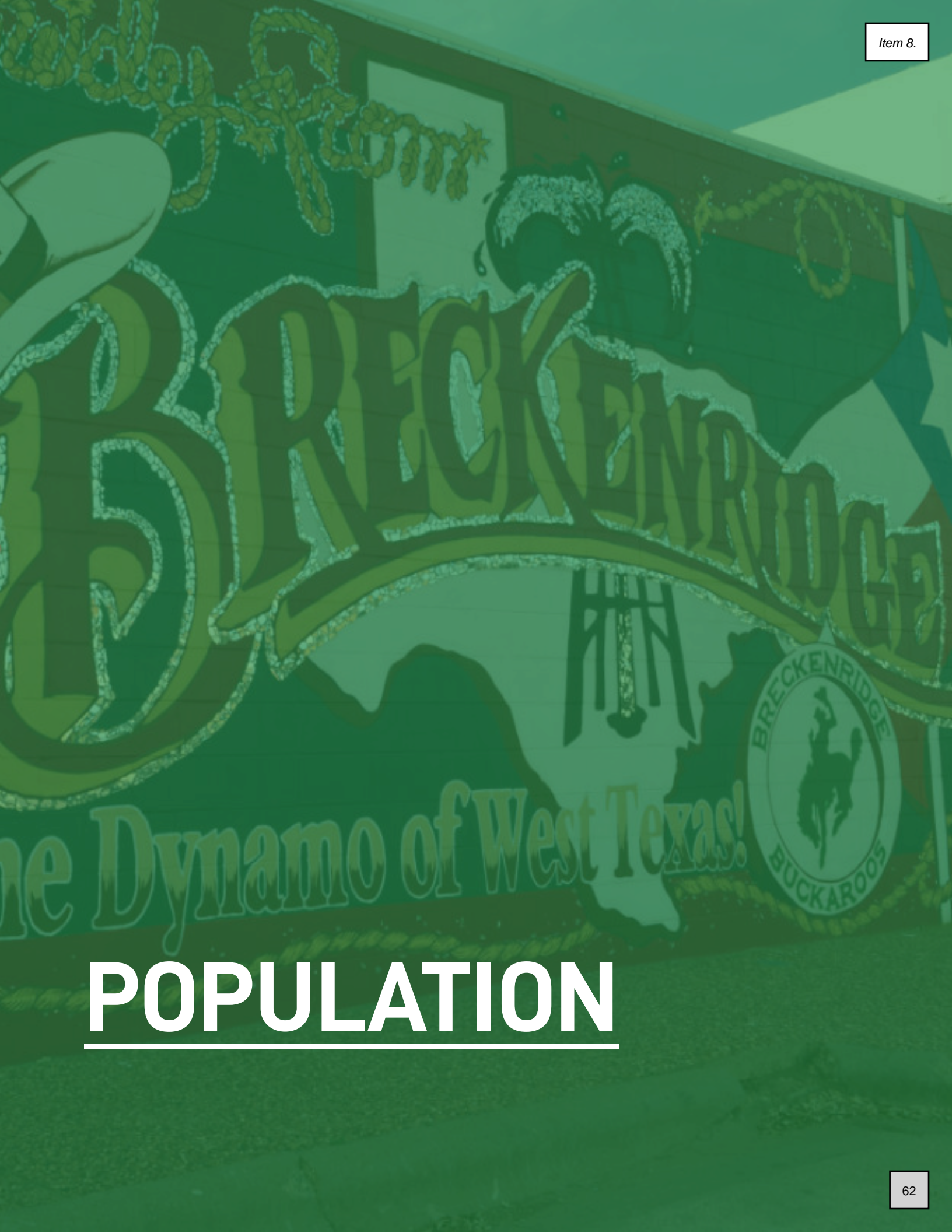
2023-2035

Objective 1: Consider adoption of the most recent international building codes.

Objective 2: Continue to promote continuing education for staff to ensure that all staff members are aware of any updates to applicable codes and ordinances.

Long-Term Initiatives (2025 and Beyond)

- Continue to enforce all housing related codes and ordinances.
- Continue efforts to secure funding for housing related projects.
- Continue to further fair housing opportunities by encouraging developers to offer residents a variety of housing options.

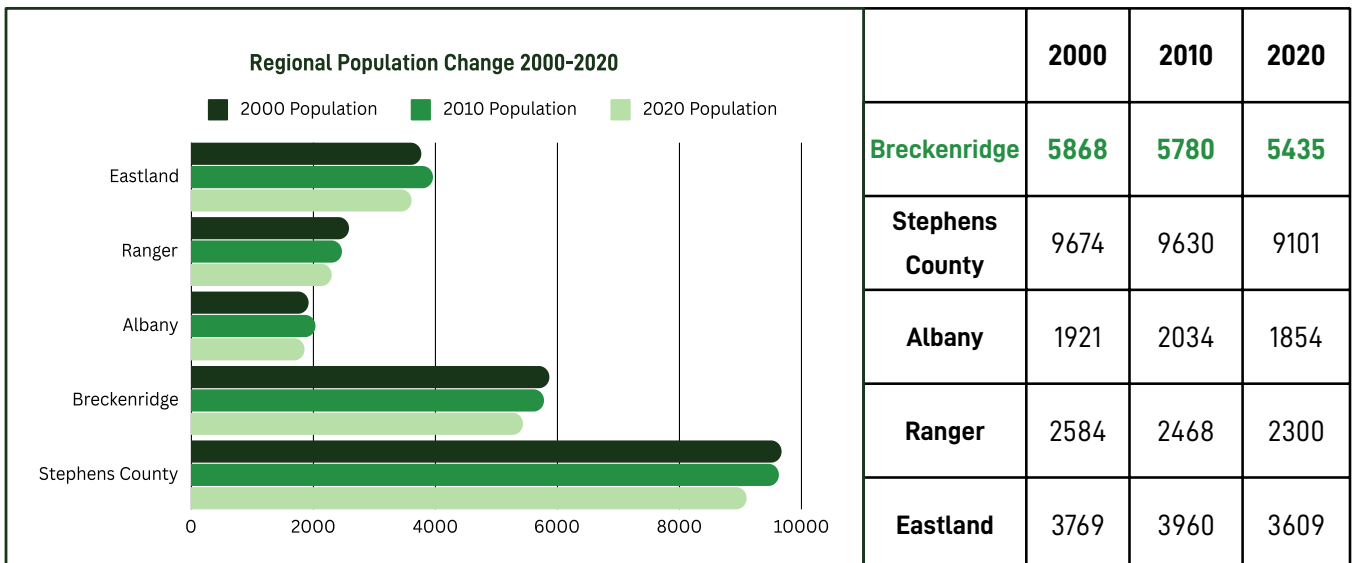
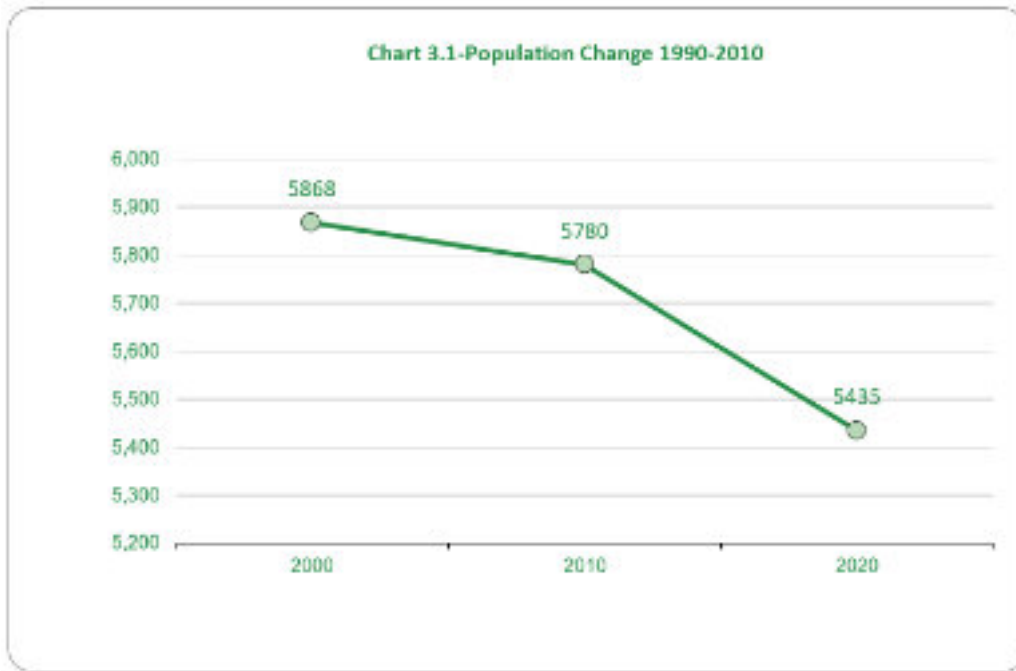


POPULATION

Introduction

Breckenridge served as the court and local trading center for several quiet decades until 1916–17, when oil discoveries at Ranger occurred. Drilling started at the Breckenridge field in 1918, but the boom did not really get underway until 1920, when the town saw the arrival of thousands of workers and speculators, who threw up acres of tents and shacks in the classic oil boomtown manner. From a population

estimated at 1,500 in January 1920 the town grew to 30,000 within a year. By 1930 the population had fallen to 7,569, and the town had 480 businesses. The Great Depression brought the population down further to 5,826 in 1940. The population was 5,665 in 1990, 5,868 in 2000, 5,780 in 2010 and 5,435 in 2020. Current estimates show the City with a population of 6,209.



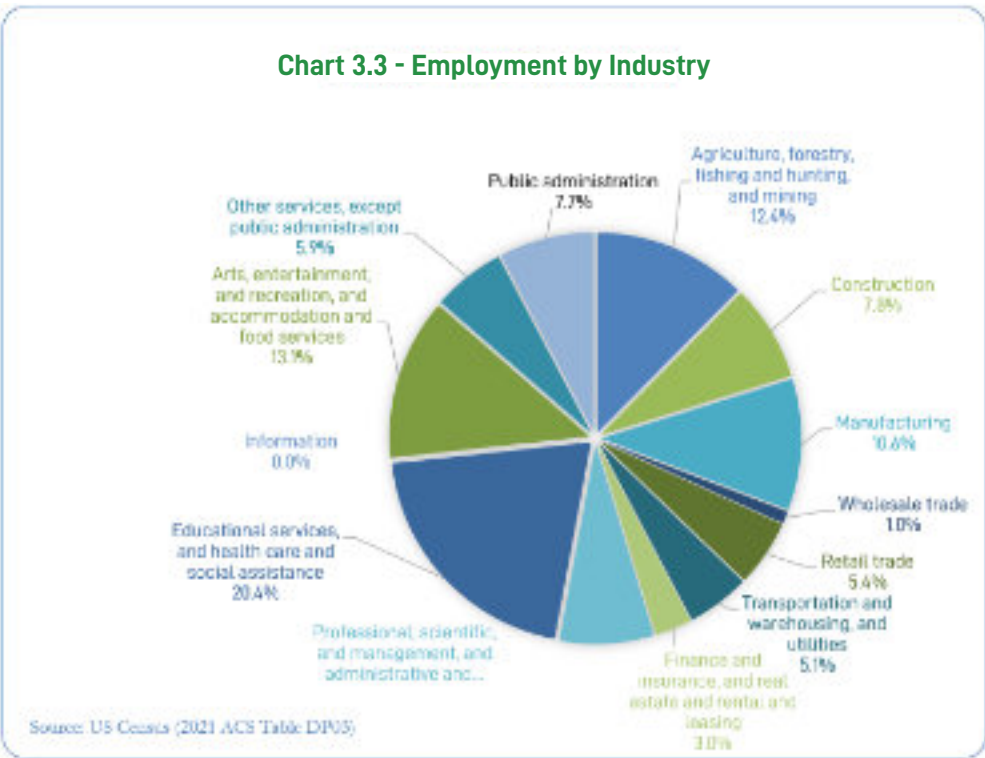
Population Characteristics

Population Distribution by Age

According to the 2021 American Community Survey, conducted by the U.S. Census, the City had a younger population compared to that of Stephens County and had the same median age as the State of Texas. The median age for Breckenridge is 35.5, compared to 35.5 for the State of Texas and 40.6 for Stephens County.

Employment by Industry Type

According to the 2021 American Community Survey, the Census indicated that agriculture, forestry, fishing & hunting, construction, manufacturing, educational services, health care and social assistance & arts, entertainment recreation & accommodation & food services provided the majority of employment for Breckenridge residents. This is illustrated in the chart below (**Chart 3.3**)



Ethnicity

Table 3.1 below gives a detailed composition of the Hispanic and non-Hispanic population groups by race.

| Race | Non-Hispanic | Hispanic Ethnicity Also | Total |
|--|--------------|-------------------------|--------------|
| White | 2,933 | 1,192 | 4,125 |
| Black/African American | 246 | 0 | 246 |
| Asian | 84 | 0 | 84 |
| American Indian/Alaskan Native | 0 | 0 | 0 |
| Native Hawaiian/Other Pacific Islander | 0 | 0 | 0 |
| Some Other Race | 11 | 267 | 278 |
| Two or More Races | 106 | 419 | 525 |
| Total | | | 5,258 |

Source: 2021 United States Census - American Community Survey

Demographic Profile and Income

Table 3.2 below provides a demographic profile, according to the United States Census.

| General Characteristics* | Number | Percentage |
|--|--------------|------------|
| Male | 2,760 | 52.5% |
| Female | 2,498 | 47.5% |
| Median Age (Years) | 35.5 | |
| Under 5 Years | 357 | 6.8% |
| 65 Years and Over | 690 | 13.1% |
| Average Household Size | 2.64 | |
| Economic Characteristics* | | |
| Median Household Income | \$39,191 | |
| Per Capita Income | \$23,989 | |
| Income Classifications ** | | |
| Low-Moderate (0-80% of the AMFI) | 3,005 | |
| Non-Low/Moderate (Above 80% of the AMFI) | 2,530 | |
| Total | 5,535 | |
| Subtotal - All Low/Moderate | 3,005 | |
| Percent Low/Moderate | 54.3% | |

*- 2021 United States Census - American Community Survey
 **- 2021 Texas Community Development Planning/Capacity/Building Fund Application

The percentage of low to moderate income persons is 54.3% and the percentage of individuals below the poverty level is 17.4%. The state average for this factor is 14.2%. According to the 2021 American Community Survey, the City lags behind the State in median household income and per capita income. The median household income statewide for 2021 was \$66,963 and the per capita income was \$34,717.

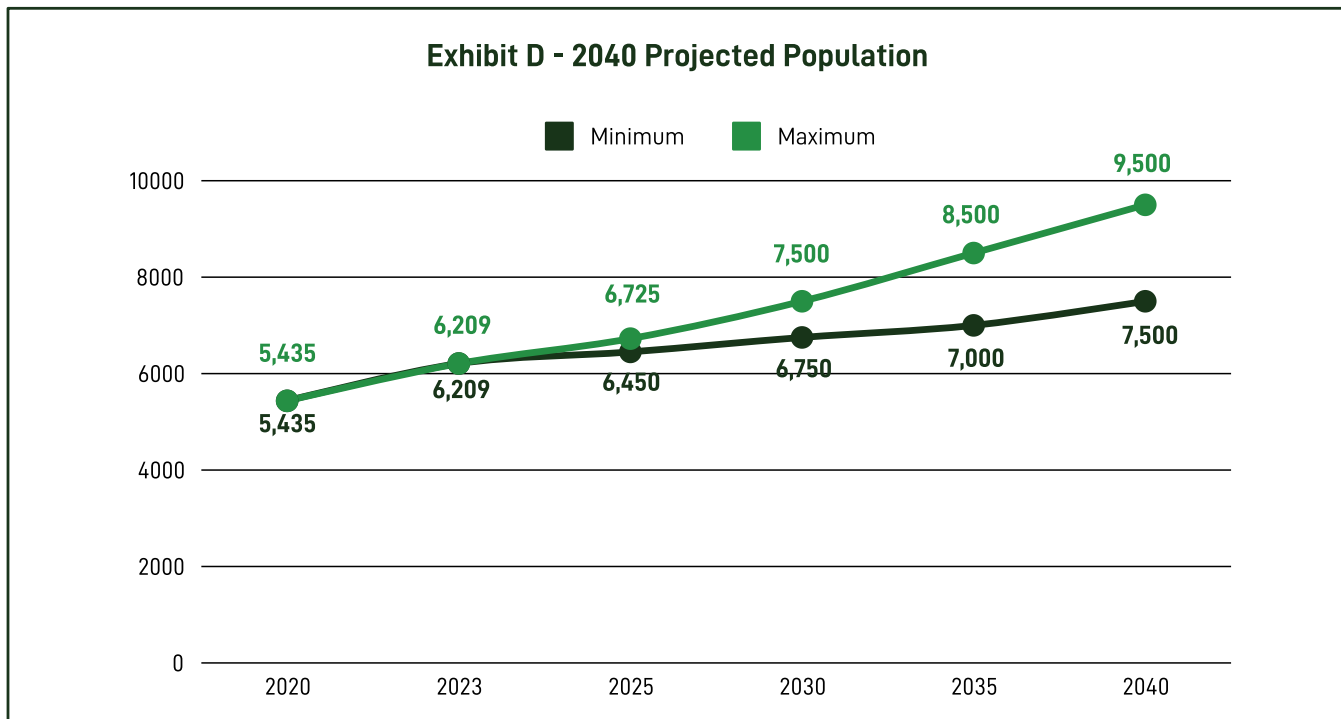
Existing Population Estimates

During the course of this planning study, Public Management, Inc. conducted a field survey of all the housing units and the land use in Breckenridge. The city presently has 2,324 occupied dwelling units. The 2021 Census states that there were 1,963 occupied housing units in the City. This represents a 361-unit difference between the 2021 U.S. Census count and the 2023 field survey. Using the figure of 2.64 persons per household from the 2021 census and multiplying it by 2,324 occupied dwelling units reveals the current population of Breckenridge.

| | | | | |
|--------------------------------------|----------|-----------------------------------|----------|---|
| 2,324 Occupied Dwelling Units | x | 2.64 Persons Per Household | = | 6,135 + 74 (Institutionalized Population) 6,209 (2023 Population Estimate) |
|--------------------------------------|----------|-----------------------------------|----------|---|

Future Population Estimates

As shown in Chart 3.1 earlier the population fell by 433 persons between the years 2000 and 2020, according to Census data. Current estimates show solid growth between 2020 and 2023. It is likely that the City will continue to see population increases during the planning period, due to growth in the State and the increased mobility of the population in general. The future population projections of Breckenridge are shown on the graph in Exhibit D below.



Future population was determined by two methods. The first method was a linear progression of the population growth rate in the years 2020-2023. This rate was used year by year through the year 2040 to determine the maximum population growth for the City of Breckenridge as shown on Exhibit D. The minimum estimated population was derived using the Texas Water Development Board Population Projections for Stephens County.

Realistically, the population for Breckenridge will probably fall somewhere between these two scales. This population projection method does not recognize an anomaly of a major subdivision development, or apartment complex with high density housing which would skew the population curve upward. These anomalies may be expected but the intensity is not known and cannot be used in a solid population projection. The population increases indicate the need to further develop the City's infrastructure to keep up with the growth.



LAND USE

Introduction

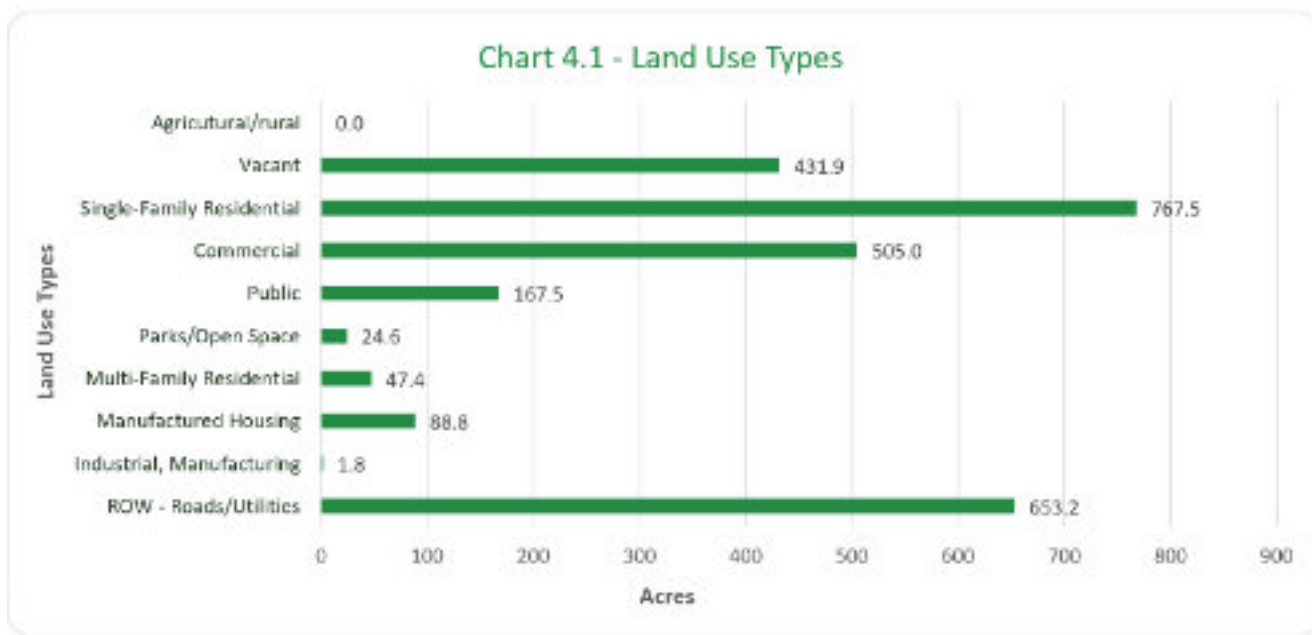
Land-use planning is the general term used for a branch of urban planning encompassing various disciplines which seek to order and regulate land use in an efficient and ethical way, thus preventing land-use conflicts. Cities often use land-use planning to manage the development of land within their jurisdictions. In doing so, the City can plan for the needs of the community while safeguarding natural resources. To this end, it is the systematic assessment of land and water potential, alternatives for land use, and economic and social conditions in order to select and adopt the best land-use options.

Often one element of a comprehensive plan, a land-use plan provides a vision for the future possibilities of development in neighborhoods, districts, or other

defined planning areas. The goal of the land use plan for the City of Breckenridge is to provide a guide for promoting an aesthetically pleasing, durable and safe living environment for present and future residents.

Tabulation

To effectively plan for the future land use patterns in Breckenridge, it is important to recognize the current land use. Understanding the conditions that lead to the existing land use configurations can help us make assumptions about future uses. The following table and chart show the existing land use in Breckenridge by category of use. The project area does not include the City's Extra Territorial Jurisdiction (ETJ) because significant development had not occurred there at the time of this report.



The overall acres per 100 persons figure identified in the following table (Table 4.1) indicates that the City has room for growth within the current corporate limits. There is significant undeveloped acreage, although some is located in the 100-year floodplain. Even so, there are still some vacant lots that could be converted to improved lots, thus increasing the city's ad-valorem tax income.

Table 4.1 - Existing Land Use

| Land Use | Acres | Percentage of Total Acres | Acres per 100 Persons |
|---------------------------|----------------|---------------------------|-----------------------|
| Vacant | 431.9 | 16.1% | 7.0 |
| Single-Family Residential | 767.5 | 28.6% | 12.4 |
| Manufactured Housing | 47.4 | 1.8% | 0.8 |
| Multi-Family Housing | 88.8 | 3.3% | 1.4 |
| Commercial | 505.0 | 18.8% | 8.1 |
| Industrial/Manufacturing | 1.8 | 0.1% | 0.0 |
| Parks/Open Space | 24.6 | 0.9% | 0.4 |
| Public | 167.5 | 6.2% | 2.7 |
| Agricultural/Rural | 0 | 0.0% | 0.0 |
| ROW - Roads/Utilities | 653.2 | 24.3% | 10.5 |
| Total | 2,687.8 | 100% | 43.3 |
| Undeveloped | 1,085.1 | 40.4% | |
| Developed | 1,602.7 | 59.6% | |

Source: 2023 Field Survey, Public Management, Inc.

Analysis

Occupied Dwelling Units

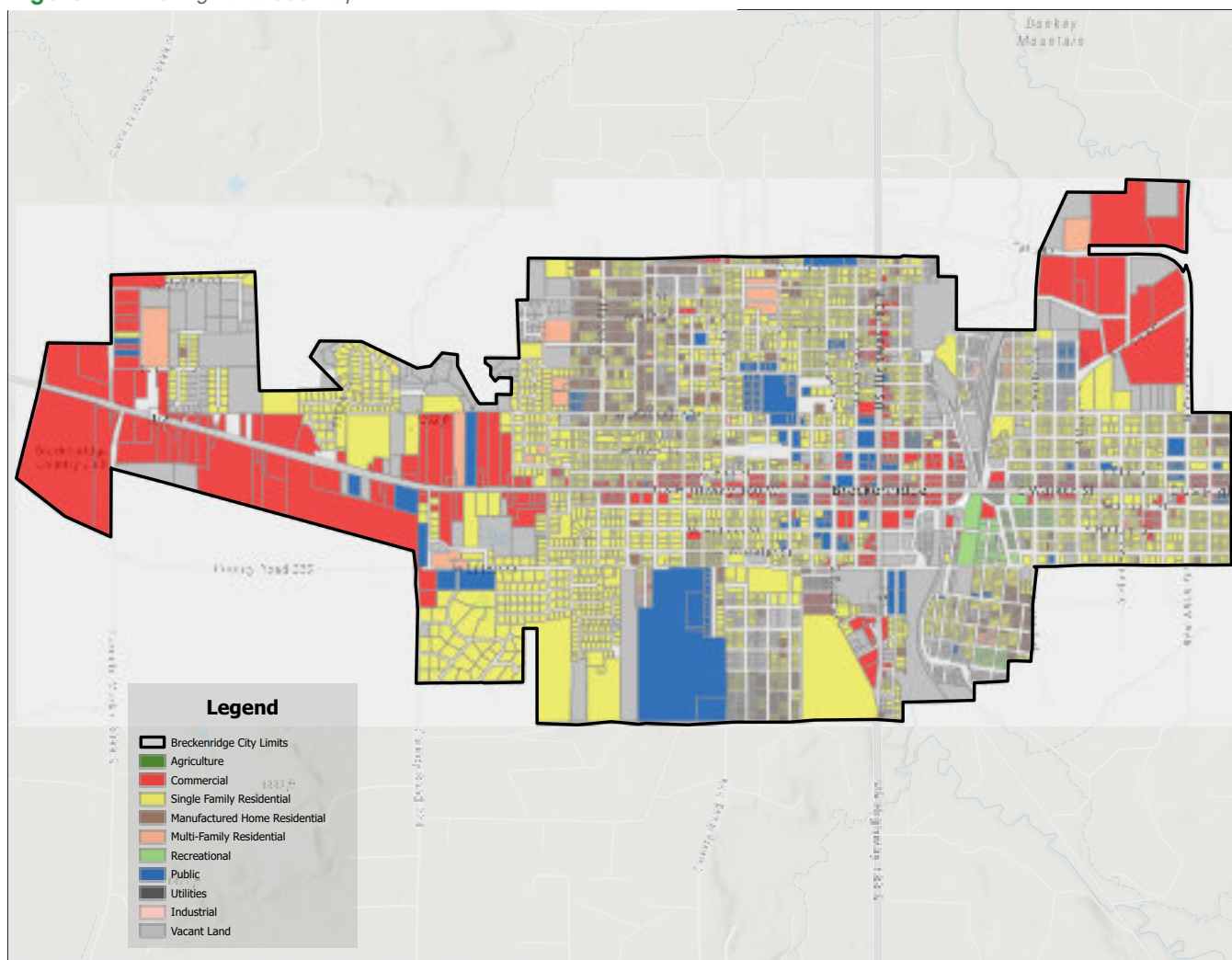
During the course of this planning study, Public Management, Inc. conducted a field survey of all the housing units and the land use in Breckenridge. The city presently has 2,324 occupied dwelling units. The 2021 Census states that there were 1,963 occupied housing units in the City. This represents a 361-unit difference between the 2021 U.S. Census count and the 2023 field survey.

Existing Land Use

The existing land use pattern for Breckenridge is typical for this size community. The commercial and light industrial land uses are generally adjacent to

the major highways. Residential, light commercial, and public land uses are near the central city, in traditional downtown Breckenridge. Agricultural, natural resource uses and rural residential uses extend beyond the City's corporate limits and into the ETJ. The most significant changes that could occur are the emergence of additional residential subdivisions in traditional agricultural areas. The existing land use can be observed by reviewing the Existing Land Use Map (**Figure 4.1**) on the following page.

Figure 4.1 Existing Land Use Map



Thoroughfares Impact on Land Use

The impact of the main thoroughfares on land use within the city is that many of the commercial land uses within the city have formed along these highways. Thoroughfare development likely will have a big impact on the city's future land use. These arterials and collectors provide access to the city's commercial and cultural centers for both local residents and potential customers.

Additionally, the concentration of commercial activities along these main thoroughfares not only facilitates accessibility but also influences the spatial distribution of other land uses. Residential areas tend to cluster around these commercial hubs, benefiting from the convenience of nearby amenities and services. Moreover, the development of these arterials and collectors often sets the tone for future urban expansion and redevelopment initiatives. As the city evolves, the strategic planning and management of these key transportation corridors will play a pivotal role in shaping its growth patterns and overall land use dynamics. The main thoroughfares are identified in the following table ([Table 4.2](#)).

Table 4.2 - Transportation Facilities

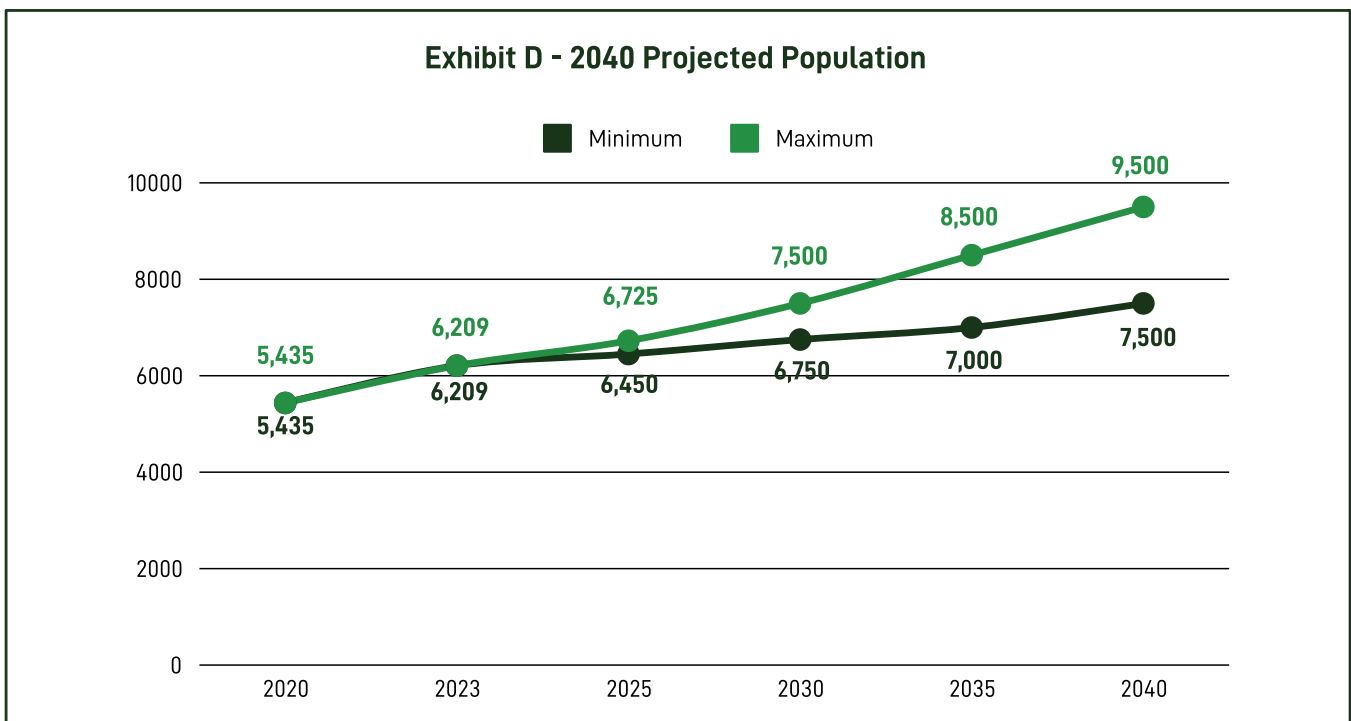
| Thoroughfare | Significance | Direction |
|---|--|--------------------|
| US Route 180 (US 180) | U.S. Route 180 is an east–west United States highway. Like many three-digit routes, US 180 no longer meets its "parent", US 80. US 80 was decommissioned west of Mesquite, Texas, and was replaced in Texas by Interstate 20 and Interstate 10 resulting in U.S. 180 being 57 miles longer than U.S. 80. The highway's eastern terminus is in Hudson Oaks, Texas (west of Fort Worth, near Weatherford), at an intersection with Interstate 20. Its western terminus is unclear. Signage at an intersection with State Route 64 in Valle, Arizona 40 miles (64 km) northwest of Flagstaff indicates that the route starts at SR 64, which is consistent with the AASHTO U.S. Highway logs. | East/West |
| US Route 183 (US 183) | <i>U.S. Route 183 (US 183) is a north–south United States highway. The highway's northern terminus is in Presho, South Dakota, at an intersection with Interstate 90. Its southern terminus is in Refugio, Texas, at the southern intersection of U.S. Highway 77 and Alternate US 77 (US 183 and Alt US 77 run concurrently for their final 80 miles (130 km) between Cuero and Refugio).</i> | North/South |
| Farm to Market Road 287 (FM 287) | <i>Farm to Market Road 287 (FM 287) is a designation that has been used three times. The current use is in Stephens County, from US 183 near Breckenridge to US 180.</i> | North/South |
| Farm to Market Road 3099 (FM 3099) | <p><i>The highway begins at an intersection with FM 2231 in unincorporated Stephens County. FM 3099 runs north before entering Breckenridge, where the highway has a short overlap with US 180. Leaving its concurrency with US 180, FM 3099 continues to run north, passing near Hubbard Creek Reservoir before ending at Hubbard Creek Dam Road near the Hubbard Creek Reservoir Dam. FM 3099 in Breckenridge south of US 180 is known locally as City Pool Road.</i></p> <p><i>FM 3099 was designated on November 25, 1975, from Hubbard Creek Dam Road south to US 180. On October 29, 1992, FM 3099 was extended south to FM 2231.</i></p> | North/South |

Source: Public Management, Inc.

Existing & Anticipated Population

During the course of this planning study, Public Management, Inc. conducted a field survey of all the housing units and the land use in Breckenridge. The city presently has 2,324 occupied dwelling units. The 2021 Census states that there were 1,963 occupied housing units in the City. This represents a 361-unit difference between the 2021 U.S. Census count and the 2023 field survey. Using the figure of 2.64 persons per household from the 2021 census and multiplying it by 2,324 occupied dwelling units reveals the current population of Breckenridge.

| | | | | |
|--------------------------------------|---|-----------------------------------|---|---|
| 2,324 Occupied Dwelling Units | X | 2.64 Persons Per Household | = | 6,135 + 74 (Institutionalized Population) 6,209 (2023 Population Estimate) |
|--------------------------------------|---|-----------------------------------|---|---|



Soils Characteristics as Related to Development

One of Texas' most important natural resources are its soils. Texas soils are complex because of the wide diversity of climate, vegetation, geology, and landscape. More than 1,300 different kinds of soil are recognized in Texas. Each has a specific set of properties that affect its use. Texas can be divided into 21 Major Land Resource Areas that have similar or related soils, vegetation, topography, climate, and land uses.

The City of Breckenridge lies in the North Central Prairie land resource area. The North Central Prairie occupies about 7 million acres in North Central Texas. Adjacent to this area on the north is the rather small area (less than 1 million acres) called Rolling Red Prairies, which extends into Oklahoma and is included here because the soils and land use are similar. This area lies between the Western Cross Timbers and the Rolling Plains. It is predominantly

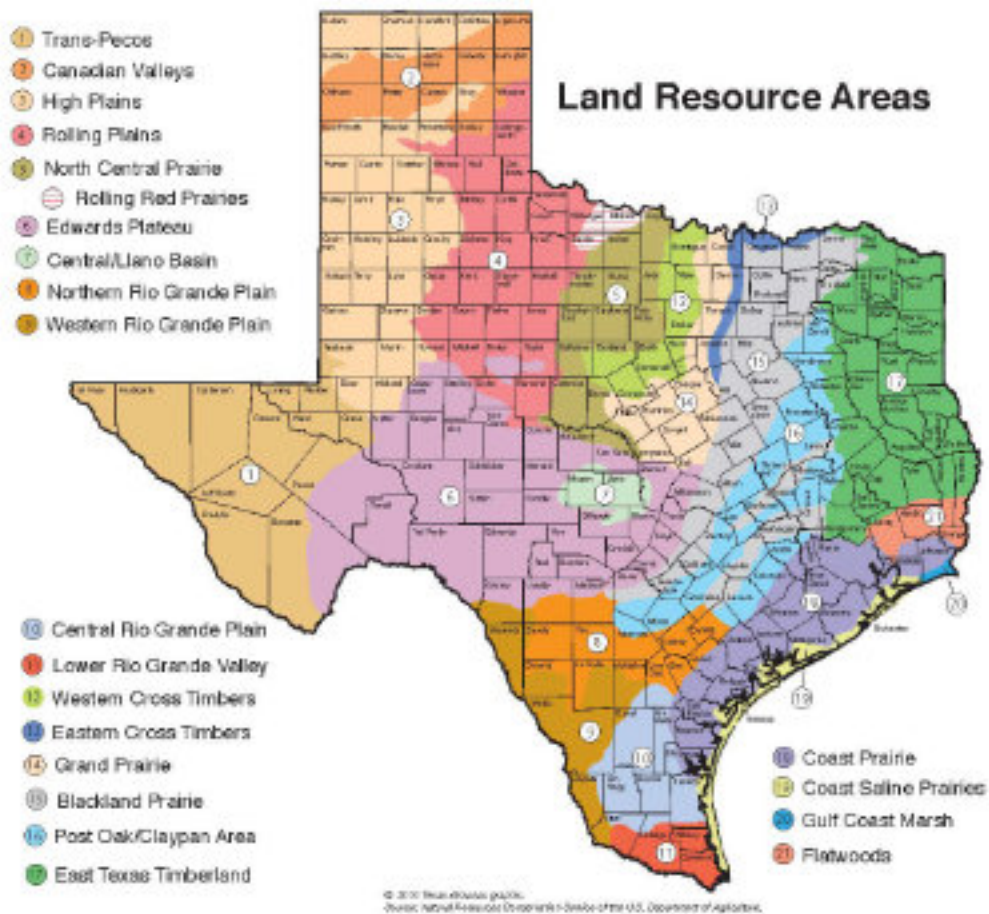
grassland intermixed with small wooded areas. The landscape is undulating with slow to rapid surface drainage.

Upland soils are mostly deep, well-drained, brown or reddish-brown, slightly acid loams over neutral to alkaline, clayey subsoils. Some soils are shallow or moderately deep to shale. Bottomland soils are

mostly well-drained, dark-brown or gray loams and clays.

This area is used mostly as rangeland, but wheat, grain sorghums, and other crops are grown on the better soils. Brush control, wind and water erosion, and limited soil moisture are the major management concerns.¹

¹ <http://texasalmanac.com/topics/environment/soils-texas>



Adequacy of Public Utilities

For existing developed land, utilities are available. However, future growth and aged facilities will necessitate the need for capital improvements to City utilities, as shown in the street, water, wastewater and storm drainage elements of this

plan. Historically, the City has been able to use Texas Community Development Block Grant Funds to help offset the costs of these improvements. It is anticipated that these funds will be available to the City in the future.

Adequacy of Public Facilities

Many of the City's public facilities are in adequate condition. The recommended improvements to the city's public facilities will be discussed in the City's Utility Studies.

Storm Drainage Problem Areas

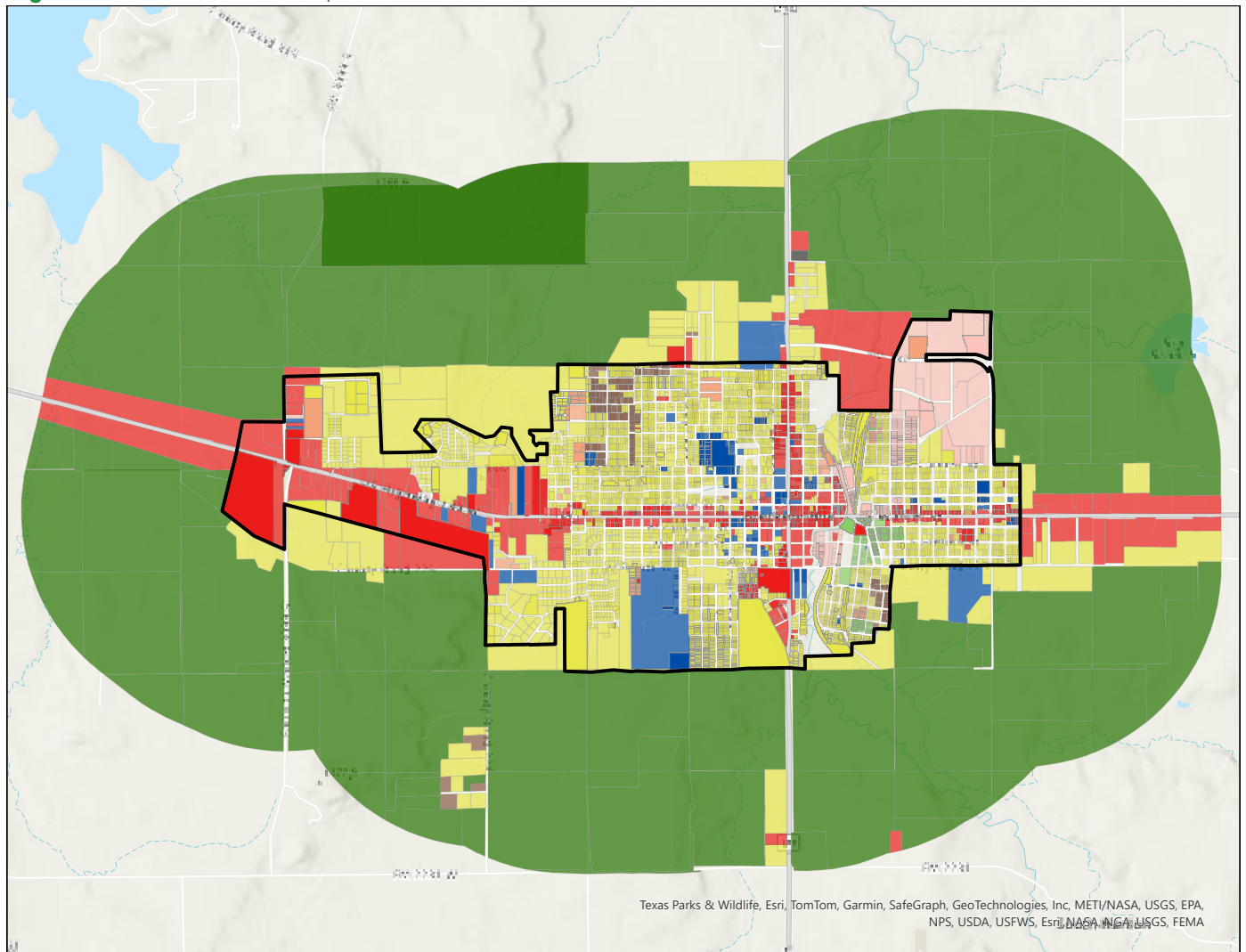
Historically, most storm drainage problems, when they occur, are a result of water bodies being at flood stage. The 100-year floodplain within the City covers about 33% of the area. A majority of the land use in these areas is undeveloped, either vacant or for agricultural uses. However, some of the 100-year flood area encompasses some residential areas. It is

important for the City to strive to keep residential uses out of floodplain areas.

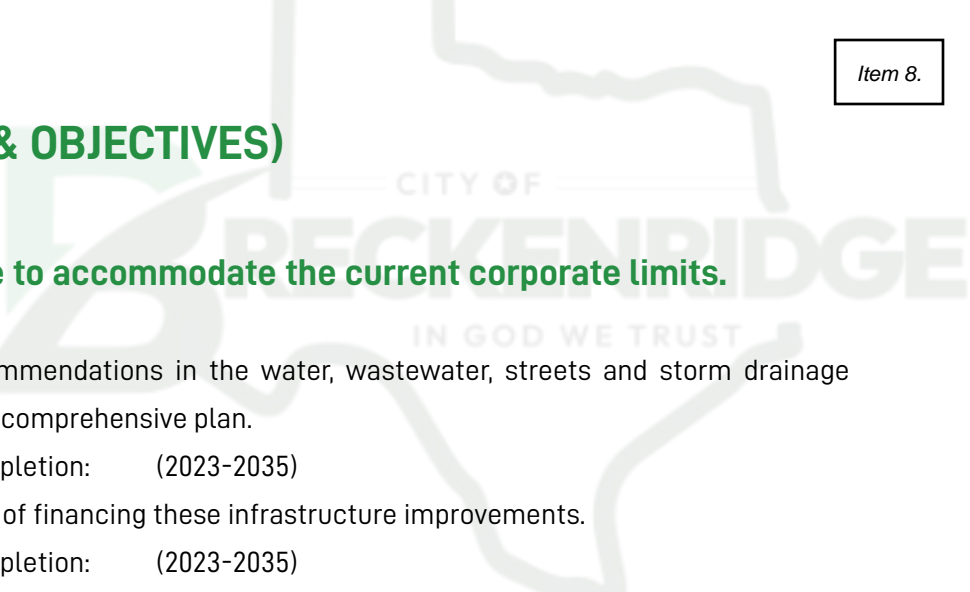
Natural and Man-Made Constraints

The following features are considered natural constraints to development in the Breckenridge area: The 100-year floodplain restricts the possibility of development in certain parts of the area. The following constraints are considered man-made constraints to development: US 180, US 183, FM 287 and FM 3099, utilities and power lines. These roadways help shape development and can be positive, as retail and industrial development tends to occur near the highways.

Figure 4.2 Future Land Use Map



LAND USE PLAN (GOALS & OBJECTIVES)



Goal 1: Improve infrastructure to accommodate the current corporate limits.

Objective 1: Follow the recommendations in the water, wastewater, streets and storm drainage elements of this comprehensive plan.

Timeline for completion: (2023-2035)

Objective 2: Pursue methods of financing these infrastructure improvements.

Timeline for completion: (2023-2035)

- A. Texas Community Development Block Grant Program (TxCDBG)-This provides funding for infrastructure development. It should be noted that these funds can only be utilized in the City's low-to-moderate income areas.
- B. Texas Water Development Board-The Texas Water Development Fund is used to provide loans to eligible applicants for the construction of local or regional water supply, wastewater treatment, flood control, and municipal solid waste management projects. This includes such facilities as water wells, transmission mains, storage tanks, and water and sewage treatment plants. The City should always compare private bond option before proceeding with Texas Water Development Board funds.
Source: <http://www.twdb.state.tx.us/>
- C. General obligation Bond Sales, Certificates of Obligation
- D. USDA Rural Development

Goal 2: Promote an aesthetically pleasing, durable, and safe living environment for present and future residents.

Objective 1: Increase code enforcement efforts.

Timeline for completion: (2024-2040)

Objective 2: Adopt the zoning ordinance that is part of this plan. The zoning ordinance tool will allow the City to protect its residential areas from non-compatible land use encroachment.

Timeline for completion: (2024-2025)

LAND USE PLAN (GOALS & OBJECTIVES)

Objective 3: Adopt the subdivision regulations that are part of this plan.
Timeline for completion: (2024-2025)

Objective 4: Continue to clear unsightly and dilapidated buildings and/or cluttered lots that are fire hazards and eyesores, and encourage the restoration of older buildings and houses that are in good condition.
Timeline for completion: (2024-2040)

Goal 3: Preserve open spaces within the current corporate limits and the existing extra territorial jurisdiction (ETJ).

Objective 1: Strictly enforce the City's subdivision ordinance and ensure that future developments provide provisions for public spaces.
Timeline for completion: (ongoing)

Objective 2: Designate natural areas for use as nature parks, plant and wildlife conservation areas and greenbelts, throughout the city.
Timeline for completion: (ongoing)

Goal 4: Encourage the development of projects that provide beneficial economic opportunities for local residents without destroying the existing physical environment.

Objective 1: Strive to provide incentives such as tax breaks and development agreements to encourage businesses to invest in Breckenridge (via BEDC).
Timeline for completion: (ongoing)

Objective 2: Promote public and private sector economic development projects on the vacant undeveloped land and/or agricultural land.
Timeline for completion: (ongoing)

STREET SYSTEM

SECTION 5.1 INTRODUCTION

The City has an extensive street system serving all modes of travel including passenger vehicles, trucks, bicycles and pedestrians. The Street System Plan is an interconnected network of “complete streets” that accommodates all modes of travel for users of all ages and abilities and safely connects people with their intended destination.

The City’s street network is well established and requires extensive maintenance and management to maintain adequate levels of service. Appropriately designed streets improve the functionality of the traffic network and improve the drivability of the multiple classifications of roadways.

Street thoroughfares and rights-of-way occupy a significant amount of the City’s total developed area and allow for circulation between all areas within the city. In addition to the movement of traffic, streets provide access to and drainage for abutting properties, open space between buildings, and right-of-way for various utilities. Efficiently designed streets also minimize and better manage the amount of stormwater runoff that directly impacts the neighborhoods and parks within the service area along with the water quality in nearby streams.

A street system plan is an essential guide to ensure future growth and development will be accomplished in a uniform, orderly manner. The purpose of this planning effort is to provide more detail concerning future street development and rehabilitation/reconstruction of existing roadways.

SECTION 5.2 STREET SYSTEM SURVEY

An inventory of the street system has been collected and a summary prepared for analysis in this study. The inventory includes information for each street including the right-of-way width, pavement width, roadway type and roadway condition. The inventory is illustrated on Exhibit “5A”. The Texas Department of Transportation (TXDOT) has jurisdiction over certain roadways in and around the City. These roadways include US 180 and US 183. The City is not responsible for improvements to these roadways.

Prior Studies

Highways within the State Roadway System are analyzed annually by the TXDOT, which annually collects short-term and long-term traffic counts, which are a useful planning tool for the City. District traffic maps show the Annual Average Daily Traffic (AADT) counts on TXDOT-maintained roads. Twenty-four-hour counts, with truck and seasonal factors, are applied. The City is part of the Brownwood District and the traffic counts that apply to the City are displayed below.

When new streets are constructed or existing streets are rehabilitated, it is very important to perform pavement maintenance activities in the years that follow. By sealing cracks that form within the first one (1) to three (3) years after paving, the life of the roadway can be extended significantly. Maintenance activities such as sealcoat and crack sealing are very useful. In addition, grading ditches and cleaning curbs help to prevent water from standing on the pavement section. In doing so, the life of the pavement will be extended.

C. Types of Street Improvements

1. Pavement Level-Up: process of adding hot mix asphaltic concrete (HMAC) or hot/cold laid asphaltic concrete to depression within the roadway to restore a level surface.
2. Sealcoat: application of liquified asphalt cement to the roadway surface and then overlaid with aggregate and rolled. The process seal cracks within the pavement surface and restores friction course of the driving surface. Typically, the recommended frequency for sealcoating City streets is every 7-10 years, depending upon pavement surface conditions.
3. Point Repairs: excavation of failed pavement sections to a depth of eight inches (8”), backfilled with six (6) to eight inches (8”) of crushed limestone, primed and sealed with a coarse surface treatment. (used to treat potholes and other imperfections and roadway hazards).
4. Hot Mix Overlay: depending on the pavement surface condition, approximately one inch (1”) of surface is milled off the existing roadway. The remaining surface material is then overlaid with a minimum of one and one-half to two inches (1.5” to 2”) of hot mix asphaltic concrete (HMAC) or hot mix/cold laid asphaltic concrete, followed by a surface treatment. (used to completely replace the surface material of a street to address pavement deterioration and extend street life)

D. Types of Street Improvement Financing

Typically, the City finances street improvements through the budgetary process. In May 2024, the City residents voted to re-enact a 0.25% street maintenance sales tax. Other financing methods include the issuance of bonds or certificates of obligation.

E. List and ranking of street system problems are as follows:

1. Limited budget and staff for repairs and maintenance.
2. Improper drainage at intersections, leading to base failure and development of potholes.

- 3. Gutters blocked by silt and grass which prevents storm water from leaving the roadway.
- 4. Drainage channels and bar-ditches silted in preventing proper drainage.
- 5. Oxidized and cracked pavement surface leading to moisture intrusion on many roadways causing potholes to develop.

Exhibit “5A” lists all streets within the City’s corporate limits together with the width of traveled surface, type of surface, drainage method, and general condition. Exhibit “5B” is a thoroughfare map and Exhibit “5C” is a map of the road condition assessment. The above-mentioned thoroughfare and street condition classifications can generally be defined as follows:

“Good”-relatively smooth surface, without major potholes, well maintained, and well drained.



“Fair”-rough surface, potholes patched during periodic maintenance, less stable sub grade associated with poorer drainage, but can be traveled comfortably at a reasonable speed.

“Poor”-very rough or unpaved surface, open potholes, unstable sub grade associated with poor drainage or lack of maintenance, and cannot be traveled comfortably.



SECTION 5.4 STREET SYSTEM PLAN

- Goal: Develop adequate funding resources to “catch-up” on street pavement improvements and develop financial strategies to provide sufficient annual street maintenance to extend the service life of these improvements. Refer to Exhibit “5D” for recent and proposed paving improvement projects.
- 2023/2024: **Completed** – In 2023, the City issued Certificates of Obligation (CO’s) to accomplish a significant amount of street paving improvements.
Costs: \$1,100,000 (approximate)
- Objective 1: Phase I – Paving Improvements (see Table 5.1)
Probable Costs: \$5,050,000
(Timeline: 2024-2025)
- Objective 2: Phase II – Paving Improvements (See Table 5.2)
Probable Costs: \$2,200,000
(Timeline: 2025-2028)
- Objective 3: Enforce subdivision ordinances so that design standards are met in new developments.
(Timeline: currently implemented)
- Objective 4: Develop annual pavement maintenance program (including sealcoat, ditch grading, silt/grass removal from gutters, etc.)
Probable Costs: \$75,000 - \$150,000 / year
(Timeline: under development)

EXHIBIT 5A STREET SYSTEM INVENTORY

| Street Name | Street Material | Street Condition | Pavement Width | ROW Width | Curb and Gutter | Ditches |
|-----------------|-----------------|------------------|----------------|-----------|---------------------|---------------------|
| CACTUS COVE | ASPHALT | FAIR | 30 | 60 | EAST OF MEDINA CT | WEST OF MEDINA CT |
| MEDINA CT | ASPHALT | FAIR | 30 | | Y | N |
| GASTON CT | ASPHALT | FAIR | 30 | | Y | N |
| NORTHGLEN RD | ASPHALT | FAIR | 18 | | N | Y |
| PENBROOK ST | ASPHALT | GOOD | 30 | | Y | N |
| SHA LN | ASPHALT | GOOD | 30 | | Y | N |
| SAGE ST | ASPHALT | GOOD | 30 | | Y | N |
| YUCCA DR | ASPHALT | GOOD | 30 | | Y | N |
| RIDGE RD | ASPHALT | GOOD | 30 | | Y | N |
| SUNSET BLVD | ASPHALT | GOOD | 25 | | N | Y |
| MITCHELL AVE | ASPHALT | POOR | 25 | | N | N |
| CHAPARRAL LN | ASPHALT | FAIR | 25 | | N | Y |
| SURREY LN | ASPHALT | FAIR | 20 | | N | Y |
| LONDON LN | ASPHALT | FAIR | 20 | | N | Y |
| WILLOWICK LN | ASPHALT | FAIR | 25 | | N | Y |
| LONDON CIR | ASPHALT | FAIR | 25 | | N | Y |
| FRIAR TUCK LN | ASPHALT | FAIR | 25 | | N | Y |
| SCENIC DR | ASPHALT | FAIR | 15 | | N | N |
| CYPRESS ST | ASPHALT | FAIR | 30 | | Y | N |
| SYCAMORE CIR | ASPHALT | FAIR | 30 | | Y | N |
| HUNTERS GLEN ST | ASPHALT | FAIR | 25 | | N | Y |
| GLENWOOD CIR | ASPHALT | FAIR | 30 | | Y | N |
| RENEE ST | ASPHALT | FAIR | 30 | | Y | N |
| MISTLETOE AVE | ASPHALT | FAIR | 30 | | Y | N |
| DALLAS ST | ASPHALT | FAIR | 15 | 60 | N | Y |
| SAN ANTONIO ST | ASPHALT | FAIR | 15 | | N | Y |
| WACO ST | ASPHALT | GOOD | 15 | | N | Y |
| W COTTAGE ST | ASPHALT | FAIR | 15 | | N | Y |
| POWER ST | ASPHALT | FAIR | 15 | | N | Y |
| E VALLEY DR | ASPHALT | FAIR | 15 | | N | Y |
| E ABERDEEN ST | ASPHALT | FAIR | 15 | | N | Y |
| E PARRISH ST | ASPHALT | POOR | 15 | | N | Y |
| COTTAGE ST | ASPHALT | GOOD | 15 | | N | Y |
| E COTTAGE ST | ASPHALT | FAIR | 15 | | N | Y |
| E POWER ST | ASPHALT | GOOD | 25 | | WEST OF O CONNOR ST | EAST OF O CONNOR ST |
| E GADDIS ST | ASPHALT | GOOD | 15 | | N | Y |
| DUNNINGHAM AVE | ASPHALT | FAIR | 25 | | Y | N |
| O CONNOR ST | ASPHALT | GOOD | 25 | | N | Y |
| STOKER AVE | ASPHALT | POOR | 15 | | N | Y |
| S BUTTE ST | ASPHALT | POOR | 15 | | N | Y |
| ROBERT AVE | ASPHALT | FAIR | 15 | | N | Y |
| GEORGE AVE | ASPHALT | FAIR | 20 | | N | Y |
| JAMES AVE | ASPHALT | GOOD | 20 | | N | Y |
| E ELLIOT ST | ASPHALT | GOOD | 20 | | N | Y |
| E WHEELER ST | ASPHALT | POOR | 20 | | N | Y |

| Street Name | Street Material | Street Condition | Pavement Width | ROW Width | Curb and Gutter | Ditches |
|------------------------|------------------|------------------|----------------|-----------|--------------------|--------------------|
| E HULLUM ST | ASPHALT | POOR | 25 | | Y | N |
| E WILLIAMS ST | ASPHALT | FAIR | 25 | | WEST OF S GENEVA | EAST OF S GENEVA |
| W ELLIOT ST | ASPHALT | VARIABLE | 30 | | Y | N |
| W WHEELER ST | ASPHALT | POOR | 30 | | Y | N |
| W HULLUM ST | ASPHALT | POOR | 30 | | Y | N |
| W WILLIAMS ST | ASPHALT | VARIABLE | 30 | | Y | N |
| W ELM ST | ASPHALT | VARIABLE | 25 | | Y | N |
| W DYER ST | ASPHALT | POOR | 30 | | Y | N |
| W LINDSEY ST | CONCRETE/ASPHALT | VARIABLE | 30 | | Y | N |
| W JEANNETTE ST | CONCRETE/ASPHALT | FAIR | 30 | 45 | Y | N |
| W 1ST ST | ASPHALT | FAIR | 20 | | N | Y |
| W 2ND ST | ASPHALT | FAIR | 20 | 45 | N | Y |
| W 3RD ST | CONCRETE/ASPHALT | FAIR | 25 | | N | Y |
| W 4TH ST | ASPHALT | FAIR | 25 | | N | Y |
| W 5TH ST | ASPHALT | FAIR | 25 | | Y | N |
| W 6TH ST | ASPHALT | FAIR | 20 | | N | Y |
| W 7TH ST | ASPHALT | GOOD | 30 | | Y | N |
| E 1ST ST | ASPHALT | FAIR | 30 | | Y | N |
| E 2ND ST | ASPHALT | FAIR | 30 | | Y | N |
| E 3RD ST | ASPHALT | FAIR | 15 | | N | Y |
| E 4TH ST | ASPHALT | FAIR | 15 | | N | Y |
| E 5TH ST | ASPHALT | FAIR | 15 | | N | Y |
| E 6TH ST | ASPHALT | FAIR | 15 | | N | Y |
| E 7TH ST | ASPHALT | GOOD | 15 | | N | Y |
| TEXAS ST | GRAVEL | POOR | 15 | | N | Y |
| E ELM ST | CONCRETE | FAIR | 50 | | Y | N |
| E DYER ST | CONCRETE/ASPHALT | VARIABLE | 40 | | WEST OF FRONT AVE | EAST OF FRONT AVE |
| E LINDSEY ST | CONCRETE/ASPHALT | VARIABLE | 30 | | Y | N |
| E CONNELL ST | CONCRETE/ASPHALT | FAIR | 15-30 | | EAST OF DUBOIS ST | WEST OF DUBOIS ST |
| E STEVENSON ST | ASPHALT | FAIR | 20 | | N | Y |
| DAVIS RD | ASPHALT | VARIABLE | 20 | | N | Y |
| BROWN RD | ASPHALT | POOR | 20 | | N | Y |
| INDUSTRIAL PKWY | ASPHALT | FAIR | 25 | | N | Y |
| INDUSTRIAL LOOP FM 287 | ASPHALT | GOOD | 40 | | N | Y |
| N DAIRY | ASPHALT | FAIR | 20 | | N | Y |
| WESTWOOD ST | ASPHALT | GOOD | 30 | | Y | N |
| N HARDING ST | ASPHALT | VARIABLE | 30 | | Y | N |
| N WILSON ST | ASPHALT | POOR | 20 | | N | Y |
| S WILSON ST | ASPHALT | POOR | 20 | | N | Y |
| N HARVEY | ASPHALT | FAIR | 25 | | SOUTH OF W DYER ST | NORTH OF W DYER ST |
| S HARVEY | ASPHALT | VARIABLE | 25 | | Y | N |
| N PECAN ST | ASPHALT | VARIABLE | 20 | | SOUTH OF W DYER ST | NORTH OF W DYER ST |
| S PECAN ST | ASPHALT | FAIR | 25 | | SOUTH OF W HULLUM | NORTH OF W HULLUM |
| N OAKWOOD ST | ASPHALT | FAIR | 20 | | N | Y |
| S OAKWOOD ST | CONCRETE | POOR | 30 | | Y | N |
| N SHELTON ST | ASPHALT | FAIR | 20 | | N | Y |
| S SHELTON | CONCRETE | FAIR | 30 | | Y | N |

| Street Name | Street Material | Street Condition | Pavement Width | ROW Width | Curb and Gutter | Ditches |
|---------------|------------------|------------------|----------------|-----------|------------------------|------------------------|
| N DOUGLAS AVE | ASPHALT | VARIABLE | 25 | | N | Y |
| S DOUGLAS AVE | ASPHALT | FAIR | 20 | | N | Y |
| S PARKS ST | ASPHALT | POOR | 25 | | NORTH OF W HULLUM | SOUTH OF W HULLUM |
| N PARKS ST | CONCRETE | GOOD | 25 | | Y | N |
| N LIVE OAK | ASPHALT | GOOD | 25 | | N | Y |
| S LIVE OAK | ASPHALT | VARIABLE | 25 | | N | Y |
| N SMITH ST | ASPHALT | FAIR | 25 | | N | Y |
| S SMITH ST | ASPHALT | FAIR | 20 | | N | Y |
| N MILLER | ASPHALT | VARIABLE | 25 | | Y | N |
| S MILLER ST | ASPHALT | VARIABLE | 30 | | NORTH OF W HULLUM | SOUTH OF W HULLUM |
| N MCAMIS ST | ASPHALT | VARIABLE | 25 | | Y | N |
| S MCAMIS ST | CONCRETE/ASPHALT | VARIABLE | 30 | | Y | N |
| S ROSE AVE | ASPHALT | POOR | 30 | | NORTH OF W ELLOIT | SOUTH OF W ELLIOT |
| N ROSE AVE | ASPHALT | GOOD | 30 | | Y | N |
| S COURT ST | ASPHALT | POOR | 30 | | Y | N |
| N COURT ST | ASPHALT | FAIR | 20 | | SOUTH OF W LINDSEY | NORTH OF W LINDSEY |
| RIDGEWAY CIR | ASPHALT | GOOD | 30 | | Y | N |
| WESTRIDGE CIR | ASPHALT | GOOD | 30 | | Y | N |
| N HEIGHT CIR | ASPHALT | GOOD | 30 | | Y | N |
| N PANTHER AVE | ASPHALT | VARIABLE | 15 | | N | Y |
| N PAYNE | ASPHALT | POOR | 20 | | NORTH OF W 5TH ST | SOUTH OF W 5TH ST |
| N ALBANY AVE | CONCRETE/ASPHALT | FAIR | 20-30 | | NORTH OF E STEVENSON | SOUTH OF E STEVENSON |
| N CAMDEN ST | ASPHALT | GOOD | 20 | | N | Y |
| S CAMDEN ST | ASPHALT | FAIR | 25 | | NORTH OF E HULLUM | SOUTH OF E HULLUM |
| N DUBOIS ST | ASPHALT | POOR | 25 | | Y | N |
| S DUBOIS ST | ASPHALT | POOR | 20 | | N | Y |
| N EASTON ST | CONCRETE | VARIABLE | 30 | | Y | N |
| S EASTON ST | ASPHALT | FAIR | 20 | | NORTH OF E WILLIAMS ST | SOUTH OF E WILLIAMS ST |
| N FLINT ST | CONCRETE/ASPHALT | VARIABLE | 25 | | Y | N |
| S FLINT ST | CONCRETE | POOR | 30 | | Y | N |
| N GENEVA ST | ASPHALT | FAIR | 25 | | N | Y |
| S GENEVA ST | ASPHALT | FAIR | 25 | | NORTH OF E HULLUM | SOUTH OF E HULLUM |
| N HARTFORD ST | CONCRETE | FAIR | 30 | | Y | N |
| S HARTFORD ST | ASPHALT | FAIR | 25 | | Y | N |
| N IOWA AVE | ASPHALT | GOOD | 20 | | N | Y |
| S IOWA AVE | ASPHALT | GOOD | 25 | | Y | N |
| N JACKSON RD | ASPHALT | FAIR | 20 | | N | Y |
| S JACKSON RD | ASPHALT | FAIR | 25 | | Y | N |
| OLD CADDO AVE | ASPHALT | FAIR | 25 | | NORTH OF E HULLUM | SOUTH OF E HULLUM |
| BAYLOR AVE | CONCRETE/ASPHALT | POOR | 30 | | Y | N |
| MERRILL ST | CONCRETE/ASPHALT | VARIABLE | 15-25 | | SOUTH OF E LINDSEY | NORTH OF E LINDSEY |
| VEALE AVE | ASPHALT | POOR | 30 | | N | Y |

EXHIBIT 5B THOROUGHFARE MAP

(REFER TO FULL SIZE MAP FOR ADDITIONAL DETAIL)

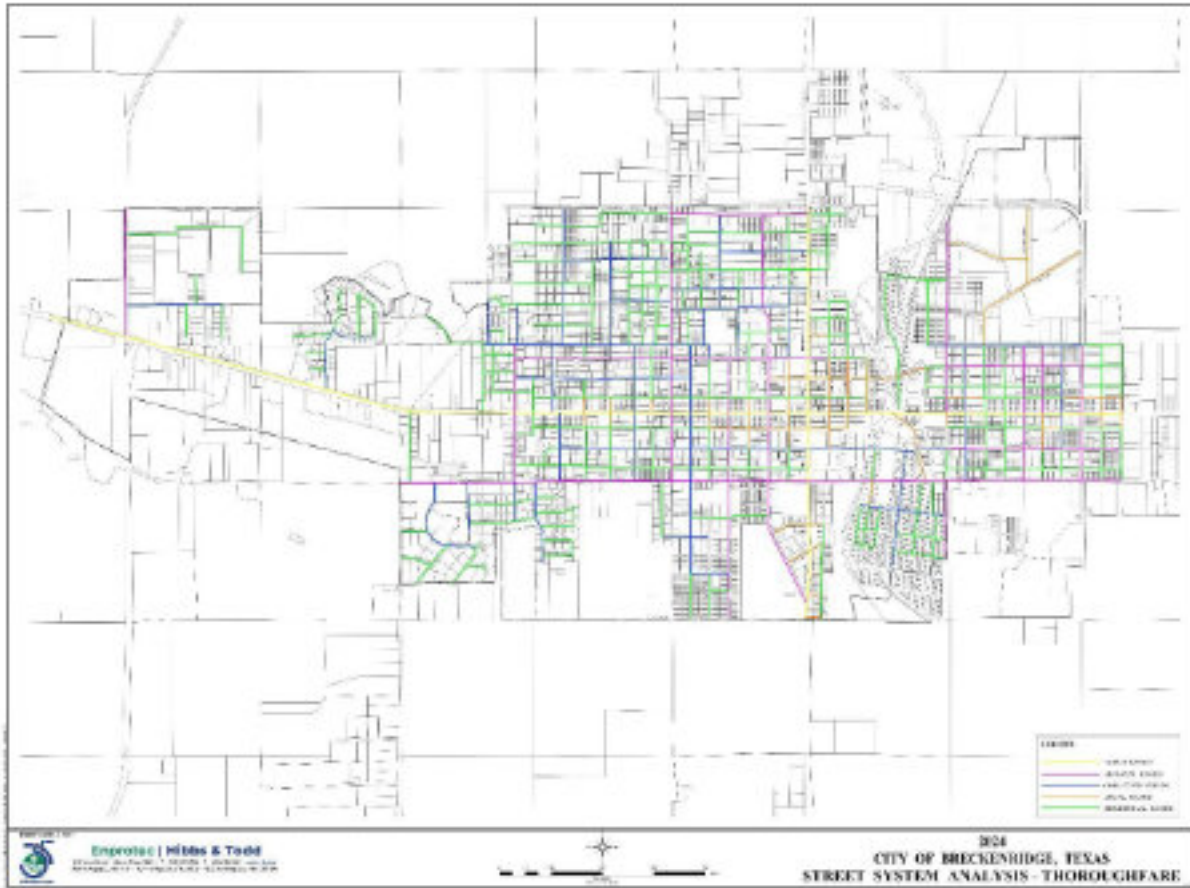
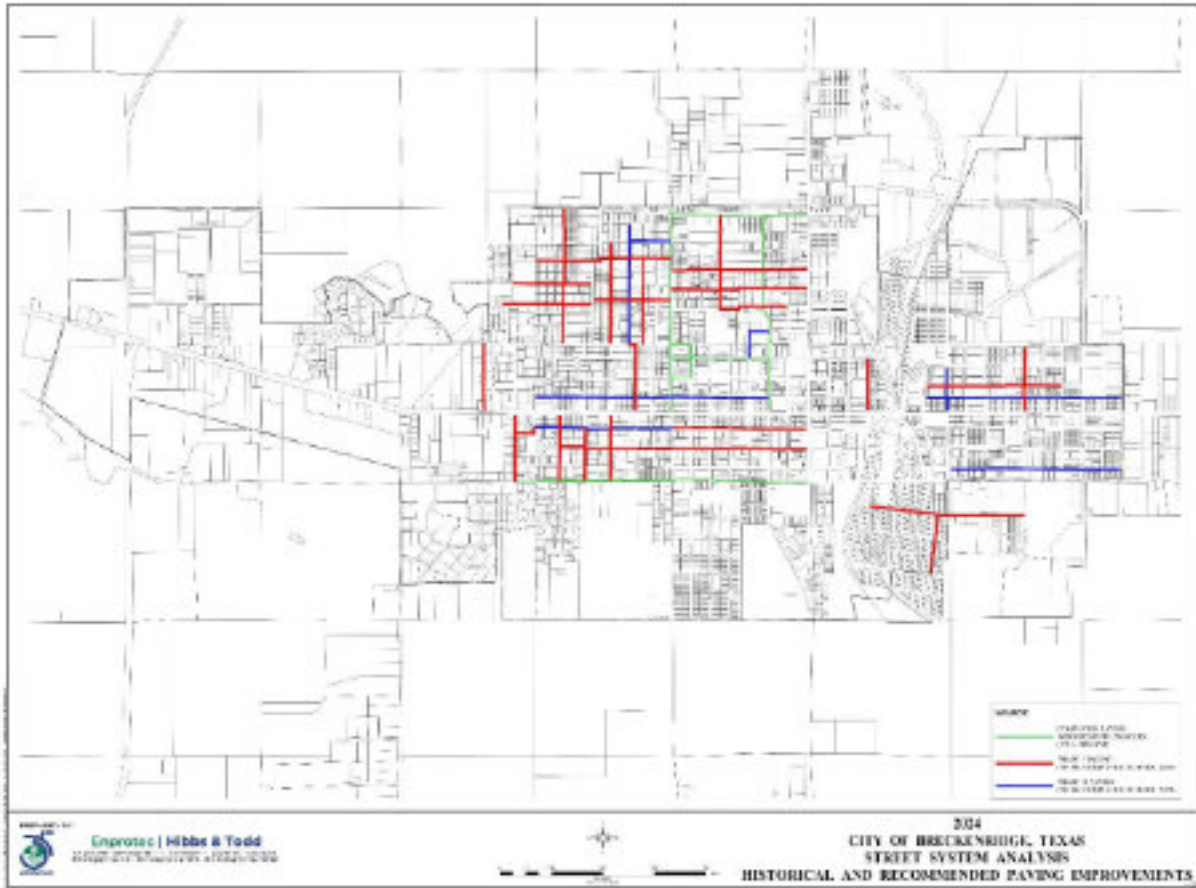


EXHIBIT 5D PROPOSED STREET SYSTEM IMPROVEMENTS

(REFER TO FULL SIZE MAP FOR ADDITIONAL DETAIL)



WATER SYSTEM

SECTION 6.1 INVENTORY

A. Existing Facilities

The water system is operated and maintained by the City of Breckenridge (City). Exhibit “A” illustrates the location of water lines, fire hydrants, storage facilities and the City’s water treatment plant (WTP). The City purchases raw water from West Central Texas Municipal Water District (WCTMWD) that is delivered to the City’s WTP from Hubbard Creek Reservoir. The City also owns and has the ability to access raw water from Lake Daniels through a gravity transmission main.

The City’s WTP has a design capacity of 3.4 million gallons per day (MGD) or 2,361 gallons per minute (gpm). The WTP consists of a rapid mix basin, two 65-foot diameter clarifiers, two multi-media gravity filters, one 78,800-gallon transfer well, and a 1-million gallon (MG) ground storage tank clearwell. The high service pump station (HSPS) pulls water from the clearwell and pumps water throughout the distribution system and into the elevated storage tanks (EST). The EST’s provide gravity pressure throughout the distribution system in accordance with TCEQ minimum capacity requirements. Capacities of the facilities are listed in the tables below.

Table 6.1: Existing Water Distribution Capacities

| Type | Location | Capacity (gpm) |
|-----------------------------|---------------------|-------------------|
| <u>City:</u> | | |
| High Service Pump Station | WTP | 4 @ 1400 |
| <u>Prison:</u> | | |
| Walker/Sayles Prison | Prison | 2 @ 600 |
| TOTAL PUMP CAPACITY: | Prison: 1,200 (gpm) | City: 5,600 (gpm) |
| Source: TCEQ Database | | |

Table 6.2: Water Storage Capacities

| Description | Capacity (gallons) |
|---------------------------------|--|
| <u>City Storage</u> | |
| East Tower – Elevated | 250,000 |
| West Tower – Elevated | 250,000 |
| Clearwell #1 – WTP GST | 1,000,000 |
| <u>Prison:</u> | |
| Walker/Sayles Prison – Elevated | 150,000 |
| TOTAL STORAGE CAPACITY: | Prison: 150,000 Gallons City: 1,500,000 Gallons |
| Source: TCEQ database | |

SECTION 6.2 ANALYSIS

A. Availability of Water

The City currently has the ability to utilize water from two nearby reservoirs, Hubbard Creek Reservoir (HCR) and Lake Daniel. Historically, a third water source was Lake Grand, which is approximately 2 miles northeast of the City. However, this lake is reported to have been abandoned as a drinking water supply reservoir because of “salt-water contamination” due to use in the past as a salt-water-disposal basin (Bayha 1964). Therefore, the City’s existing water supplies are limited to HCR and Lake Daniel.

Hubbard Creek Reservoir

HCR is a large reservoir located in Stephens County approximately 5 miles west of the City on Hubbard Creek. The reservoir was constructed in 1962 (Bayha 1964) and is owned and operated by the WCTMWD. The WCTMWD has four member cities: Abilene, Albany, Anson, and Breckenridge. In the past, Lake Daniel was the City’s primary water source, and raw water from Lake Daniel and HCR were blended in various combinations. Due to treatability issues with Lake Daniel, HCR has become the City’s primary raw water source over the past years.

Existing Facilities: WCTMWD owns and operates HCR including the intake structure, raw water pump station, and a water transmission system for the delivery of raw water to its Member Cities and other customers.

Available Supply: HCR is currently about 51% full. WCTMWD contracts raw water from HCR to its Member Cities for municipal use and provides water to its Member Cities pursuant to a “take or pay” water contract between WCTMWD and each Member City which prescribes and limits the annual amount of water which such Member City may take from HCR depending on the water surface elevation of HCR.

Quality: Water quality in HCR is good, which allows for simple, conventional treatment to meet state and federal drinking water quality standards. In general, use of HCR water typically requires no advanced treatment to meet current state and federal quality requirements. Historically, if City operators wanted or needed to utilize water from both HCR and Lake Daniel, they maintained a small blending ratio of Lake Daniel with HCR water.

Lake Daniel

Lake Daniel is a small reservoir located approximately 8 miles south of the City on Gonzalez Creek (also known as Gunsolus Creek). The lake is owned and operated by the City, and was the City’s primary water source from its construction in 1948 until the construction of HCR in 1962 (Bayha 1964). Since 1962, raw water from Lake Daniel and HCR have been blended in various combinations, although Lake Daniel has not been used for the last several years since HCR water has been better in quality and treatability.

Existing Facilities: Raw water from Lake Daniel flows by gravity from the intake

structure at the lake to the WTP. City staff controls the flow of raw water from Lake Daniel to the City’s WTP through operation of a raw water inlet control valve located at the WTP. The gravity line from Lake Daniel is capable of providing an instantaneous flow rate of up to approximately 2.0 mgd (HTI 2005).

Quality: Water quality in Lake Daniel has been problematic in the past, especially with regard to taste and odor in the water from the lower intake. Historically, City staff set the blending ratio of Lake Daniel with HCR water such that the Lake Daniel water was added until just prior to the point where the blended water began to take on objectionable taste or odor. These aesthetic issues are not surprising since Lake Daniel’s lower intake is often the only one of the two intakes available. For example, at a water level of 1270 ft, the lake level is 8 ft below the upper intake opening, and the lower intake opening is 19 ft below the surface. While the top 5 ft of a lake is typically lower in turbidity and has a higher dissolved oxygen concentration due to natural wind mixing, deeper water tends to become somewhat anaerobic, which frequently results in elevated levels of iron, manganese, turbidity, and organic carbon.

B. Water Supply Requirements

The City provides treated water to domestic, commercial and industrial customers along with two (2) wholesale customers, Stephens Regional Special Utility District (SRSUD) and High Mesa Water Company. Projected water supply requirements are presented in Table 6.3. Future requirements were developed using projected population figures and a current average daily demand of 0.819 MGD, according to the Texas Drinking Water Watch from the TCEQ website. It is important to note that actual peak day usage in 2023 was 1.27 MGD, per the most recent TWDB Utility Profile. Often times there is a significant difference between a utility’s actual usage versus the projected future usage based on TCEQ capacity requirements.

Table 6.3: Projected Water Requirements

| Year | Population | Total Annual Demand (MG) | Daily Average Demand (MGD) | Projected Peak Day Demand (MGD) |
|------|------------|--------------------------|----------------------------|---------------------------------|
| 2023 | 5,903 | 298.9 | 0.819 | 2.71 |
| 2030 | 6,130 | 309.1 | 0.847 | 2.81 |
| 2040 | 6,232 | 315.5 | 0.865 | 2.86 |
| 2050 | 6,298 | 318.9 | 0.874 | 2.89 |

Source: Texas Water Development Board (TWDB) Regional Water Plan

C. Ground Storage

The purpose of ground storage is to provide a large supply of water that the high service pumps may draw upon during periods of heavy demand or during a serious fire. The City has a total ground storage capacity of 1,000,000 gallons, which is sufficient throughout the planning period.

D. Elevated Storage

The function of elevated storage is to provide a pressurized water supply during power failures and to provide for short-term surges of demand. The City’s current elevated storage capacity is 500,000 gallons plus an additional 150,000 gallons at the prison, which satisfies the current requirement for the present population and for the future population projected for the planning period.

Table 6.4: Water Storage Requirements

| Year | Population (1) | Connection (2) | Total Required Storage (Gal) (3) | Total Required Elevated Storage (Gal) (4) |
|------|----------------|----------------|----------------------------------|---|
| 2023 | 5,903 | 2,750 | 550,000 | 275,000 |
| 2030 | 6,103 | 2,856 | 571,200 | 285,600 |
| 2040 | 6,232 | 2,903 | 580,600 | 290,300 |
| 2050 | 6,298 | 2,934 | 586,800 | 293,400 |

Source: TCEQ Database

1. From Exhibit “D” Population Projections
2. Based on TCEQ current estimations of 1.53 persons per connection
3. Based upon TCEQ required 200 gallons/connection
4. Based upon TCEQ required 100 gallons/connection

E. Distribution Lines

While the City has completed numerous water line replacement projects over the last decade, there still remain a vast amount of old, cast-iron water mains within the system. These lines have well exceeded the intended service life and are in dire need of replacement. The City routinely applies for funding assistance through the TWDB, Rural Development and TXCDBG funding programs to assist with water line replacement projects.

F. Fire Hydrants

Fire hydrants are replaced in conjunction with the water line replacement projects and when required due to inoperability. Fire hydrant locations are shown on the City’s GIS system and Existing Water System Map.

G. Water Quality

The City’s system has had many issues over the last five years, particularly with old and deteriorated pipelines leading to water main breaks and forcing the City to issue several boil water notices. A pipe failure and resulting turbidity issue occurred at the WTP in January 2022 that caused the entire City to be under a boil water notice. Projects funded by the TWDB are currently in place to make improvements at the WTP and to replace water lines within the distribution system.

H. Water Pressure

Water pressure is provided by the two (2) elevated tanks. For the most part, the existing system does not have significant pressure concerns. New developments on the town fringes should be evaluated for water pressure and flow requirements. In future budget planning, City should considered the development of a hydraulic model to analyze distribution system pressures and related impacts due to growth and system expansion.

I. Operation Procedures

The City should continue to operate the system in compliance with requirements of TCEQ. This suggests operators having at least "C" Certificates. In addition, operation and maintenance manuals should be followed and effective maintenance records should be maintained. Routine lubrication, electrical checks for hot spots, replacement of bearings and similar parts in accordance with manufacturer's recommendations are all required in order to obtain full equipment life expectancy.

The City adopted a drought contingency plan, as required by TCEQ. The drought contingency plan evaluates the system's ability to provide water under drought conditions. In the event that current drought conditions continue, the City should evaluate the system's capability to provide water under drought and other disaster-related conditions.

J. Emergency Power (generators)

In disaster situations such as fire, tornado, etc., emergency power should be provided at the WTP, booster pump stations, and wastewater lift stations in order to maintain operation of the system. The system does not currently have sufficient emergency generators installed in the system and should consider analyzing the appropriate sizing of equipment for future generator improvement projects. The City has submitted applications for funding through the TWDB to install emergency generators in the system.

K. Adequacy of the System to Meet Existing and Forecasted Needs

The water distribution currently meets regulatory requirements for current and forecasted water demands. The City continues to upgrade the water distribution system by replacing old, dilapidated water lines. Additional upgrades are planned for the WTP. While the City's EST's provide sufficient system pressure, a hydraulic model should be developed to analyze future growth and development, especially for areas on the fringes of the system.

L. Standards and Criteria:

Water storage facilities in a water system provide water for three principal purposes: (1) to meet hourly demands which are in excess of water supply facilities; (2) to meet the increase in demand created during fire event; and (3) to meet the system demands during short interruptions of water supply. The system is currently in compliance with the per service connection requirement of the TCEQ of 100 gallons per connection for elevated storage and 200 gallons per connection for total storage capacity. The TCEQ has set forth guidelines for the location, installation, and operation of water lines and all other water works utilities. These are the standards used for analysis of the water system and for recommended improvements in this plan.

M. Water Costs to Customers

Table 6.5: Water Rates

| Water (City | Inside City Limits | Outside City Limits |
|---|-----------------------|-----------------------|
| Residential: | | |
| 1 st 2,000 gallons (minimum) | \$42.72/2,000 gallons | \$65.43/2,000 gallons |
| Next 3,000 gallons | \$ 7.22/1,000 gallons | \$14.14/1,000 gallons |
| Next 5,000 gallons | \$ 7.68/1,000 gallons | \$15.04/1,000 gallons |
| Next 10,000 gallons | \$8.93/1,000 gallons | \$17.48/1,000 gallons |
| Over 10,000 gallons | \$10.24/1,000 gallons | \$20.06/1,000 gallons |
| Commercial and Apartments | | |
| 1 st 2,000 gallons (minimum) | \$53.19/4,000 gallons | \$86.37/4,000 gallons |
| Next 3,000 gallons | \$ 7.22/1,000 gallons | \$14.14/1,000 gallons |
| Next 5,000 gallons | \$ 7.68/1,000 gallons | \$15.14/1,000 gallons |
| Next 10,000 gallons | \$8.93/1,000 gallons | \$17.48/1,000 gallons |
| Over 20,000 gallons | \$10.24/1,000 gallons | \$20.06/1,000 gallons |

N. Water Costs to the City and Review of Current and Future Needs

Inflationary costs within the water industry have led to increased costs for material, equipment, treatment chemicals and other related water related costs. The City should carefully evaluate the overall cost of water treatment and delivery to identify appropriate ranges of water rates to adequately cover basic system costs. Sufficient revenue must be generated to exceed incurred costs and provide for repairs, maintenance and long-term capital improvements.

O. List and Rank of Problems Related to The System

1. Water lines replacement and fire hydrant installations needed
2. Rehabilitation of existing elevated and ground storage tanks
3. Water treatment plant upgrades
4. Galvanized and lead service line replacement
5. Emergency power

SECTION 6.3 PLAN

A. Goal Statement

The City owns a substantial utility system that covers almost eight (8) square miles. The goal is to continually make improvements to the reliability of the system and install upgrades to sections that have exceeded the intended service life. In doing so, the City will continue to provide water service to customers in accordance with regulatory requirements while reducing water loss and increasing efficiency.

Much of the distribution water lines consist of aged, dilapidated cast iron. To reduce water loss and improve reliability, the City will continue to replace these lines as funding becomes available. In addition, continued improvements at the WTP will be needed to replace outdated equipment and to stay compliant with regulations.

To fund the maintenance and operation of the system, the City uses a Water/Wastewater Fund, which is collected as part of the water bills. It is an enterprise fund and is often referred to as a "Utility Fund" for local governments. The City evaluates the Fund on a regular basis to ensure the revenue from associated fees for water and wastewater matches the needs of the community, covers the operation and maintenance costs of the system, and plans for upgrades to the system. In addition, the City routinely applies for grants and loans to fund projects. Project objectives currently identified for the planning period include:

- Objective 1: Replace water lines and upgrade WTP and intake structure.
Currently funded by TWDB
Probable Costs: \$3,600,000
(Timeline 2024-2025)
- Objective 2: Rehabilitate Storage Tanks
Funding likely thru USDA-RD / TWDB / TDA-CDBG
Probable Costs: \$1,200,000
(Timeline 2026-2028)
- Objective 3: Replace galvanized and lead service lines
Funding will be available from TWDB (51% grant / 49% zero-percent loan)
Probable Costs: \$8,000,000
(Timeline 2025-2035)
- Objective 4: Replace large diameter lines near EST
Funding likely thru USDA-RD or TWDB
Probable Costs: \$2,800,000
(Timeline 2028-2030)
- Objective 5: Continue to replace cast iron distribution lines
Funding likely thru USDA-RD / TWDB / TDA-CDBG
Probable Costs: \$7,500,000
(Timeline 2028-2035)

SOURCES OF FUNDING:

Possible funding sources for proposed improvements to the water system include:

- Texas Water Development Board (TWDB) – DWSRF Program
- Texas Department of Agriculture (TDA) – Community Development Block Grant Program (CDBG)
- EPA-Water Infrastructure Finance and Innovation Act (WIFIA) program
- USDA-Rural Development
- Loans from various banks
- Certificates of Obligation

**EXHIBIT A
EXISTING WATER SYSTEM**

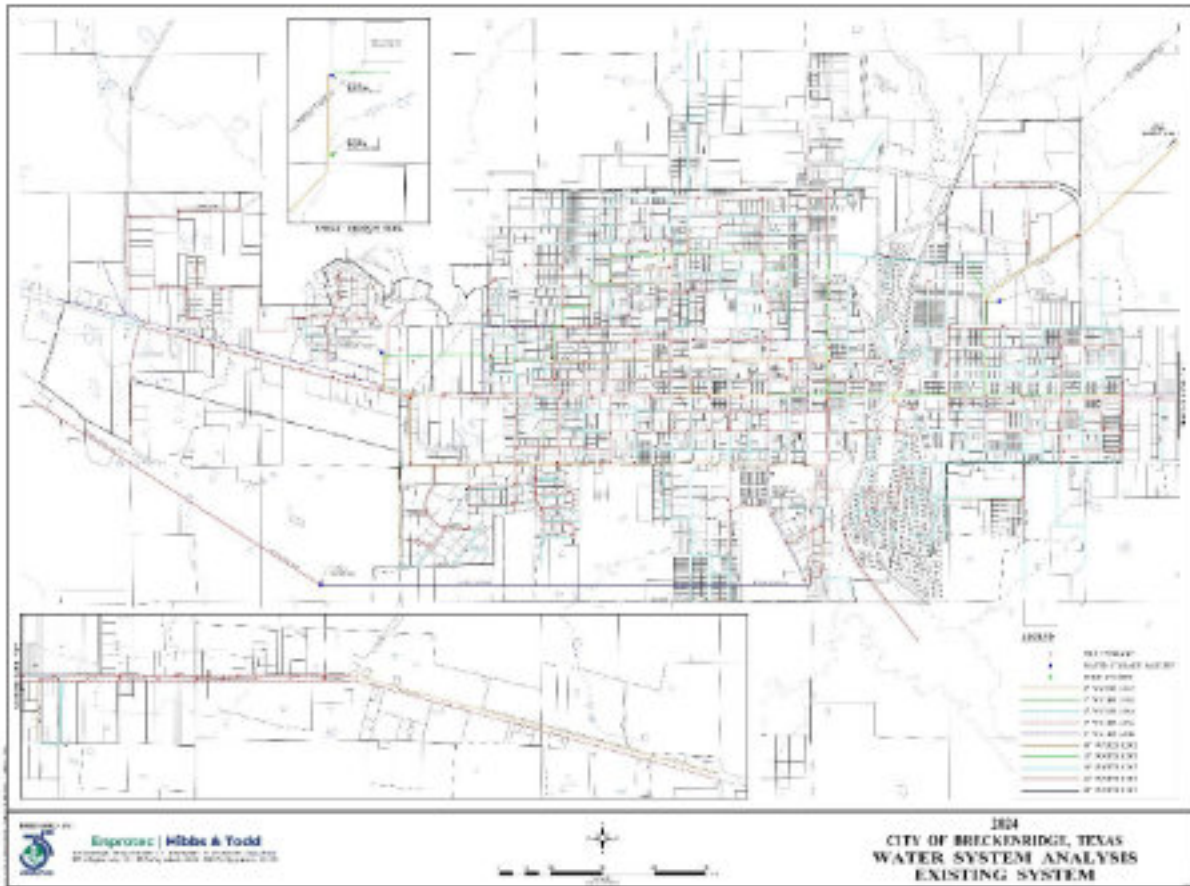
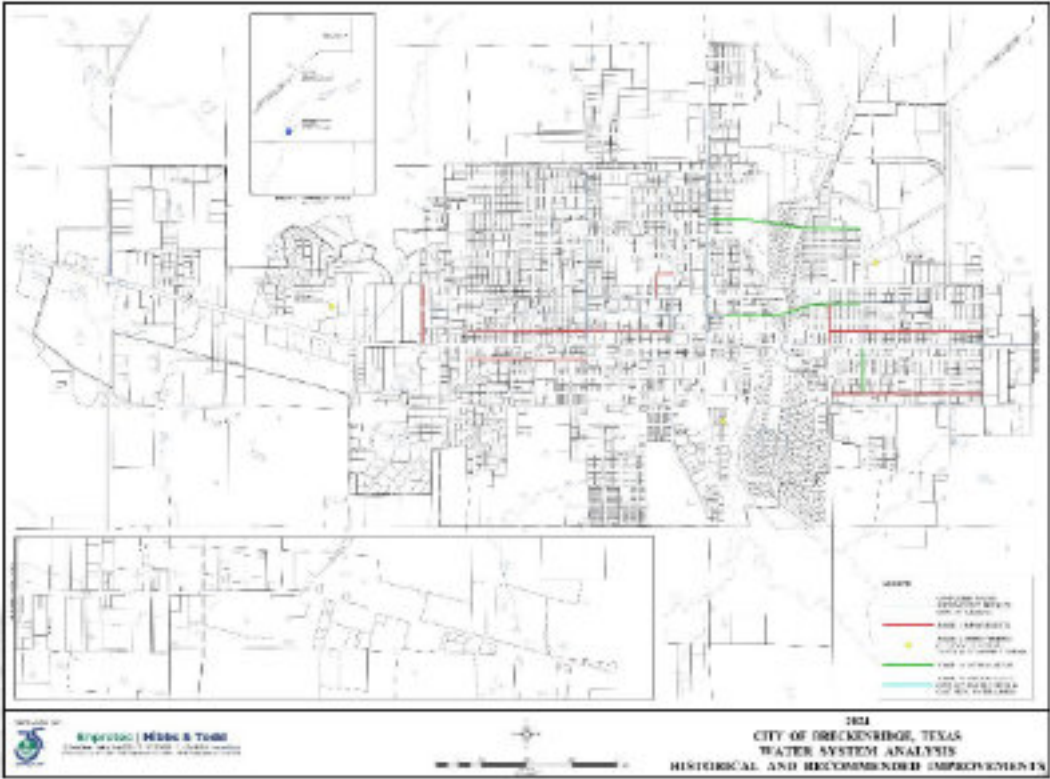


EXHIBIT B PROPOSED WATER SYSTEM IMPROVEMENTS



WASTEWATER SYSTEM

SECTION 7.1 INVENTORY

A. Prior Studies

The system was studied as part of the overall comprehensive plan, utilizing funding from the Texas Community Development Program. The studies included an inventory of the existing system, current mapping, an analysis of the system to meet current and future demands, and a wastewater plan complete with goals, objectives, and implementation strategies. Information from past TCEQ and TWDB reports were referenced where existing City data was not available.

B. Location Map

Exhibit “C” illustrates the City’s existing wastewater system, including the location of lines (sizes), lift stations, manholes and cleanouts.

C. Type of Treatment Facility and Operation Agreement

The City owns and operates the wastewater treatment plant (WWTP). The goal of this plan is to address the ability of the system to provide service, in the most cost-effective manner, throughout the planning period of 2023-2050, to areas both within the current corporate limits and the Extraterritorial Jurisdiction (ETJ).

D. Standards and Criteria

Standards and criteria used to determine wastewater system needs were taken from the Design Criteria for Sewage Systems (Chapter 217) as published by the TCEQ.

The following recommendations should be minimum standards for future upgrades of the collection system:

- Use of SDR 35 Polyvinyl Chloride (PVC) pipe to replace old lines.
- Manhole replacements/additions should be precast concrete or fiberglass and spacing of the manholes should be no more than 500 ft. All brick manholes should be replaced. Manholes in low lying areas should include water-tight lids to reduce/prevent stormwater inflow.
- Service lines to residences and businesses should be SDR 35 of minimum 4” diameter.
- All taps should be installed by City personnel or with the oversight of City personnel.

E. Additional Standards

All sewers should have sufficient slopes to maintain a velocity when flowing full of not less than two (2) feet per second. PVC sewer pipe is the most common material used for sanitary sewer systems today and most likely to be used throughout the planning period. All new construction shall utilize PVC pipe. Special provisions should be made for all collection lines located near low lying areas, creeks, and tributaries to reduce/prevent stormwater inflow.

Sanitary sewer force mains should maintain velocities in the range of two (2) to five (5) feet per second, include air relief valves and provisions to allow lines to be flushed. The City has standardized submersible, guide rail mounted pumps.

All commercial services should be connected to a manhole and be a minimum of six (6) inches in diameter. Single-family structures should be served with at least four (4) inch line and multi-family services should be a minimum of six (6) inches in diameter.

Sanitary sewer lift station sites should consider accessibility, potential nuisance aspects, and flooding. Stations should be located as remotely as possible from populated areas. All pumps should be of the non-clog design, be capable of passing 3-inch diameter spheres and have a minimum of 3-inch suction and discharge. The pump capacity should be capable of handling the peak flow (including stormwater inflow/infiltration flow) with the largest pump out of service. System curves should be developed to illustrate the performance of pumps operating alone or in combination. All lift stations should have existing electrical components evaluated for adequacy and compliance with current code requirements. New lift stations should have sufficient electrical redundancy and backup power to reduce outages.

Wastewater lines shall be designed for the projected population, plus an allowance for commercial and industrial users. Wastewater and water lines shall be installed no closer to each other than 9' between the outside diameters, per TCEQ Texas Administrative Code, Part I, Chapter 217.

Table 7.1 illustrates parameters generally accepted for the design of sewer systems.

**Table 7.1
Wastewater System Design Parameters**

| Source | Type of Use | Daily Wastewater Flow Gallons Per Person |
|------------------------|-------------------------|---|
| Municipality | Residential | 100 |
| Subdivision | Residential | 100 |
| Trailer Park Transient | 2 ½ Persons per Trailer | 50 |
| Mobile Home Park | 3 Persons per Trailer | 75 |
| School with Cafeteria | With Showers | 20 |
| | Without Showers | 15 |
| Recreational Parks | Overnight User | 30 |
| | Day User | 5 |
| Restaurant | Per Meal | 5 |
| Hospital | Per Bed | 200 |
| Nursing Home | Per Bed | 100 |

SECTION 7.2 ANALYSIS

A. Infiltration/Inflow

Infiltration is that part of the wastewater flow that comes from ground water and inflow is the part that comes from storm water runoff. This water enters the wastewater collection system by leakage through faulty pipe joints, manholes, cracked pipe and any connections that may not be watertight. All wastewater collection systems have some infiltration because it has not been found economically feasible to build and maintain a watertight sewer system, except in areas where the sewer mains are below the ground water table.

The existing collection system experiences infiltration problems throughout the City. The infiltration is most likely attributed to faulty collection lines, leaking yard lines, failing manholes, etc. During rainfall events, infiltration causes increased flow rates that taxes the entire system and the WWTP.

The majority of infiltration issues occur mainly in the older and low-lying areas of the City. These areas have older sewer pipes and faulty manholes. The pipes and manholes tend to collapse over time thus causing a break in the system where stormwater can infiltrate. It is also believed that some infiltration problems are the result of many smaller individual service lines to residences.

B. Industrial Waste and Special Treatment Facilities

This area of wastewater treatment is not applicable to the City’s system at this time.

C. Operational Procedures

Operational and maintenance procedures on the wastewater collection system are performed on an as-needed basis. All routine system maintenance work is performed by City personnel. TCEQ standards state that a municipality must begin planning for treatment plant expansion when 75% permitted flow is exceeded during three consecutive months. At 90%, the City must begin the financial planning and construction phase of treatment expansion. It is not likely that the City will reach the 75% threshold before the end of the planning period.

D. Unserved Areas

There are not currently any unserved areas within the city limits in need of wastewater service. As development occurs within city limits, it is recommended to incorporate these developments into the existing system following design standards established in Design Criteria for Sewage Systems (Chapter 217) as published by the TCEQ and local City ordinances.

E. Characteristics of the Soil and Terrain Affecting Collection and Treatment

Currently, there are three (3) existing lift stations installed within the City's collection system and one (1) lift station near the prison. While a majority of the City collection system relies on gravity collection, future growth areas on the City fringes may require a new lift station for service. With proper construction of proposed improvements, the soils do not pose specific problems to collection and treatment.

F. Disaster Preparedness

Because the wastewater system is largely underground infrastructure, there are relatively few serious disaster threats from destructive natural events such as tornadoes. Floods do pose some threat due to the proximity of some parts of the system to flood hazard areas, but this risk is mitigated in other areas of town due to the topographical features of the City. However, the WWTP and lift stations are not currently equipped with backup generators, making them susceptible to loss of function in the case of any disaster resulting in a power outage.

G. List and Rank of Problems Related to The System

1. Lift Station Rehabilitation – the prison lift station has recently been rehabilitated, but the other three (3) lift stations have not. Lift station improvements are proposed in the current TWDB – CWSRF project in 2024/2025.
2. Wastewater Collection Main Replacement – much of the system remains clay tile pipe and brick manholes, which are the main contributors to the increased I/I experienced by the system during rainfall events. Wastewater main replacement improvements are proposed in the current TWDB – CWSRF project in 2024/2025.

3. Wastewater Treatment Plant Improvements – the WWTP requires consistent replacement and upgrade of equipment and processes. WWTP improvements are proposed in the current TWDB – CWSRF project in 2024/2025.
4. Emergency Generator Improvements.

SECTION 7.3 PLAN

The goal of the City's wastewater system plan is to address aging infrastructure within the collection system, including manholes, collection lines and pump stations and to consistently make improvements to the WWTP in order to provide uninterrupted service and maintain compliance with regulatory requirements.

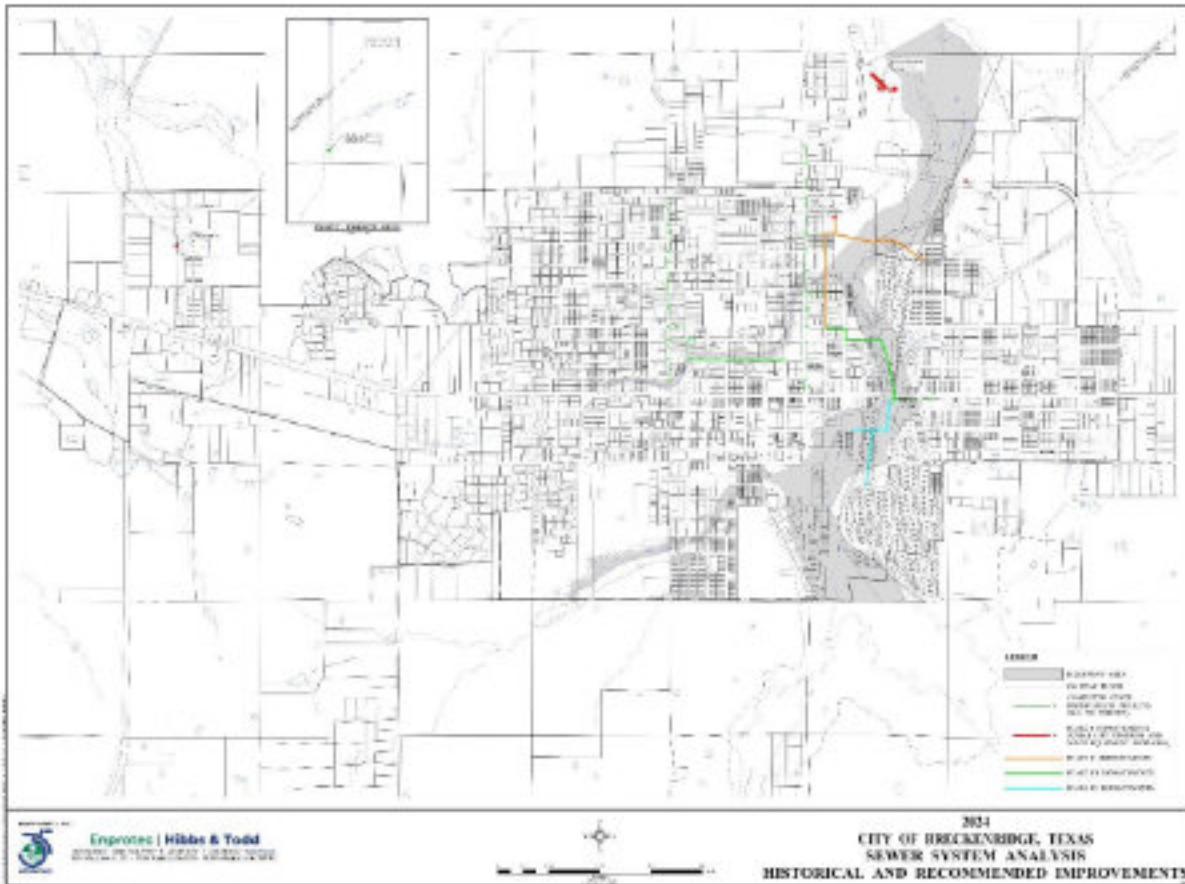
- Objective 1: Rehabilitate lift stations and install improvements at WWTP – Refer to Phase 1 on Exhibit “D”.
Currently funded by TWDB
Probable Costs: \$2,000,000
(Timeline 2024-2025)
- Objective 2: Replace wastewater collection lines – the location of these replacements are currently under design.
Currently funded by TWDB
Probable Costs: \$1,000,000
(Timeline 2024-2025)
- Objective 3: Replace wastewater collection lines – Refer to Phase 2 on Exhibit “D”.
Likely to funded thru a combination of TWDB / USDA-RD / TDA-CDBG
Probable Costs: \$4,000,000
(Timeline 2026-2028)
- Objective 4: Install improvements at WWTP.
Likely to funded thru TWDB or USDA-RD
Probable Costs: \$7,500,000
(Timeline 2029-2034)
- Objective 5: Replace wastewater collection lines – Refer to Phase 3 on Exhibit “D”.
Likely to funded thru TWDB or USDA-RD
Probable Costs: \$3,500,000
(Timeline 2030-2035)
- Objective 6: Replace wastewater collection lines – Refer to Phase 4 on Exhibit “D”.
Likely to funded thru TWDB or USDA-RD
Probable Costs: \$3,000,000
(Timeline 2035-2040)

SOURCES OF FUNDING:

Possible funding sources for proposed improvements to the water system include:

- Texas Water Development Board (TWDB) – CWSRF Program
- Texas Department of Agriculture (TDA) – Community Development Block Grant Program (CDBG)
- USDA-Rural Development
- Loans from various banks
- Certificates of Obligation

EXHIBIT D PROPOSED WASTEWATER SYSTEM IMPROVEMENTS



DRAINAGE SYSTEM

SECTION 8.1 INVENTORY

A. Introduction

Historical drainage evaluation reports could not be located nor inventories of the existing City drainage system, so a field survey was conducted to locate and identify existing drainage elements. The survey identified storm inlets, culverts and natural drainage courses. The primary drainage facilities consist of surface drainage structures including streets, open channels and ditches. Several culverts exist throughout the area at street crossings and low water crossings. There are also several storm drains installed in the drainage system that are intended to channel stormwater away from roadway and into drainage channels.

Exhibit A, Drainage System Inventory, shows the layout of the storm drainage system and the FEMA 100-year flood hazard map prepared by the National Flood Insurance Program. The map also indicates the storm drains and culverts in need of maintenance.

The City has experienced multiple flooding events over the last thirty (30) to forty (40) years. Newspaper articles mention specific events in 1981, 2016 and 2021. Each time, equipment at the City's WTP and WWTP were damaged due to flood waters. Numerous houses and infrastructure were impacted in both events, especially those located near Walker Branch and Gunsolus Creek.

For smaller storm events, the primary stormwater conveyance is through streets, either within curb and gutter sections or bar-ditches. There are numerous existing culverts located around the City that are identified in the inventory. Many of those culverts have silted in over time and are in need of maintenance. Also, there are storm inlets located in various locations, primarily in the downtown area and in areas close to the various creeks. In 2019, the City completed the Parks Street project that included a significant amount of underground storm sewer that drained intersections near the high school with the outfall located near Live Oak Street and Dyer Street. In addition, TXDOT has installed multiple sections of storm sewer on US180 and US183, near the City's downtown area.

B. Relevant Climatologic Data

The City gets approximately 26 inches of rain per year. The U.S. average is 38. The City averages 2 inches of snowfall per year. The average U.S. city gets 28 inches of snow per year. On average, there are 248 sunny days per year for the City. The typical July high is around 96 degrees and the January low is 29 degrees.

C. Previous Studies

Prior studies on the City's drainage system could not be located. The only known study conducted on the storm drainage system was prepared by the Federal Emergency Management Agency (FEMA) survey, as part of the National Flood Insurance Program. The effective date of the City FEMA map is January 2, 1991. The mapped area within the City limits include the following:

- Zone A (no base flood elevation determined)
- Zone AE (base flood elevations determined)
- Zone X (areas to be determined outside of the 500-year floodplain)

Generally, people with homes in special flood hazard areas are required to purchase flood insurance as a condition of financial assistance. The floodplain encompasses approximately 5-10% of the land area within the City.

D. Project Area Survey

The project area survey, illustrated on Exhibit "A", shows the location of the 100-year flood plain, drainage ways, culverts, and storm inlets. Gunsolus Creek flows through the City from south to north on the east side of US 183. The Walker Branch flows from west to east on the north side of US180. The two streams converge in the northeast quadrant of the City.

E. Existing Drainage Facilities

The City of Breckenridge is primarily drained by a street system which has open-ditch roadway cross sections. Storm sewers are mostly located in the downtown area and surrounding blocks, as well as along the state highways within the city. There are many concrete and metal culverts under roadways throughout the city where significant amounts of runoff would be expected. These facilities are illustrated on Exhibit "A".

SECTION 8.2 LOCAL STANDARDS

The City's Code of Ordinances are listed on the Municode.com website. The codes outline requirements for development and provisions required for storm water management. Stormwater drainage provisions apply during the plat review and approval process, subdivision design plans, drainage easements and design of drainage facilities. As referenced in the codes, proposed design improvements must be submitted to the City Engineer for review and submitted to the appropriate City department for approval. The City Manager or their appointee serves as the floodplain administrator to administer and implement the provisions of 44 CFR (national flood insurance program regulations) pertaining to flood plain management.

Pertinent City codes related to floodplain management are provided by the following:

- Chapter 5 – Building & Structures: Article V – Flood Damage Prevention
- Chapter 18 – Subdivisions

SECTION 8.3 ANALYSIS

A. List and ranking of existing drainage system problems areas

1. Maintenance of creek channels (routine clearing of brush, silt, etc.).
2. Repair damaged culverts and remove silt.
3. Restore roadside ditches to proper slope, depth, and configuration.
4. Implement annual maintenance plan for roadside ditches and drainage channels.
5. Remove grass and silt from curb and gutter sections.
6. Identify any lacking drainage easements necessary to implement maintenance activities.

B. Historical Drainage Problem Areas

Problematic flooding has historically occurred during major events in areas along the creek channels through the City.



Photo 1: Flooding on US180 East near City Park (KTXS News Photo)



Photo 2: Flooding on US183 North near Walker Branch (KTXS News Photo)



Photo 3: Flooding on Hullum Street East of US183 near Gunsolus Creek (KTXS News Photo)

C. Policy-Related Improvements

Mitigation techniques include restrictions for development, retention ponds, detention ponds, and voluntary property buyout programs. The City is doing well to steer land intensive development away from flood prone areas and to mitigate additional stormwater runoff by implementing development standards.

SECTION 8.4 STORM DRAINAGE PLAN

The goal of the City Storm Drainage System Plan is to effectively convey runoff in a manner that prevents flooding and damage to property.

- Objective 1: Phase I – Storm Drainage Improvements
(Clean culverts and storm inlets / Grade roadside ditches)
Probable Costs: \$50,000
(Timeline: 2024-2026 initial / on-going maintenance plan)
- Objective 2: Phase II – Storm Drainage Improvements
(Remove silt and vegetation from curb and gutter sections)
Probable Costs: \$50,000
(Timeline: 2024-2026 initial / on-going maintenance plan)
- Objective 3: Phase III – Storm Drainage Improvements
(Perform maintenance on creek sections through the City – Walker Branch)
Probable Costs: \$100,000
(Timeline: 2026-2028)
- Objective 4: Phase IV – Storm Drainage Improvements
(Perform maintenance on creek sections through the City – Gunsolus Creek)
Probable Costs: \$100,000
(Timeline: 2028-2030)
- Objective 5: Phase 5 – Develop a storm drainage maintenance program
(Plan to include routine ditch grading, silt removal, vegetation removal, etc. Plan should include frequency of maintenance activities and annual cost estimate)
Probable Costs: Internal Activity
(Timeline: 2025-2026)

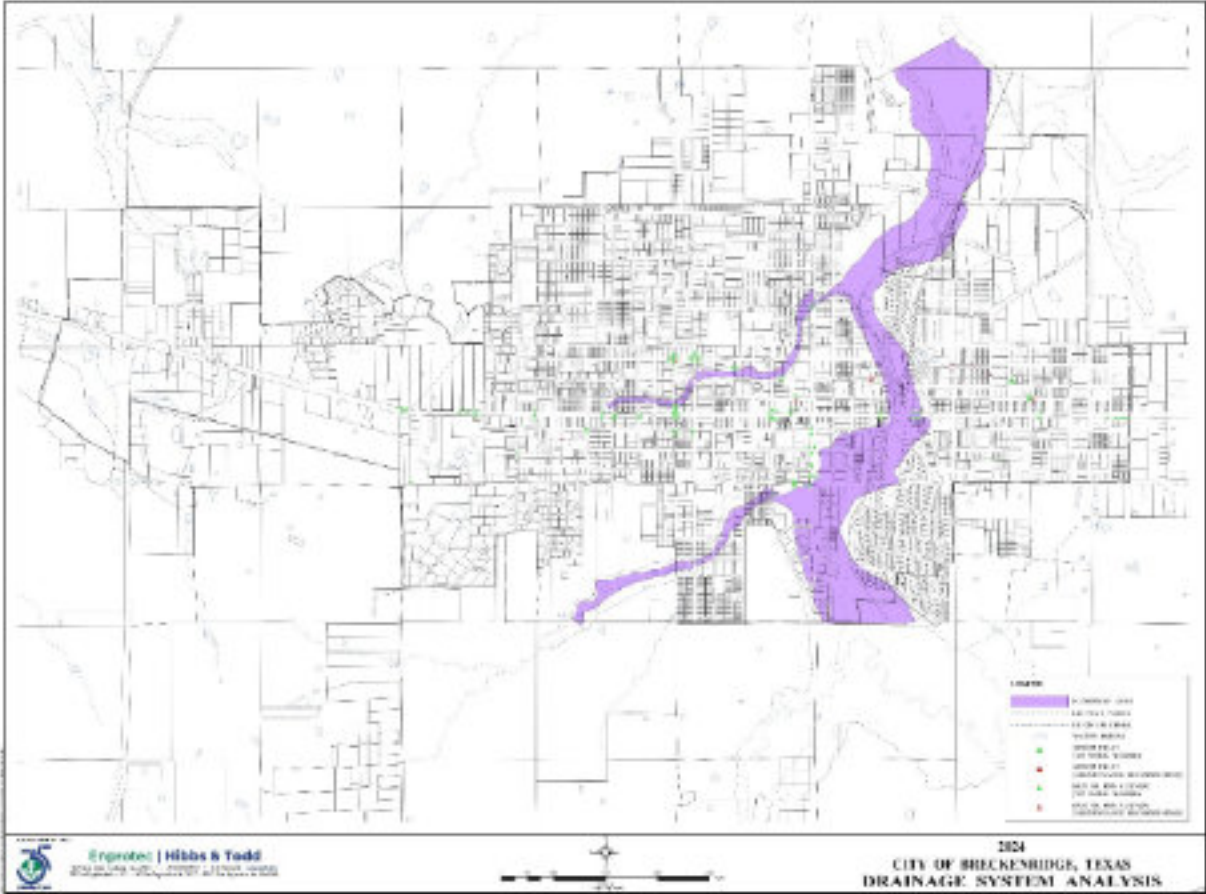
SOURCES OF FUNDING

Many of the identified improvements are maintenance related activities. While the improvements may be eligible in part by an outside funding source, the City will likely need to allocate budget funds to address the improvements over time. Opportunities for funding may be available through the following sources:

- A. Texas Department of Agriculture (TDA)
- B. TXDOT (maintenance near structures along US180 and US183)
- C. City general fund revenues
- D. Certificates of Obligations and/or Bond Issuances
- E. FEMA – Flood Mitigation Assistance Program
- F. TWDB – Flood Infrastructure Fund (FIF)
- G. Texas General Land Office (GLO)
- H. Texas Division of Emergency Management

EXHIBIT A DRAINAGE SYSTEM ANALYSIS

(REFER TO FULL SIZE MAP FOR ADDITIONAL DETAIL)



**EXHIBIT I
PROPOSED DRAINAGE SYSTEM IMPROVEMENTS**

PLEASE SEE THE FULL SIZE MAP EXHIBIT. A REDUCED MAP EXHIBIT WILL BE PLACED HERE IN THE FINAL DRAFT OF THIS DOCUMENT.

An aerial photograph of a recreation facility, overlaid with a semi-transparent green filter. The facility includes a large rectangular swimming pool with a smaller circular pool area, several pavilions with gabled roofs, and a large parking lot. The surrounding area is lush with green trees and grass. The text 'RECREATION & OPEN SPACE' is prominently displayed in white, bold, sans-serif font, underlined, across the lower portion of the image.

RECREATION & OPEN SPACE

INTRODUCTION

Breckenridge, the county seat of Stephens County, is located at the intersection of U.S. highways 180 and 183, four miles east of Hubbard Creek Reservoir in west central Stephens County. The City originated about 1854 as Picketville, named either for the post and clay structure of the early homes or for early rancher Bill Picket. When the county was organized in 1876, the town was made county seat and renamed Breckenridge after John C. Breckinridge, United States senator from Kentucky and vice president, although the spelling of the name was altered.

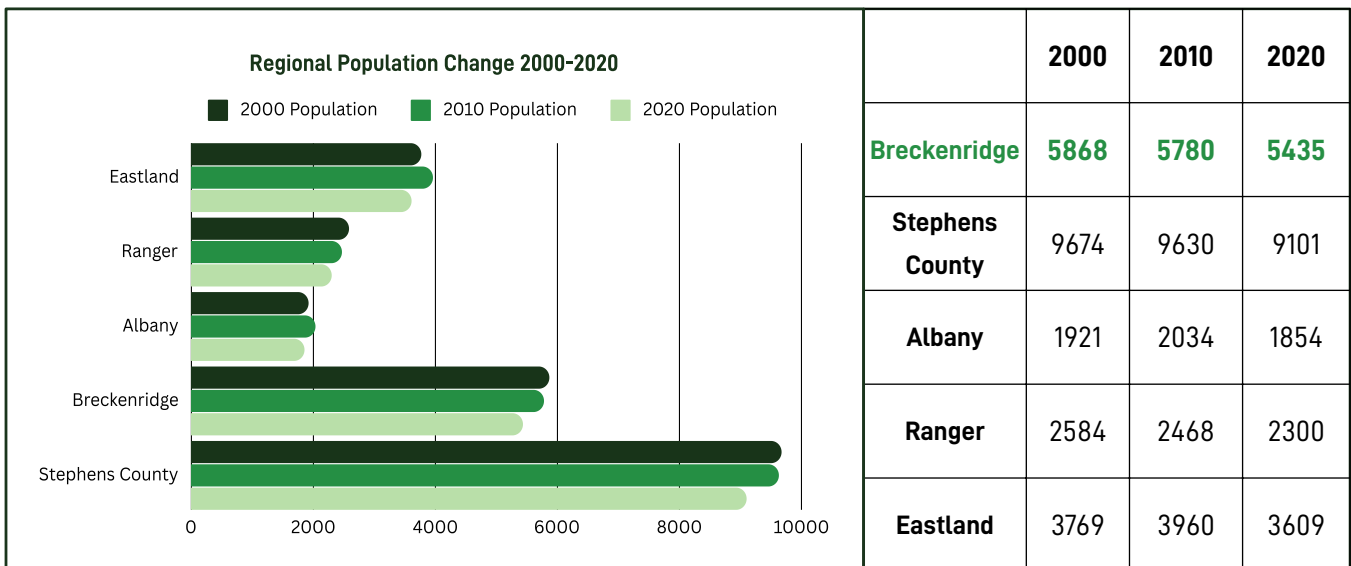
Breckenridge served as the court and local trading center for several quiet decades until 1916–17, when oil discoveries at Ranger occurred. Drilling started at the Breckenridge field in 1918, but the boom did not really get underway until 1920, when the town saw the arrival of thousands of workers and speculators. From a population estimated at 1,500 in January 1920 the town grew to 30,000 within a year. By July the

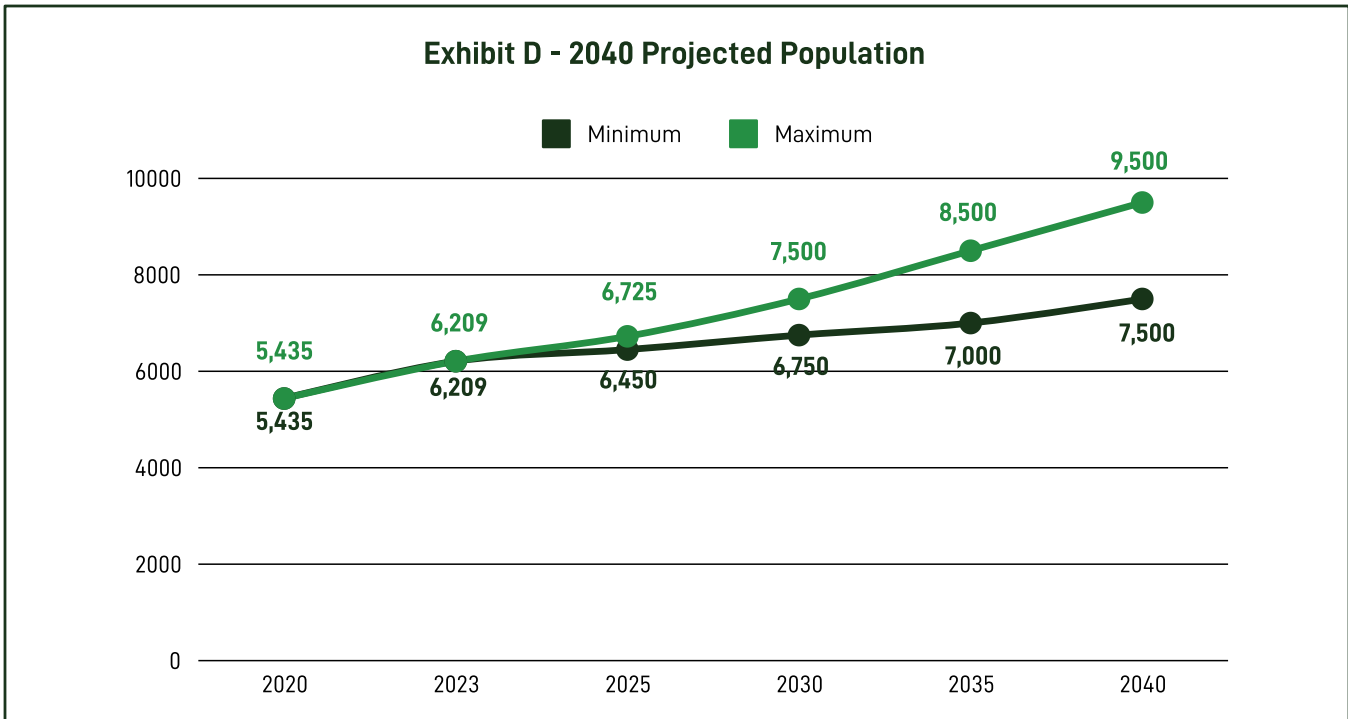
town acquired its first railroad, the Wichita Falls, Ranger and Fort Worth, which was soon joined by the Cisco and Northeastern. After three exciting years, oil production slowed, and the town lost much of its population, although it held its place as a commercial and oil production center. In the 1980s Breckenridge was still a center for petroleum-related industries and was a retail and shipping center for the county. The City is the home of the Swenson Memorial Museum and the Breckenridge Aviation Museum. Just northwest of the city is Hubbard Creek Reservoir, Lake Daniel is to the south, and Possum Kingdom Lake is to the east in Palo Pinto County.¹

As mentioned in the population study, Breckenridge had a population of 5,868 in 2000, 5,780 in 2010, and 5,435 in 2020. Current estimates show the City with 6,209 persons. It is likely that the City will start to see population increases during the planning period, due to growth in the region and State.

¹ Texas State Historical Association-The Handbook of Texas Online

CENSUS DATA & POPULATION





REGIONAL RECREATION & OPEN SPACE

The City of Breckenridge stands as a gateway to a plethora of recreational adventures waiting to be explored. Surrounded by picturesque landscapes, the area boasts a myriad of outdoor opportunities, enticing both locals and visitors alike. With its proximity to sprawling state parks such as Possum Kingdom State Park and the soon to open Palo Pinto Mountains State Park, outdoor enthusiasts can immerse themselves in the beauty of nature through activities like hiking, camping, and bird watching. Moreover, recreational opportunities extend to its neighboring lakes, including Lake Daniel, Hubbard Creek Reservoir, and Possum Kingdom Lake, where fishing, boating, and water sports reign supreme.

Possum Kingdom State Park is a publicly-owned State of Texas facility, located approximately 35 miles northeast of the City of Breckenridge. The Park is home to many different activities. On water, you can

swim, boat, fish, ski, scuba dive and snorkel. On land, you can camp, picnic, hike, bike, geocache.



Possum Kingdom State Park - Cody Franklin (Unsplash Photos)

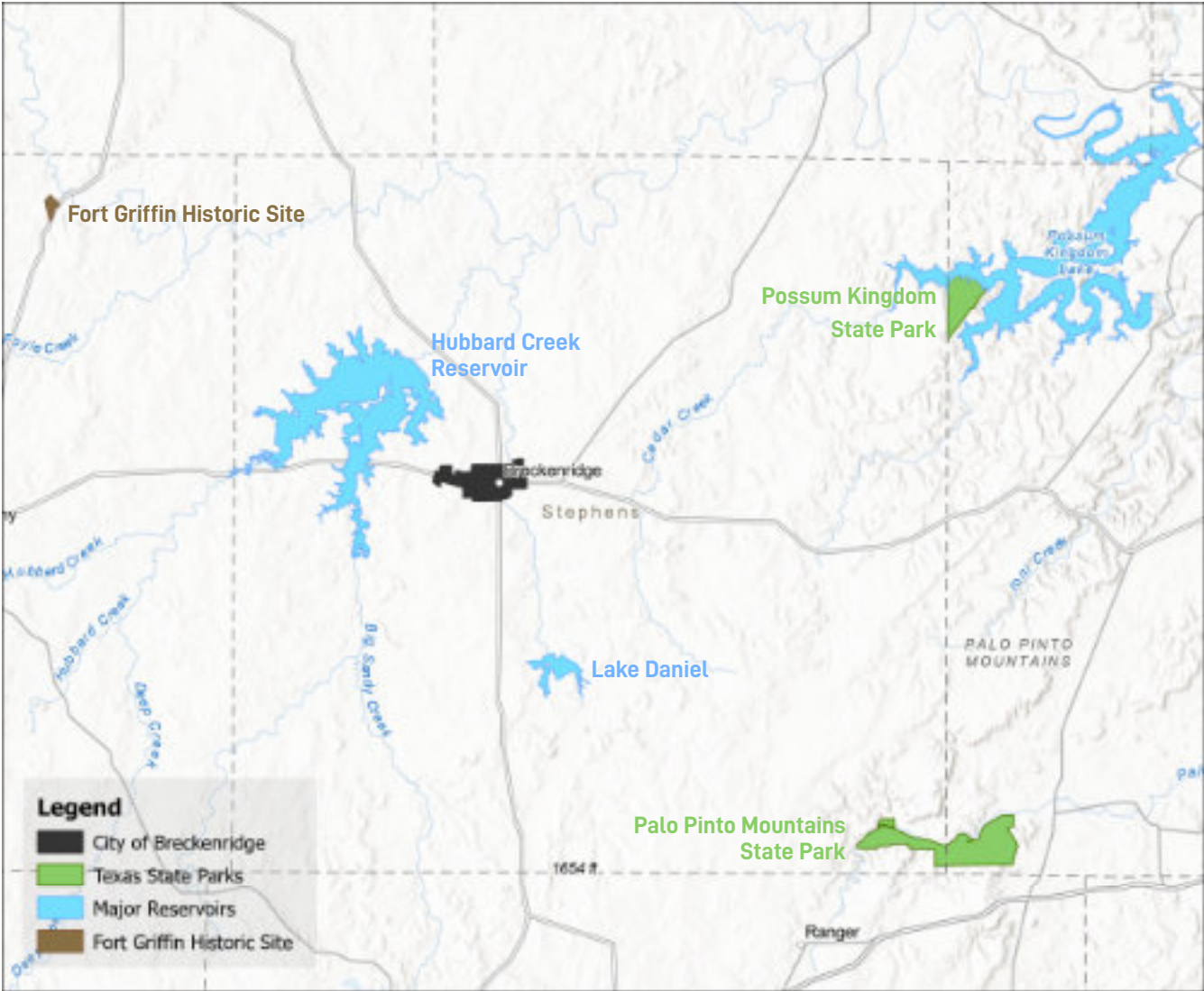
Palo Pinto Mountains State Park is a publicly-owned State of Texas facility, located approximately 45 miles southeast of the City of Breckenridge. While the park is not yet open, plans for the park include an extensive network of multi-use trails, water activities on Tucker Lake, and a multitude of RV, tent, and primitive camping opportunities.

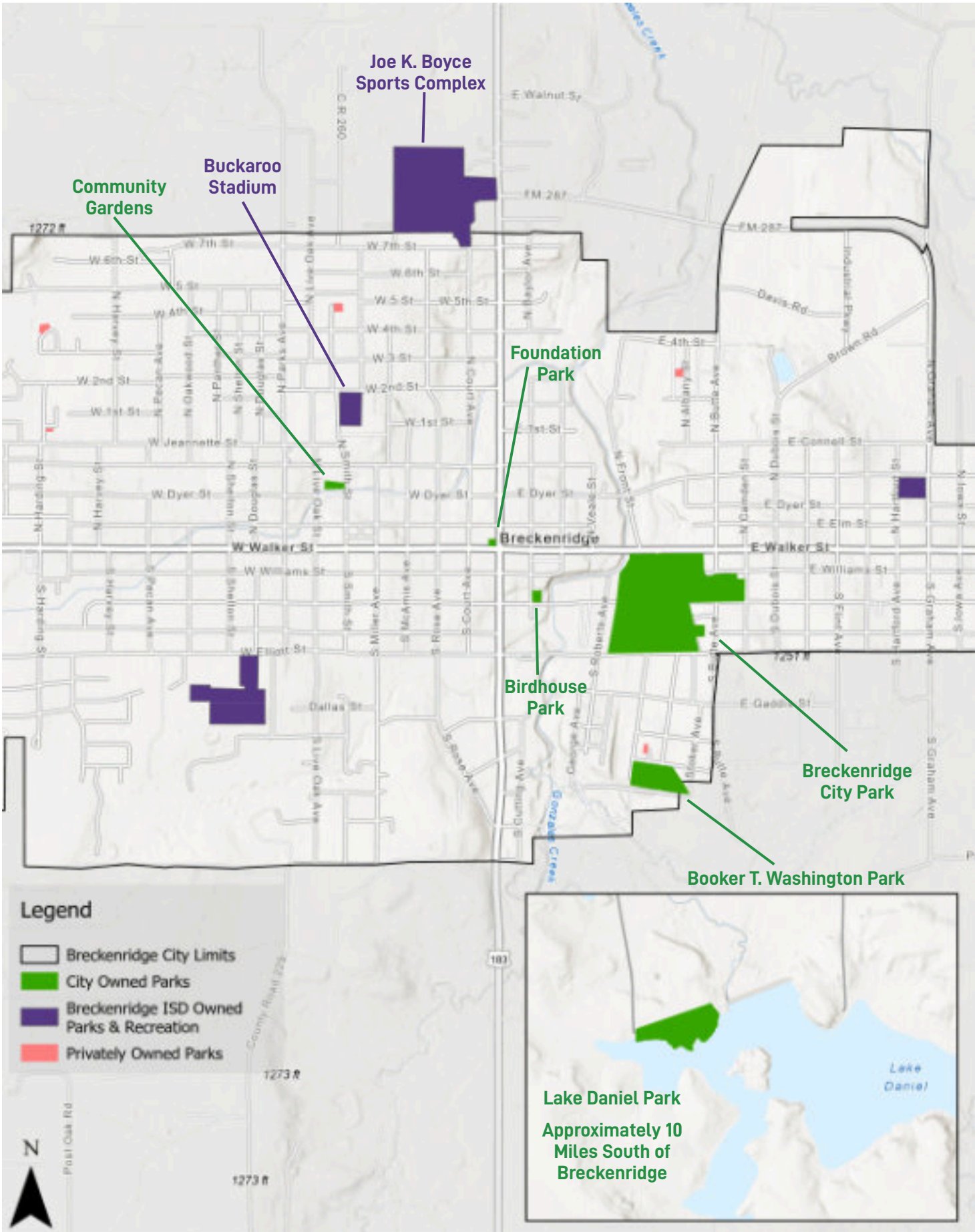
Hubbard Creek Reservoir is a publicly-owned State of Texas facility located approximately 5 miles west of the City of Breckenridge and is known for great fishing opportunities. When the reservoir is full, it is known for excellent white crappie and white bass fishing in Hubbard and Sandy Creeks in late fall and winter. It is also a popular lake for largemouth bass.

Lake Daniel is an approximately 950 acre reservoir that the City of Breckenridge has controlling authority over. Lake Daniel offers a variety of fishing cover including black willow trees, button brush, lily pads, floating-leaf pondweed, and rocky structure.

Angling opportunities are considered good for largemouth bass, catfish, and white crappie.

Fort Griffin State Historic Site is a publicly-owned State of Texas facility located approximately 25 miles northwest of the City of Breckenridge. Fort Griffin served as one in a line of western defensive forts from 1867 to 1881. Remnants of the fort remain today at Fort Griffin State Historic Site, which is also home to the Official State of Texas Longhorn Herd and offers camping, hiking, stargazing, and living history. Fort Griffin is a State Archaeological Landmark and listed in the National Register of Historic Places.

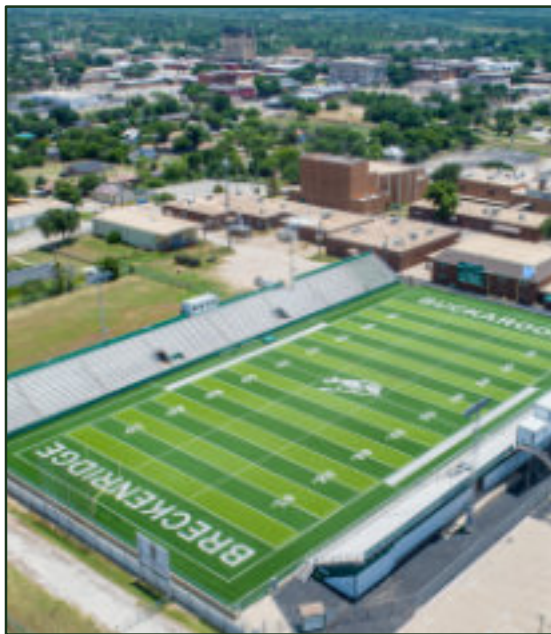




EXISTING RECREATION & OPEN SPACE

City of Breckenridge Existing Parks and Recreational Facilities

| | Swimming Pool | Playground Equipment | Swing Set | Slide | Disc Golf Course | Skate Park | Walking Trail | Exercise Stations | Basketball Goals | Baseball Field | Metal Playground Equipment | Soccer Fields | Large Pavilion | Small Pavilion | Picnic Tables | Park Benches | Trashcans | BBQ Grills | Restrooms | Fountain | Turf Area | Garden Beds | Community Gathering Area | Art Mural | Primitive Camping | Boat Ramp | Birdhouses/Bird Watching |
|---------------------------|---------------|----------------------|-----------|-------|------------------|------------|---------------|-------------------|------------------|----------------|----------------------------|---------------|----------------|----------------|---------------|--------------|-----------|------------|-----------|----------|-----------|-------------|--------------------------|-----------|-------------------|-----------|--------------------------|
| Breckenridge City Park | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | ● | | | | | ● | | | | |
| Booker T. Washington Park | | | ● | ● | | | | | ● | ● | ● | | | ● | ● | ● | ● | | | | | | ● | | | | |
| Birdhouse Park | | | | | | | | | | | | | | | | ● | | | | | | | ● | | | | ● |
| Foundation Park | | | | | | | | | | | | | | | | ● | | | | ● | ● | | ● | ● | | | |
| Community Garden | | | | | | | | | | | | | | | | | | | | | | ● | ● | | | | |
| Lake Daniel Park | | | | | | | | | | | | | | | | | | | | | | | | | ● | ● | ● |



Breckenridge ISD Existing Parks and Recreation Facilities

| | Football Stadium | Football Field/Track | Baseball Fields | Softball Fields | Batting Cages | Basketball Goals | Soccer Field | Tennis Courts | Playground Equipment | Swing Set | Monkey Bars | Slide | Jungle Gym | Covered Benches | Picnic Tables | Restrooms | Concession Stand | BBQ Grill |
|---------------------------------------|------------------|----------------------|-----------------|-----------------|---------------|------------------|--------------|---------------|----------------------|-----------|-------------|-------|------------|-----------------|---------------|-----------|------------------|-----------|
| Buckaroo Stadium | ● | | | | | | | | | | | | | | | | | |
| Joe K. Boyce Sports Complex | | | ● | ● | ● | | | | | | | | | | ● | ● | ● | ● |
| North Elementary School Park (Closed) | | | | | | ● | | | ● | ● | ● | ● | ● | | | | | |
| South Elementary School | | ● | | | | ● | ● | ● | ● | ● | ● | ● | ● | | ● | | | |
| East Elementary School | | | | | | | | ● | ● | ● | | | ● | ● | ● | | | |

Privately Owned Parks and Recreation Facilities

| | Basketball Goals | Swing Set | Monkey Bars | Pull Up Bars | Balance Beam | Wooden Playground | Park Benches | Picnic Tables | Trashcans | BBQ Grills |
|---------------------------------|------------------|-----------|-------------|--------------|--------------|-------------------|--------------|---------------|-----------|------------|
| Breckenridge Apartments Park | ● | | | | | | | | | |
| North Albany Avenue Park | ● | ● | ● | ● | ● | | ● | | | |
| East Power Street Park | ● | ● | ● | ● | ● | | | | | |
| Mountain Heights Apartment Park | ● | ● | | | | ● | ● | | | |
| North Payne Park | ● | ● | ● | ● | ● | | ● | ● | ● | ● |

RECREATION & OPEN SPACE ANALYSIS

Level of Service Standards and Criteria

The level of service standards for this plan were determined based on standards set by the City of Breckenridge. These were adapted from standards set forth by the National Recreation and Park Association (NRPA). The City of Breckenridge has blended these two approaches in the development of these standards.

Needs Assessment and Identification

The City received public input through public meetings. A Community Event was held on February 27, 2023 and an online survey (survey monkey) was conducted from March 2, 2023 through March 19, 2023. The needs assessment for this particular plan was based on comments from the meeting and survey, accepted standards and the resources currently available to the city. The approaches used by the city are accepted by the Texas Parks and Wildlife Department as legitimate needs assessment techniques. The resources available to the city include municipal parks, sports fields, and natural resource areas.



Park Classification

The City of Breckenridge utilized the following Park Classification System to assist in the needs assessment.

| Type | Description |
|------------------------------|---|
| Mini - Park | Addresses limited, isolated or unique recreational needs. May be either active or passive but speak to a specific need rather than a population density. |
| Neighborhood Park | The foundation of any park system because it is closest to the users. The park should be centrally located, served by residential, or collector streets, but the primary access should be pedestrian in nature. |
| Community Park | Larger than neighborhood parks and serve several neighborhoods. May include areas for intense recreation activity, such as competitive sports. Should also be areas for passive recreation, such as walking. |
| Sports Complex | Consolidates heavily programmed athletic fields and associated facilities to larger and fewer sites located throughout the community. |
| Special Use Area | Specialized or single use facilities |
| Greenway/Linear Parks | Can be built along creek corridors, easements, public rights-of-way and floodplains to effectively tie all of the parks together to form a system. |
| Natural Resource Area | Environmentally sensitive lands set aside for the preservation significant natural resources, and open space. |

Source: -National Recreation and Park Association (NRPA) standards

Existing Park Facilities



Neighborhood Parks: The City has several neighborhood parks. These parks are typically utilized on a daily basis and improvements to these parks are considered a high priority. One of the City's long-range goals will be to establish neighborhood parks in all of the City's new subdivisions

Sports Complex: The City has one (1) sports complex in the park system. Joe K. Boyce Park is owned and operated by the Breckenridge ISD. The facilities include baseball and softball fields, batting cages, running, concession stand, bleachers, picnic benches, grill and restrooms.



Community Parks: The City of Breckenridge has one (1) Community Park within the park system. The size of these parks typically ranges from 5-5 acres. It is not likely that the City will build another park this size in the City of Breckenridge during the planning period.

Natural Resource Areas: The City has one natural resource area, Lake Daniel. Natural resource areas are defined as areas that protect natural habitats, promote conservation ideas, provide access to natural resources such as waterways, and provide pedestrian linkages to other community resources.

Level of Service

Current Level of Service - 2023 Population

| Park Type | Standard | Current Level | Deficit/Surplus |
|--------------------|------------------------|--------------------------|-----------------|
| Neighborhood Parks | 2.0 acres/1,000 people | 1.15 acres/1,000 people | -0.85 acres |
| Community Parks | 8.0 acres/1,000 people | 5.25 acres/1,000 people | -2.75 acres |
| Parks System | 12 acres/1,000 people | 10.30 acres/1,000 people | -1.75 acres |
| Trails | 1 mile/2,000 people | 0.85 miles/2,000 people | -0.15 miles |

Source: 2023 Field Survey, Public Management, Inc.

Future Level of Service - 2040 Population Projection

| Park Type | Standard | Current Level | Deficit/Surplus |
|--------------------|------------------------|-------------------------|-----------------|
| Neighborhood Parks | 2.0 acres/1,000 people | 0.55 acres/1,000 people | -1.45 acres |
| Community Parks | 8.0 acres/1,000 people | 3.45 acres/1,000 people | -4.55 acres |
| Parks System | 12 acres/1,000 people | 6.75 acres/1,000 people | -5.25 acres |
| Trails | 1 mile/2,000 people | 0.10 miles/2,000 people | -0.9 miles |

Source: City of Breckenridge TxCDBG Planning Study CPC21-0522, Exhibit D

Future Level of Service - 2040 Population Projection

| Amenity | Number | LOS (Current Pop.) | Target LOS | Current Need | Future Need (2040) |
|--------------------------|------------|--------------------|--------------|--------------|--------------------|
| Baseball Fields | 4 | 1 per 1,500 | 1 per 1,500 | 0 | 0 |
| Softball Fields | 4 | 1 per 1,500 | 1 per 1,500 | 0 | 0 |
| Soccer Fields | 4 | 1 per 1,500 | 1 per 3,000 | 0 | 0 |
| Trails | 0.85 miles | 1 per 7,000 | 1 per 2,000 | 2.5 miles | 4.25 miles |
| Indoor Rec. Center | 0 | NA | 1 per 20,000 | 0 | 1 |
| Outdoor Basketball Goals | 14 | 1 per 200 | 1 per 3,000 | 0 | 0 |

Source: City of Breckenridge TxCDBG Planning Study CPC21-0522, Exhibit D

RECREATION & OPEN SPACE GOALS & OBJECTIVES

The city intends to meet its parks, recreation and open space goals and objectives through budgetary responsiveness to this plan and the active search for additional funding options, such as grants. The following prioritizes the needs previously delineated with a specific plan of action and timetable. The priorities were determined based on the city's documented needs assessment.



Priority #1

Implement improvements to Breckenridge City Park

- Install new splash pad
- Replace outdated equipment
- Upgrade landscaping

Timetable: 2024 - 2027

Estimated Costs: \$800,000

Financial Resources: City funds, private donations, TPWD Non-Urban Outdoor Grant



Priority #2

Implement improvements to Lake Daniel Park

- Install two boat docks
- Construct Restrooms
- Construct RV spots with water/electric hook-ups
- Install playground

Timetable: 2025 - 2030

Estimated Costs: \$1,500,000

Financial Resources: City funds, private donations, TPWD Non-Urban Outdoor Grant.



Priority #3

Implement improvements to Booker T. Washington Park

- Replace outdated equipment
- Add small walking trail
- Add/replace park benches and picnic tables

Timetable: 2025 - 2028

Estimated Costs: \$250,000

Financial Resources: City funds, private donations, TPWD Small Communities Grant.



Priority #4

Implement improvements to Community Gardens Park

- Replace garden beds
- Install new gravel drive and walking paths
- Install greenhouse(s) for additional gardening opportunities

Timetable: 2026 - 2030

Estimated Costs: \$150,000

Financial Resources: City funds, private donations, gardening club volunteer labor.



Priority #5

Establish Neighborhood Parks in New Subdivisions

- Establish neighborhood parks in all new subdivisions through enforcement of the City's subdivision regulations.

Timetable: 2025 - 2040

Estimated Costs: \$100,000/park

Financial Resources: City funds, private donations, TPWD Small Communities Grant, development agreements.



Priority #6

Designate Natural Areas for Use as Nature Parks & Green Belts

- Designate natural areas for use as nature parks, plant and wildlife conservation areas, and greenbelts throughout the City.

Timetable: 2025 - 2040

Estimated Costs: \$100,000/site

Financial Resources: Land donations from Private Citizens, TPWD grant programs.

RECREATION & OPEN SPACE PLAN



Goal 1: Implement improvements to Breckenridge City Park

Time period for meeting goal: 2024 - 2027

Objectives

- 1. Install new splash pad
- 2. Replace outdated equipment
- 3. Upgrade landscaping

Consider application in 2024 to the Texas Recreation Parks Account Outdoor Grant Program, from the Texas Parks and Wildlife Department. This program provides matching funds in the amount of 50% of the project.

Goal 3: Implement improvements to Booker T. Washington Park

Time period for meeting goal: 2025 - 2028

Objectives

- 1. Add covered bleachers to baseball field
- 2. Replace outdated equipment
- 3. Add small walking trail
- 4. Add/replace park benches and picnic tables

Goal 5: Establish neighborhood parks in all new subdivisions through enforcement of the City's subdivision ordinance.

Time period for meeting goal: 2025 - 2040

Goal 2: Implement improvements to Lake Daniel Park

Time period for meeting goal: 2025 - 2030

Objectives

- 1. Install two boat docks
- 2. Construct restrooms
- 3. Construct RV spots with water/electric hook-ups
- 4. Install playground

Goal 4: Implement improvements to Community Garden Park

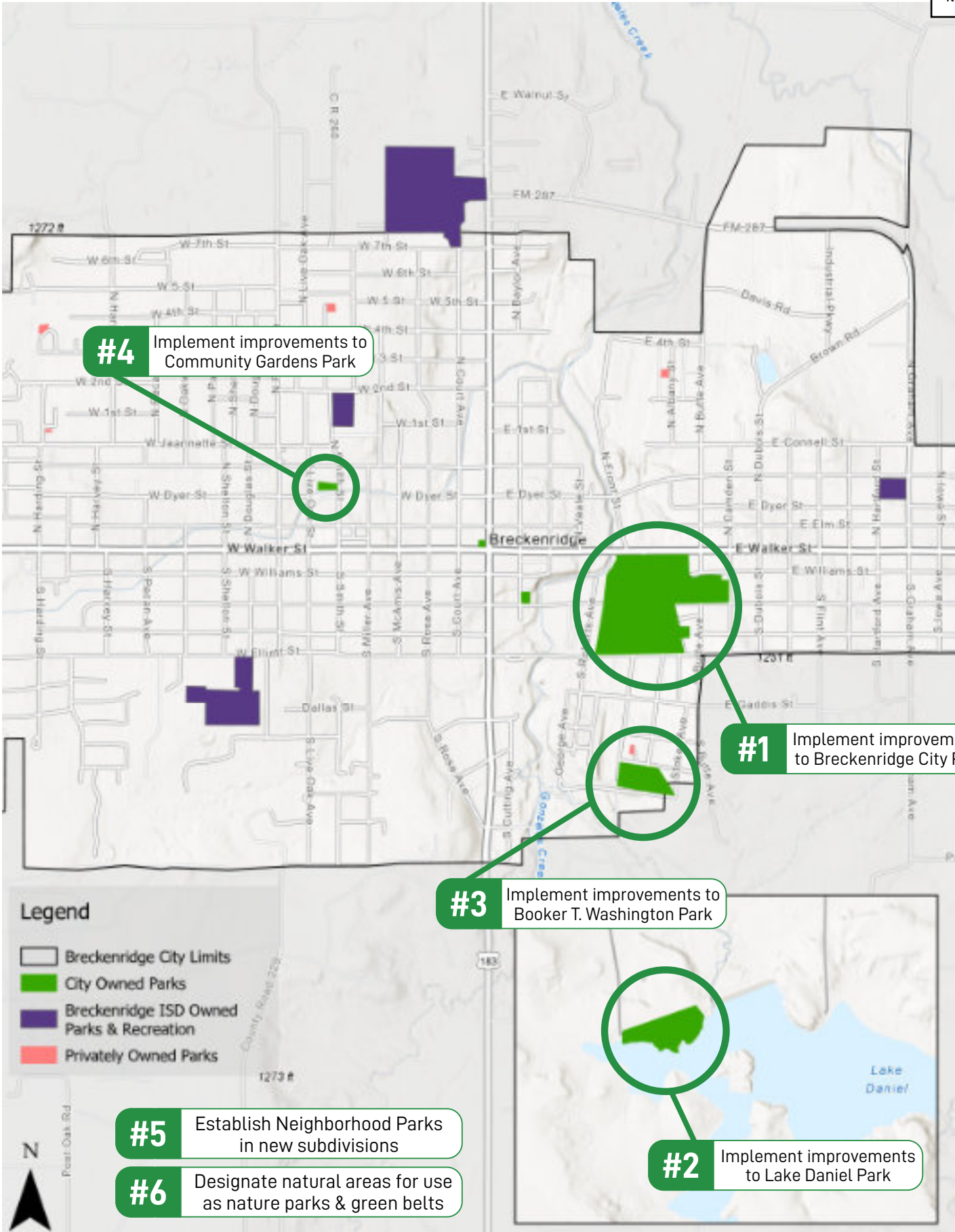
Time period for meeting goal: 2026 - 2030

Objectives

- 1. Replace garden beds
- 2. Install new gravel drive and walking paths
- 3. Install new greenhouse(s) for additional gardening opportunities

Goal 6: Designate natural areas for use as nature parks, plant and wildlife conservation areas and greenbelts, through the City.

Time period for meeting goal: 2025 - 2040





BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Engineering Services Work Order No. 040 under Engineering Services Agreement executed on October 1, 2012.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City of Breckenridge executed an Engineering Services Agreement with eHT on October 1, 2012, to provide for the city’s engineering services needs as they arose.

This work order will authorize eHT to provide engineering services to assist the City of Breckenridge with plans, specifications, bidding documents, and construction management associated with the 2024 Paving Project as identified in the Street Improvement Plan Commissioners approved which are in alignment with the 2023 Pavement Evaluation Report (see attached map).

The estimated impact (see Opinion of Probable Costs- OPC) is \$5,049,600, which will be funded from the Certificates of Obligations 2023 for Street Improvements.

The next steps will be to develop the Request for Proposals, advertise, and then award.

FINANCIAL IMPACT:

\$347,500 to be funded through the Certificates of Obligation 2023 for Street Improvements.

STAFF Recommendation:

Approve Work Order No. 040 and authorize the City Manager to execute the documents.

**Engineering Services
Work Order No. 040
Under Engineering Services Agreement Executed on October 1, 2012**

2024 Paving Project

Scope of Services:

ENGINEER to provide engineering services to assist City of Breckenridge (OWNER) with plans, specifications, bidding documents and construction management associated with the 2024 Paving Project. Construction plans and specifications will be in accordance with City requirements.

The paving improvements are intended to follow recommendations identified in the 2023 Pavement Evaluation Report. The initial paving improvements map is attached for reference.

Compensation

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

| | |
|--------------------------------------|-------------------|
| Survey: | \$ 35,000 |
| Engineering Design: | \$ 120,000 |
| Bidding Phase: | \$ 7,500 |
| Construction Management: | \$ 95,000 |
| Construction Inspection (Part-time): | \$ 65,000 |
| Materials Testing: | <u>\$ 25,000</u> |
| | \$ 347,500 |

Schedule

The work is to be completed on an accelerated schedule to meet the intended bidding schedule and paving season.

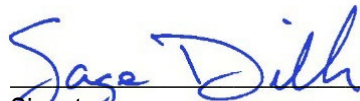
Deliverables

1. Project plans, specifications and bidding documents
2. Coordination and attendance of pre-construction conference
3. Review of submittal documents, construction management and inspection
4. Final inspection and recommendation of acceptance

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

ENPROTEC / HIBBS & TODD, INC.

CITY OF BRECKENRIDGE, TEXAS



Signature

5/15/2024

Date

Signature

Date

Sage Diller, P.E.

Printed or Typed Name

Printed or Typed Name

Vice President

Title

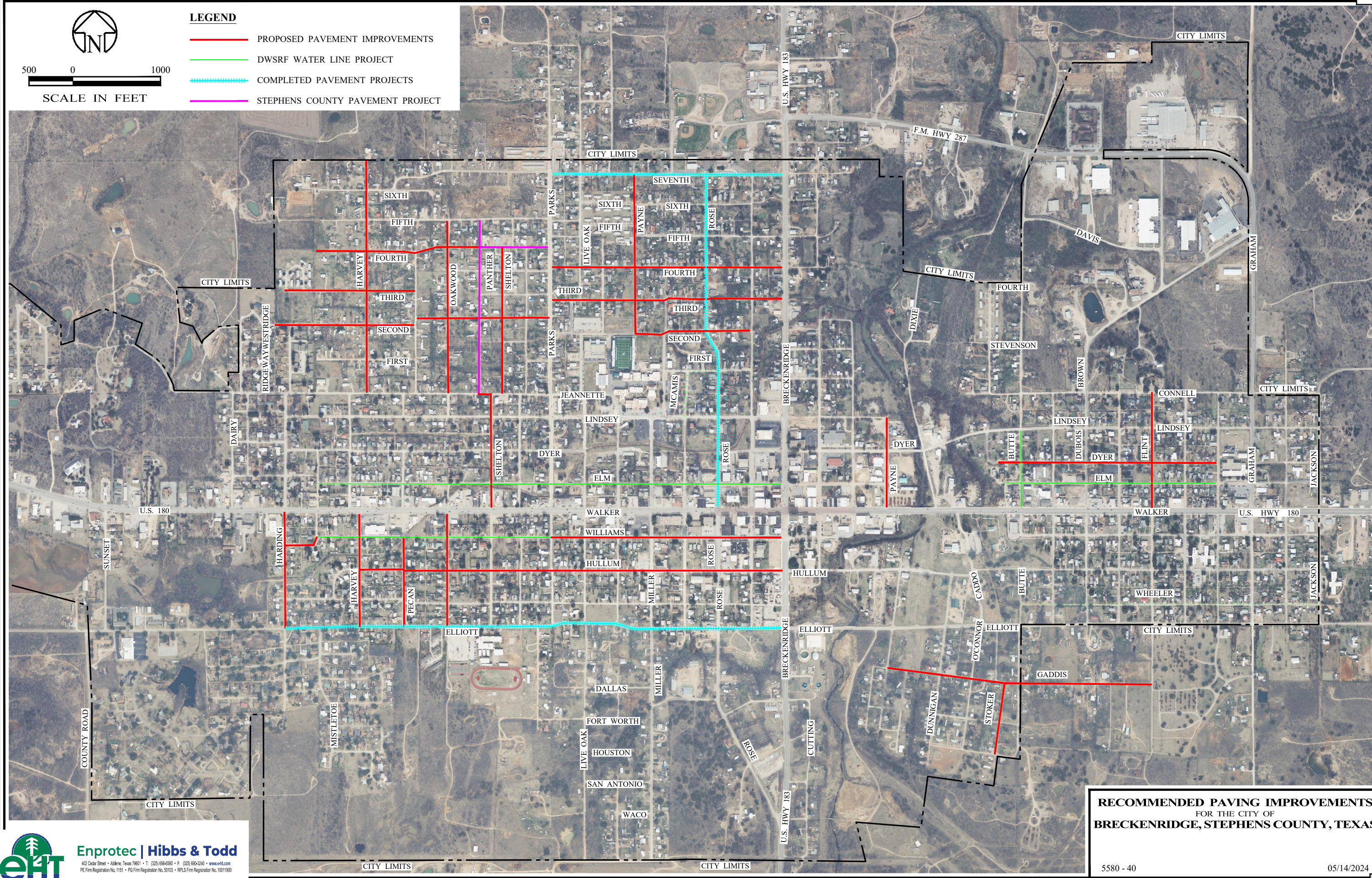
Title



LEGEND

- PROPOSED PAVEMENT IMPROVEMENTS
- DWSRF WATER LINE PROJECT
- - - COMPLETED PAVEMENT PROJECTS
- STEPHENS COUNTY PAVEMENT PROJECT

P:\Projects\Breckenridge, City of\5580-General Services Agreement\5580-40 Paving Improvements\10_CAD\8_MISC\5580-33 - PAVEMENT IMPROVEMENT EXHIBITS.dwg




**RECOMMENDED PAVING IMPROVEMENTS
FOR THE CITY OF
BRECKENRIDGE, STEPHENS COUNTY, TEXAS**

5580 - 40

05/14/2024

Enprotec | Hibbs & Todd
 412 Cedar Street • Abilene, Texas 79601 • T: (325) 696-6560 • F: (325) 693-3240 • www.eht.com
 PE Firm Registration No. 1151 • PG Firm Registration No. 50103 • RPLS Firm Registration No. 1001190

| Opinion of Probable Project Construction Costs | | | | | | |
|--|---|--------------------|------|-------------|----------------------------|---|
| Project | City of Breckenridge - 2024 Paving Project | | | | |  |
| Project No. | 5580-40 | | | | By: CDN Date: 5/15/2024 | |
| Item No. | DESCRIPTION | Estimated Quantity | UNIT | Rate | AMOUNT | COMMENTS |
| Section 1 | | | | | | |
| | Stoker | 820 | LF | \$ 65.00 | \$ 53,300.00 | |
| | Gaddis | 3020 | LF | \$ 65.00 | \$ 196,300.00 | |
| | Intersections | 10 | EA | \$ 1,800.00 | \$ 18,000.00 | |
| Section 2 | | | | | | |
| | Flint | 1320 | LF | \$ 75.00 | \$ 99,000.00 | |
| | Dyer | 2500 | LF | \$ 70.00 | \$ 175,000.00 | |
| | Veale | 1025 | LF | \$ 85.00 | \$ 87,125.00 | |
| | Intersections | 18 | EA | \$ 1,800.00 | \$ 32,400.00 | |
| Section 3 | | | | | | |
| | Harvey | 2640 | LF | \$ 70.00 | \$ 184,800.00 | |
| | Oakwood | 1960 | LF | \$ 70.00 | \$ 137,200.00 | |
| | Panther | 1970 | LF | \$ 65.00 | \$ 128,050.00 | |
| | Shelton | 2970 | LF | \$ 70.00 | \$ 207,900.00 | |
| | Payne | 1820 | LF | \$ 75.00 | \$ 136,500.00 | |
| | Fourth | 5280 | LF | \$ 75.00 | \$ 396,000.00 | |
| | Third | 4110 | LF | \$ 75.00 | \$ 308,250.00 | |
| | Second | 4420 | LF | \$ 70.00 | \$ 309,400.00 | |
| | Intersections | 58 | EA | \$ 1,800.00 | \$ 104,400.00 | |
| Section 4 | | | | | | |
| | Harding | 1330 | | \$ 90.00 | \$ 119,700.00 | |
| | Williams | 2625 | | \$ 85.00 | \$ 223,125.00 | |
| | Hullum | 4820 | | \$ 80.00 | \$ 385,600.00 | |
| | Pecan | 1000 | | \$ 75.00 | \$ 75,000.00 | |
| | Harvey | 1280 | | \$ 275.00 | \$ 352,000.00 | |
| | Oakwood | 1280 | | \$ 85.00 | \$ 108,800.00 | |
| | Intersections | 41 | EA | \$ 1,800.00 | \$ 73,800.00 | |
| | Paving Improvements | | | | \$ 3,912,000.00 | |
| | Mobilization, Bonds, Insurance | | | | \$ 196,000.00 | 5% |
| | Allowance for Manhole Rim / Water Valve Adjustments | | | | \$ 50,000.00 | |
| | Allowance for Curb and Gutter Repair | | | | \$ 50,000.00 | |
| | Subtotal Estimated Construction Costs | | | | \$ 4,208,000.00 | |
| | Contingency (20%) | | | | \$ 841,600.00 | |
| | Estimated Construction Costs Subtotal | | | | \$ 5,049,600.00 | |

DISCLAIMER: This opinion of probable project cost is released under the authority of Sage Diller, Texas PE license number 96645 on May 14, 2024, and represents the design professional's best judgment. Enprotec / Hibbs & Todd, Inc. has no control over the cost of labor, materials, or equipment; over the Contractor's methods of determining bid prices; or over competitive bidding or market and industry conditions. Accordingly, Enprotec / Hibbs & Todd, Inc. cannot and does not guarantee that bids will not vary from this cost estimate.



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Resolution 2024-13 awarding an administration contract for application preparation and administration services for a 2024 Texas Parks & Wildlife Local Park Grant.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

During the Strategic Planning process the community desire for a splash pad was identified as a priority. Since then, we have taken appropriate planning steps to pursue this goal including the pursuit of a matching grant through Texas Parks & Wildlife. Staff have attended a workshop presented by TPW. An RFP for grant administrative services to pursue a Local Park Grant of TP&W program was advertised and 1 submittal was received from Public Management.

FINANCIAL IMPACT:

We are pursuing a large community grant (\$750K). Rough estimates for the splash pad, pumps, electrical, etc. are between \$500K-\$650K. The City’s 50% match would be paid for from interest proceeds from the Certificates of Obligation 2023.

STAFF RECOMMENDATION:

Approve Resolution 2024-13 awarding grant administrative contract to Public Management and authorize the City Manager to negotiate a contract.

REQUEST FOR PROPOSALS

Application and Administration Services

The City of Breckenridge is seeking to enter into a professional services contract with a competent professional administration/management firm/consultant to assist the City in preparing an application for and in the overall management of its proposed Local Parks grant from the Texas Parks and Wildlife Department.

I. Scope of Work - The professional administration/management firm/consultant to be hired is to provide application and contract-related management services to the City of Breckenridge, including but not limited to the following areas:

- Application preparation assistance
- Project Management
- Financial Management
- Environmental Review, if necessary
- Program Reporting & Compliance
- Construction Management
- Audit/Contract Close-out Assistance

Please specify actual tasks to be performed under each of these categories.

II. Statement of Qualifications - The City is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts application and administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:

- Related experience in applying for and managing federally-funded local public works construction projects
- Related Experience / Background with specific project type
- Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM).

As such, please provide within your proposal a list of referrals from past local government clients, as well as resumes of all employees who will or may be assigned to provide technical assistance to the city on this project if your firm is awarded this management services contract.

III. Proposed Cost of Services - Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the City of Breckenridge will not use lowest/best bid as the sole basis for entering into this contract.

If the cost of proposed professional administration services will exceed \$ 50,000, then profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the bidder must disclose and certify in its proposal the percentage of profit being used.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria:

| Criteria | Maximum Points |
|---------------------|----------------|
| Experience | 40 |
| Work Performance | 30 |
| Capacity to Perform | 20 |
| Proposed Cost | 10 |
| Total | 100 |

V. Deadline for Submission – Please email your proposal of services and a statement of qualifications for the proposed services to the following email address: cnorthrop@breckenridgetx.gov. Proposals must be received by the City no later than **5:00 pm on June 3, 2024** to be considered.

- **Insert Certificate of Insurance**
- **Insert System for Award Management (SAM) record search for company name and company principal**
- **Statement regarding firm/individual's conflict of interest, if any**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

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, _____, 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

| CERTIFICATE OF INTERESTED PARTIES | | FORM 1295 | |
|---|--|--|--------------|
| Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. | | OFFICE USE ONLY | |
| 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. | | Must file online at www.ethics.state.tx.us/File | |
| 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. | | | |
| 3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. | | | |
| 4 | | Nature of Interest (check applicable) | |
| Name of Interested Party | City, State, Country (place of business) | Controlling | Intermediary |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| 5 Check only if there is no Interested Party. <input type="checkbox"/> | | | |
| 6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: center; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div> | | | |
| ADD ADDITIONAL PAGES AS NECESSARY | | | |

REQUIRED CONTRACT PROVISIONS

Italics – Explanatory; not contract language

All Contracts

| THRESHOLD | PROVISION | CITATION |
|-----------|--|--|
| None | (H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. | 2 CFR 200 APPENDIX II (H) |
| None | The U.S. Department of Interior (DOI), Inspectors General, the Comptroller General of the United States, and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the grant allocation, in order to make audits, examinations, excerpts, and transcripts and to closeout any City’s/County’s grant allocation. | 2 CFR 200.336 (former 24 CFR 85.36(i)(10)) |
| None | Grant recipients and subrecipients must retain all required records for three years after Grant recipients and subrecipients make final payments and all other pending matters are closed. | 2 CFR 200.333 (former 24 CFR (85.36(i)(11)) |
| None | <p>Sec. 176.003. CONFLICTS DISCLOSURE STATEMENT REQUIRED.</p> <p>(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:</p> <p>(1) the vendor enters into a contract with the local governmental entity or the local governmental entity is considering entering into a contract with the vendor; and</p> <p>(2) the vendor:</p> <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor;</p> | <p><u>Chapter 176</u> of the Local Government Code</p> |

| | | |
|---------------------|--|-------------------------------------|
| | <p>(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:</p> <p>(i) a contract between the local governmental entity and vendor has been executed; or</p> <p>(ii) the local governmental entity is considering entering into a contract with the vendor; or has a family relationship with the local government officer.</p> <p>(a-1) A local government officer is not required to file a conflicts disclosure statement in relation to a gift accepted by the officer or a family member of the officer if the gift is:</p> <p>(1) a political contribution as defined by Title 15, Election Code; or</p> <p>(2) food accepted as a guest.</p> <p>(a-2) A local government officer is not required to file a conflicts disclosure statement under Subsection (a) if the local governmental entity or vendor described by that subsection is an administrative agency created under Section 791.013, Government Code.</p> <p>(b) A local government officer shall file the conflicts disclosure statement with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of the statement under Subsection (a).</p> | |
| <p>>\$10,000</p> | <p><i>(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</i></p> <p>Use the following language for contracts > \$ 10,000:</p> <p><u>Termination for Cause</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor 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 Contractor 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 Contractor 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 Contractor shall be entitled to receive reasonable compensation for any</p> | <p>2 CFR 200 APPENDIX II(B)</p> |

| | | |
|---------------------|--|--------------------------------------|
| | <p>necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above, the Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County</u></p> <p>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.</p> <p>[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.]</p> | |
| <p>>\$50,000</p> | <p><i>(A) Contracts for more than \$50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs</u></p> <p>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 or state 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 Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall</p> | <p>2 CFR 200 APPENDIX II (A)</p> |

| | | |
|---|---|------------------|
| | bear the costs of such mediation equally. <i>[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.]</i> 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. | |
| Option Contract Language for Procurement before Grant Funds Awarded | Payment of the fees [described in ____ section] shall be contingent on GRANT allocations. In the event that an allocation is not distributed to the City / County by the State or U.S. Department of Treasury, this agreement shall be terminated by the City / County. | 2 CFR 200.319(a) |

Additional provisions for administration & engineering contracts associated with construction contracts

| THRESHOLD | PROVISION | CITATION |
|-----------|---|--|
| >\$10,000 | <p><i>(Italics – Explanatory; not contract language)</i></p> <p><i>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</i></p> <p>Therefore, include the following EO clause (not in italics) in construction contracts including construction associated administration and engineering contracts > \$10,000:</p> <p>§60-1.4(b) Equal opportunity clause.</p> <p>(b) <i>Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</i></p> <p><i>The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program</i></p> | <p>41 CFR §60-1.4(b) And 2 CFR 200 APPENDIX II (C)</p> |

| | | |
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| | <p><i>involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</i></p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in</p> | |
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| | <p>conspicuous places available to employees and applicants for employment.</p> <p>(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.</p> <p>(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency,</p> | |
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| | <p>instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically</p> | |
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| | <p>incorporated in such contracts and whether or not the contract between the agency and the contractor is written.</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11, 2015]</p> | |
| | | |

RESOLUTION 2024-13

A RESOLUTION OF BRECKENRIDGE, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR THE LOCAL PARKS GRANT PROGRAM THROUGH THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD).

WHEREAS, participation in the Local Parks Grant Program requires implementation by professionals experienced in the planning/administration/project delivery of federally-funded and state-funded projects and creation of planning documents;

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

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

NOW, THEREFORE, BE IT RESOLVED:

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

PASSED AND APPROVED ON THIS 4TH DAY OF JUNE 2024

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary



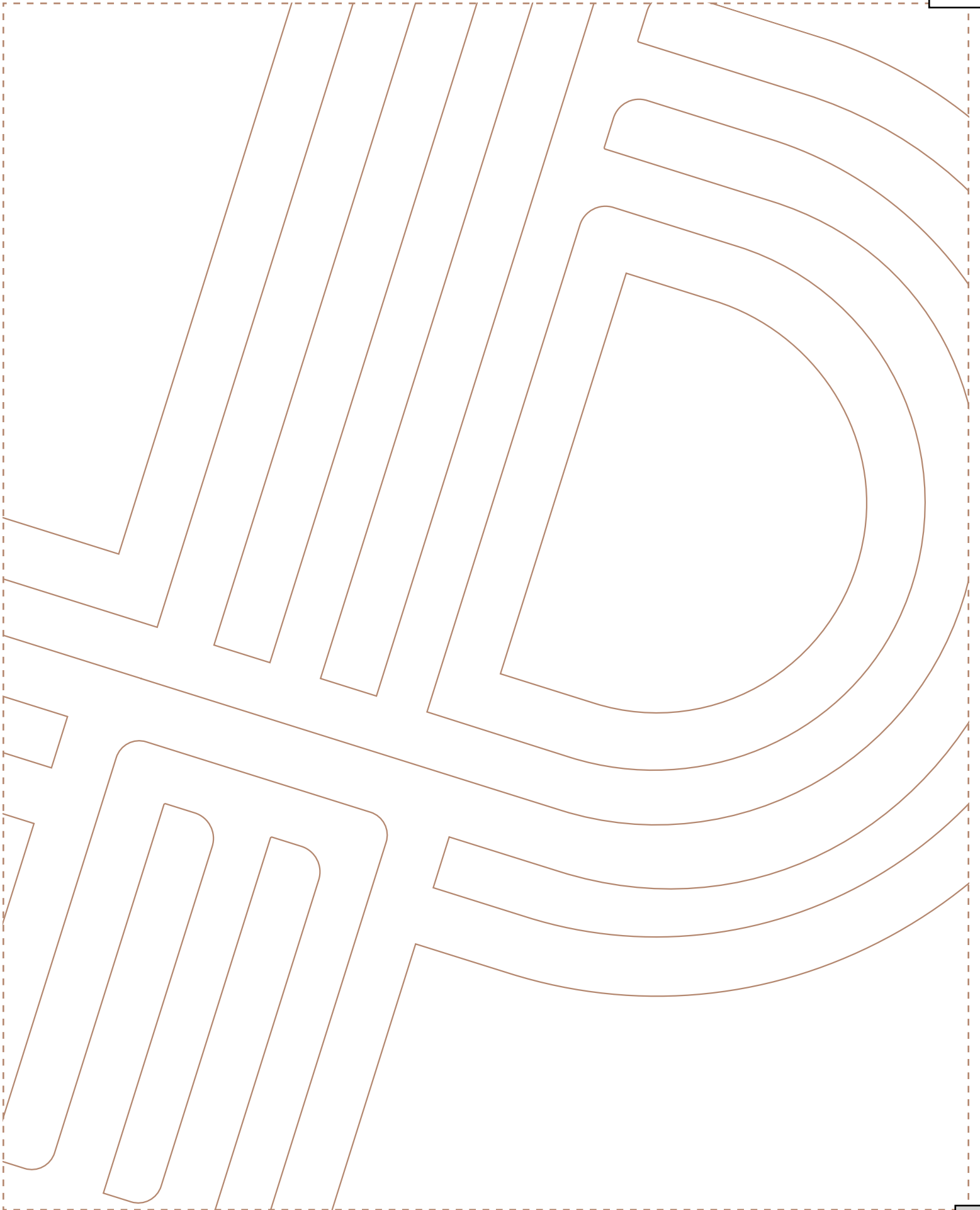
WORKING TO BUILD VIBRANT AND SUSTAINABLE COMMUNITIES.
COMMITTED TO IMPACTFUL SOLUTIONS.
DRIVEN TO MAKE A DIFFERENCE.



**PROPOSAL:
CITY OF BRECKENRIDGE**

**APPLICATION PREPARATION &
ADMINISTRATIVE SERVICES**

TPWD Local Parks Grant





June 3, 2024

Cynthia Northrop
City Manager
City of Breckenridge
105 N. Rose
Breckenridge, Texas 76424

RE: City of Breckenridge Grant Application Preparation and Administration Services for Texas
Parks and Wildlife (TPWD) Local Parks Grant Program

Dear Ms. Northrop:

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

To date, Public Management, Inc. has guided its clients to over **\$1 billion** in funding initiatives which span multiple state and federal funding sources, including TPWD funding.

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

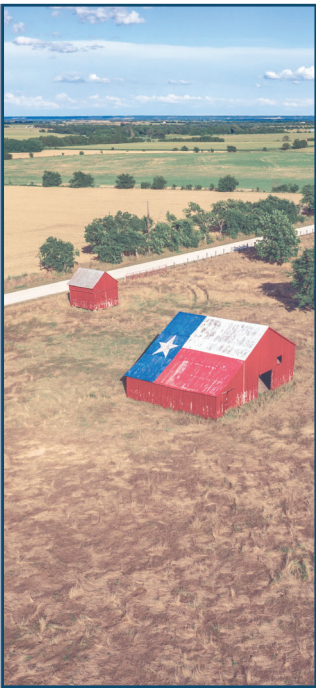
As President and CEO for Public Management, Inc., I have full authorization to commit the necessary staff resources to ensure that these services meet the City's standards. Additionally, I will certify our fee, as detailed in the Proposed Cost of Services section of this proposal, and will acknowledge the terms and conditions resulting in an awarded contract. We are grateful for the opportunity to submit this proposal to the Town and look forward to working with you on this much needed project!

Respectfully,

Patrick K. Wiltshire
President

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INTRODUCTION

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

- Chambers County

INTRODUCTION

Public Management, Inc. is more than a consultant. We do more than grant management and offer much more than typical planning services. We help communities, big and small, in the pursuit of prosperity.

CHAMPIONS FOR TEXAS TOWNS

Public Management, Inc. was founded to help Texas communities navigate the challenges faced when pursuing prosperity for their cities and towns. We empower our clients to grow and improve the quality of life for their residents through sound planning, financing, and management initiatives. We believe in the potential of every Texas city and town and exist to build vibrant and sustainable communities.

Established in 1982, Public Management, Inc. is an employee-owned, private consulting firm operating in the state of Texas. The following Team will be dedicated to assisting with the development and implementation of the proposed project.



PATRICK K. WILTSHIRE

President



MICHAEL MIGAUD

Chief Operation Officer



JAKE MCADAMS

Regional Project Manager



DALTON AIKEN

Assistant Planner/GIS Manager

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

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

INTRODUCTION

A COMPANY FOR THE FUTURE

Public Management, Inc. has been committed to Texas for Decades. With our Team of energetic and purpose driven individuals, we are positioned to provided unparalleled service. Our passion runs deep and our commitment is guaranteed. We are excited for the next forty years.

BY THE NUMBERS

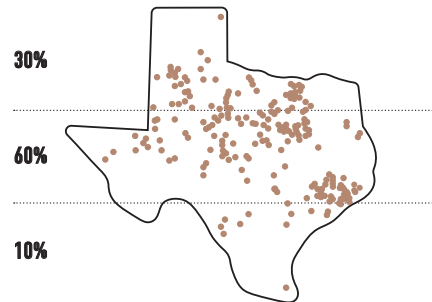
OVERVIEW

1982 - Present



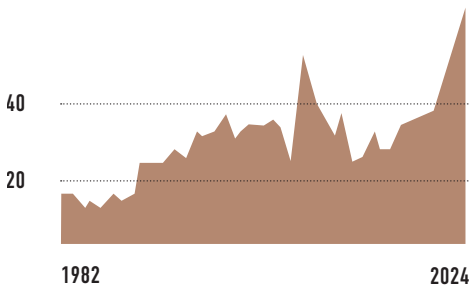
PROJECTS BY REGION

1982 - Present



COMMUNITIES IMPACTED

1982 - Present



CLIENT FUNDING

1982 - Present



Government Codes

Employer Identification Number: 76-0361938
Unique Entity ID: DL1PFHMDM786
Duns Number: 945630507
NAICS: 541611

Financial Solvency

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

Litigation History

None

Conflicts

None

INTRODUCTION

OFFICE LOCATIONS

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



HOUSTON, TX

Public Management, Inc. headquarters is located at 15355 Vantage Parkway West, Suite #360, Houston, Texas 77032. This office location serves the South and Southeast Texas region and is the main company office from which all corporate administration and support services originate.

GRANBURY, TX

The Granbury office services the Dallas-Fort Worth Metroplex and is located at 201 E. Pearl St., Granbury, Texas 76048.

SATELLITE OFFICES

ABILENE, TX

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

MCKINNEY, TX

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

SAN ANTONIO, TX

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

PROPOSAL STRUCTURE

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

APPROACH & METHODOLOGY

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

- City of Baytown

WE HELP COMMUNITIES IN PURSUIT OF PROSPERITY.

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

METHODOLOGY

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

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

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



APPLICATION PREPARATION

Securing funding is critical to recovery. Our Team has a proven process to identify project needs and develop award winning applications.



CONTRACT MANAGEMENT

The Team will ensure the contract remains in full compliance with all applicable state and federal regulations as well as meet the timeline & budget requirements.



PROJECT MANAGEMENT

Our Team has decades of experience guiding our clients through the road to recovery. We have secured over \$850 million in project initiatives.



PRE-FUNDING SERVICES

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

Application Preparation

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

1. SCHEDULE DEVELOPMENT

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

2. PROGRAM REVIEW

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

3. MEETING COORDINATION

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

4. CITIZEN PARTICIPATION

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

5. PROJECT DEVELOPMENT

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

6. BENEFICIARY REVIEW

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

7. PRELIMINARY ENVIRONMENTAL REVIEW

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

8. MAPPING

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

9. APPLICATION COMPLETION & SUBMISSION

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



POST-FUNDING SERVICES

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

1. ADMINISTRATIVE DUTIES

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

2. RECORD KEEPING

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

3. FINANCIAL MANAGEMENT

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

4. CONSTRUCTION MANAGEMENT

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

5. REAL PROPERTY ACQUISITION (AS APPLICABLE):

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

6. ENVIRONMENTAL SERVICES

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

7. CIVIL RIGHTS REQUIREMENTS

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

8. PROCUREMENT/BIDDING/CONTRACTING:

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

9. LABOR STANDARDS MONITORING:

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

10. FORCE ACCOUNT (AS APPLICABLE):

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

11. CONTRACT CLOSE-OUT ASSISTANCE:

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

PROJECT APPROACH

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

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

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

PROPOSED COST OF SERVICE

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

- City of El Campo



June 3, 2024

Cynthia Northrop
City Manager
City of Breckenridge
105 N. Rose
Breckenridge, Texas 76424

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

Dear Ms. Northrop:

Public Management, Inc.'s proposed fee for Application Preparation and Administrative Services is based on the City's pursuit of a Local Parks Grant from TPWD. A fixed fee of \$6,500 is being proposed to prepare the application and a fee will be negotiated for administrative services ranging between 6% and 12% of the estimated construction budget submitted with the application. These are separate tasks and PMI can perform one or both of these tasks for the City.

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

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

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

Respectfully,

Patrick K. Wiltshire
President



APPLICATION PREPARATION

There is \$6,500 charge for application development, preparation and submission. This fee will be billed based upon percent of work complete on the date following the application due date.

PROJECT DELIVERY / ADMINISTRATIVE SERVICES

| <u>Estimated Construction Budget</u> | <u>Percentage Factor</u> | <u>Fee Not to Exceed</u> |
|--------------------------------------|--------------------------|--------------------------|
| \$0 - \$200,000.00 | 12.00% | \$24,000.00 |
| \$200,000.01 - \$285,000.00 | 11.00% | \$31,350.00 |
| \$285,000.01 - \$375,000.00 | 10.00% | \$37,500.00 |
| \$375,000.01 - \$500,000.00 | 9.00% | \$45,000.00 |
| \$500,000.01 - \$750,000.00 | 8.00% | \$60,000.00 |
| \$750,000.01 - \$1,500,000.00 | 7.00% | \$105,000.00 |
| Greater than \$1,500,000.00 | 6.00% | |

PUBLIC MANAGEMENT, INC. 2023 HOURLY RATE

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



This contract ("Contract") is made and entered effective _____, 2024 by and between PUBLIC MANAGEMENT, INC., a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the CITY OF BRECKENRIDGE, ("Client") for the purpose of retaining Consultant to render Application Preparation and Administration Services to the Client for a Local Parks Grant administered by the Texas Parks and Wildlife Department.

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

I.

Consultant will provide Client with administrative services as follows:

PRE- FUNDING SERVICES:

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

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

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES

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

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

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

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

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

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

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

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

CONTRACT ADMINISTRATION SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Contract

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

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

Client Initials _____

Consultant Initials _____

II.

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

III.

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

IV.

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

V.

For work associated to the Local Parks Grant and in consideration of the foregoing, Client agrees to pay Consultant a fee **not to exceed \$6,500 for Application Preparation Services (Attachment I)**. It is agreed that Application Preparation Services will be billed based upon percent of work complete on the date following the application due date. After award, Client agrees to pay Consultant a fee **between 6% and 12% of the estimated project construction budget for Project Administration Services (Attachment II)**. Services are payable upon receipt of invoice from Consultant. *The fee will be based on the final approved project amount and scope of work. Consultant reserves the right to renegotiate fees based on the final scope of work.*

VI.

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

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

VII.

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

VIII.

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

IX.

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

X.

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

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination,

Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

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

XI.

Client, the agency, State of Texas or Federal authorities, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

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

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under



Contract

or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



PATRICK K. WILTSHIRE
President/CEO

Client

City Manager

ATTEST:



Contract

Attachment I
Work Authorization

For work associated to Application Preparation Services, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

SIX THOUSAND FIVE HUNDRED AND NO DOLLARS (\$6,500.00)

The fees are payable upon receipt of invoice from Consultant and will be billed based upon percent of work complete on the date following the application due date.

| ADMINISTRATIVE PREPARATION SERVICES | |
|--|-------------------|
| Application Preparation & Submission | \$6,500.00 |
| TOTAL FEE | \$6,500.00 |

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



Client

PATRICK K. WILTSHIRE
President/CEO

City Manager

ATTEST:



Contract

Attachment II
Work Authorization

For work associated to Grant Administration Services, and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

_____ (\$ _____)

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

Table with 2 columns: Service Category, Fee. Rows include Preliminary Administrative Requirements, Environmental Review, Start of Construction, Construction Completion, Closeout Documents, and TOTAL FEE.

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



Client

PATRICK K. WILTSHIRE
President/CEO

City Manager

ATTEST:

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

PUBLIC MANAGEMENT, INC.
2024 Hourly Rate

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

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

REIMBURSABLE EXPENSES

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

This rate schedule will be applicable through December 31, 2024. In January, 2025, if increases are necessary due to increases in wages or other salary related costs, the rates shown will be adjusted accordingly.

ATTACHMENT III
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

II.

Civil Rights Act of 1964

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

III.

Section 109 of the Housing and Community Development Act of 1974

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

IV.

Section 504 Rehabilitation Act of 1973, as Amended

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

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

V.

Age Discrimination Act of 1975

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

VI.

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 (HUD) 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 Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, 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 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR

part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.

e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

VII.

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

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

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

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

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

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

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

VIII.

Interest of Members of Client

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

IX.

Interest of Other Local Public Officials

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

X.

Interest of Consultant and Employees

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

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

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

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

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

XII.

Copyrights and Rights in Data

FEMA has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. FEMA requirements, Article 45 of the General Conditions to the Contract for Construction (form FEMA-5370) requires that contractors pay all royalties and license fees.

All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.

(Applicable to contracts in excess of \$150,000)

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

XIV.

Energy Efficiency

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

XV.

Retention and Inspection of Records

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

THE TEAM

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

- City of Beaumont

PATRICK K. WILTSHIRE

PRESIDENT



EXPERIENCE

JAN. 2015 - PRESENT
Public Management, Inc.

PRESIDENT

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



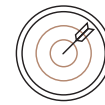
Implemented unique Project Management Software to improve overall management and project efficiencies.



Managed or directed over \$500 million project initiatives

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

CHIEF OPERATIONS OFFICER



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

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

PROJECT MANAGER

EDUCATION

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

M.A. PUBLIC ADMINISTRATION

Areas of Concentration: Policy Analysis, Budgeting, Planning

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

B.A. CRIMINAL JUSTICE & SOCIOLOGY

Areas of Concentration: Sociology, Criminal Justice, & English

CONTACT



PUBLIC MANAGEMENT, INC.
15355 Vantage Pkwy. West, Ste. 360
Houston, TX 77032



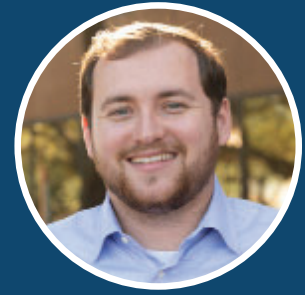
EMAIL
pwiltshire@publicmgt.com



PHONE
281-592-0439 x28

MICHAEL MIGAUD

CHIEF OPERATIONS OFFICER



EXPERIENCE

2024 - PRESENT

Public Management, Inc.

CHIEF OPERATIONS OFFICER

Supervise corporate operational activities including but not limited to personnel and staff development, project management and reporting, and service deployment. Work closely with the CEO to develop successful execution of business strategy by establishing short and long term strategic goals, performance goals, resource allocation, and overall business objectives. Mentor and develop staff using a supportive and collaborative approach - assign accountabilities; set objectives; establish priorities; and monitor and evaluate results.



Secured over \$100 million in disaster recovery/ mitigation and community development contracts in various regions.

2020 - 2023

Public Management, Inc.

PROJECT MANAGER

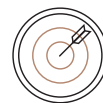


Leads Project Management efficiencies and data analysis for contract compliance and overall program implementation.

2019 - 2020

The Texas Lyceum

HOUSING POLICY FELLOW



Envision Sustainability Professional (ENV SP) Certified

EDUCATION

AUG. 2018 - MAY 2020

Texas A&M University
College Station, Texas

MASTER OF PUBLIC ADMINISTRATION

Areas of Concentration: Public Policy Analysis and Analytical Methods

AUG. 2014 - MAY 2018

Texas A&M University
College Station, Texas

B.S. POLITICAL SCIENCE

B.A. PHILOSOPHY

CONTACT



PUBLIC MANAGEMENT, INC.
15355 Vantage Pkwy. West, Ste. 360
Houston, TX 77032



EMAIL
mmigaud@publicmgt.com



PHONE
281-592-0439 x34

JAKE R. MCADAMS

REGIONAL PROJECT MANAGER



EXPERIENCE

JAN. 2016 - PRESENT
Public Management, Inc.

REGIONAL PROJECT MANAGER

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



Oversees and manages all company operations in North and West Texas

JULY 2015 - DEC. 2020
Public Management, Inc.

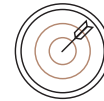
REGIONAL MANAGER, NORTH/WEST TEXAS



Formally recognized by TDA for outstanding performance in project management

FEB. 2014 - JUNE 2015
Public Management, Inc.

PROJECT MANAGER & COMPLIANCE SPECIALIST



Successfully applies for diverse range of funding opportunities

EDUCATION

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

M.A. HISTORY

Areas of Concentration: Public History, Suburban History

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

B.A. HISTORY

MINOR IN OUTDOOR RECREATION MANAGEMENT

Areas of Concentration: Public History, Activity Management

CONTACT



PUBLIC MANAGEMENT, INC.

201 E. Pearl Street
Granbury, TX 76048



EMAIL

jmcadams@publicmgt.com



PHONE

281-592-0439 x31



DALTON AIKEN

PROJECT MANAGER & GIS TECHNICIAN



EXPERIENCE

MARCH 2020 - PRESENT
Public Management, Inc.

PROJECT MANAGER & GIS TECHNICIAN

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



Currently manages various planning and community development projects



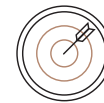
Provides all GIS Mapping and analytics for north and west Texas Regions

FEB. 2020 - JUNE 2020
GEODynamics

TESTING OPERATOR

JAN. 2019 - FEB. 2020
Sight Glass Flights

DRONE OPERATOR & DATA COORDINATOR



Drone certified & State certified project manager

EDUCATION

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

B.S. GEOGRAPHY

CONTACT



PUBLIC MANAGEMENT, INC.
201 Pearl Street
Granbury, TX 76048



EMAIL
daiken@publicmgt.com



PHONE
281-592-0439

LISETTE M. HOWARD

SENIOR PROJECT MANAGER



EXPERIENCE

SEPT. 2023 - PRESENT
Public Management, Inc.

SENIOR PROJECT MANAGER

the Senior Project Manager is responsible for the management and implementation of projects where Public Management, Inc. has physical and remote office locations. The Senior Project Manager will oversee Project Managers and Assistant Project Managers to ensure that projects are completed in accordance with program requirements. In addition, the Senior Project Manager will be responsible for client relations, business development, as well as overall project management in the regions where they are operating..



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

JAN. 2018 - AUG. 2023
Public Management, Inc.

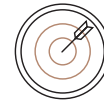
PROJECT MANAGER



Currently managing over \$25 million in project initiatives

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

COMPLIANCE SPECIALIST



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

EDUCATION


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

M.S. KINESIOLOGY


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

B.S. SCIENCE-HEALTH, COMMUNITY HEALTH OPTION
Areas of Concentration: Biomedical Sciences and Social Sciences

CONTACT

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

 **EMAIL**
lhoward@publicmgt.com

 **PHONE**
281.592.0439 x36



KRISTEN BOSWELL

ASSISTANT PROJECT MANAGER



EXPERIENCE

OCT. 2023 - PRESENT
Public Management, Inc.

ASSISTANT PROJECT MANAGER

Assist project managers in the planning, management and financial areas of client projects. Prepare all necessary compliance documents and generally manage compliance issues for client projects. Collect data and prepare reports, forms and studies for project managers. Organize and maintain computer data files and hard copy files. Under supervision of project managers, conduct wage interviews and inspections for firm's projects. Attend workshops and information seminars related to job duties. Prepare draft letters and answer some correspondence. Complete other duties as assigned by project managers, supervisors and principal owners.



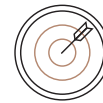
Manages projects in North and West Texas



Maintains project timelines and reporting for regional projects.

JAN. 2015 - SEPT. 2020
City of Granbury

ADMINISTRATIVE ASSISTANT



Oversees data collection and analysis of regional projects

EDUCATION

AUG. 2007 - MAY 2011
Texas Tech university
Lubbock, Texas

B.A. BUSINESS ADMINISTRATION

Areas of Concentration: International Business

CONTACT



PUBLIC MANAGEMENT, INC.

201 Pearl Street
Granbury, TX 76048



EMAIL

kboswell@publicmgt.com



PHONE

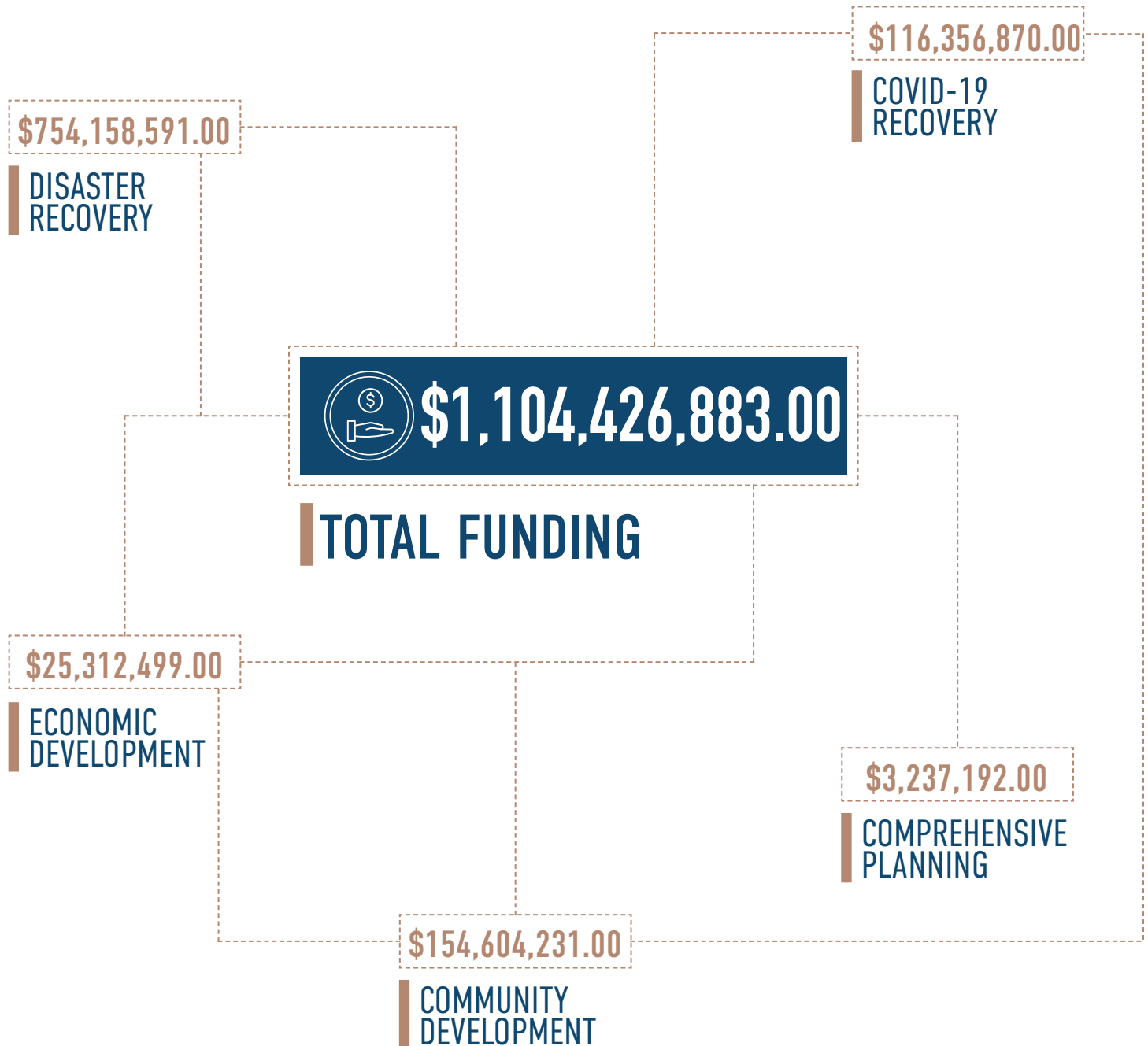
281.592.0439

EXPERIENCE

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

- City of Hico

EXPERIENCE SUMMARY



1982

PERFORMANCE PERIOD

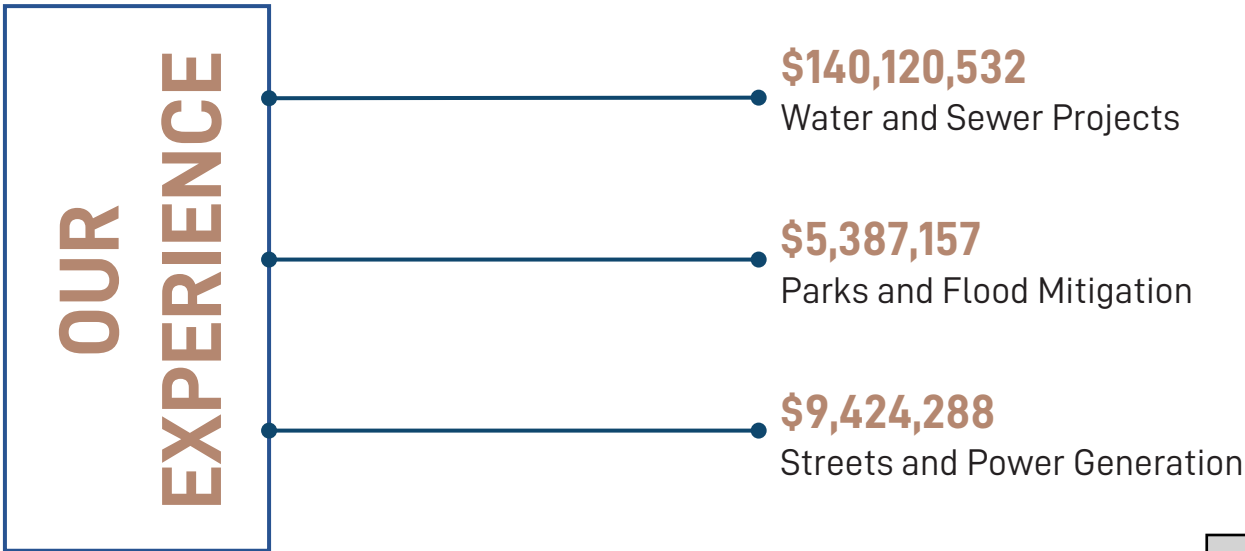
PRESENT

EXPERIENCE WITH COMMUNITY DEVELOPMENT

Public Management, Inc. has managed over \$154,000,000 in federally funded community development grants since 1982. These projects have included improving public infrastructure, construction of public parks, and the procurement of assets critical to the provision of government services.



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



CASE STUDY:
DICKINSON,
TEXAS



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

FOCUSED ON SUSTAINABILITY

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

CLIENT CHALLENGES

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

Secure funding to cover budget shortfall

Guide decision-makers in planning and development of proposed projects

OUR SOLUTIONS

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

Incorporated results-oriented projects

Managed projects from planning through construction

THE RESULTS

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

Developed and constructed major infrastructure improvements to enhance sustainability

A healthier, more resilient community prepared for future development

DECADES OF COMMITMENT

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



CASE STUDY:
CHAMBERS COUNTY, TEXAS



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

CLIENT CHALLENGES

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

Offset local expenditures for infrastructure improvements

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

OUR SOLUTIONS

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

Coordinated long range planning initiatives

Align needs with funding mechanism

THE RESULTS

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

Secured over \$64 million

Substantial improvements to critical infrastructure.

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

GOAL DRIVEN

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



CASE STUDY:
EL CAMPO, TEXAS

CLIENT CHALLENGES

Deteriorated critical infrastructure systems

Substantial budget restrictions

Threat of out-migration without maintaining services

OUR SOLUTIONS

Scoping sessions to understand current limitations and future goals

Identifying projects to have long-term impact

Strategically applying for funding to accomplish goals without overextending local resources

THE RESULTS

Assisted city accomplish identified goals

Obtained approximately \$19 million in grant funding

Helped to create a more sustainable community

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

PLANNING A HERITAGE

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



CASE STUDY: CLEVELAND, TEXAS

CLIENT CHALLENGES

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

Proper long-term planning and needs assessment

Budget restrictions for large scale capital projects

OUR SOLUTIONS

Researched short and long term goals for program implementation

Developed needs based approach to funding opportunities with emphasis on sustainability

Secure funds which target strategic areas for improvement

THE RESULTS

Managed and implemented tangible projects to existing quality of life issues

Secured over \$14 million

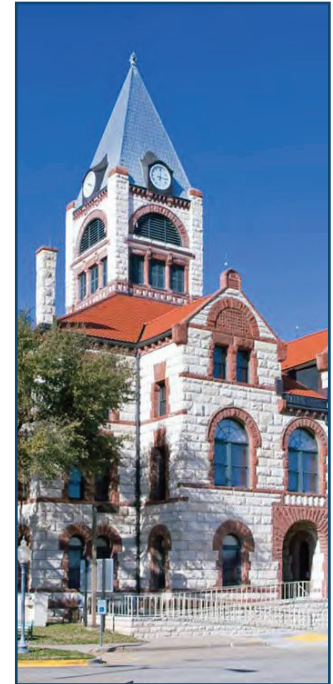
Have maintained a client relationship for more than 40 years

DEDICATION TO OUR CLIENTS

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



CASE STUDY:
STEPHENVILLE,
TEXAS



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

CLIENT CHALLENGES

Undersized and deteriorated utilities and drainage throughout town

A growing residential population and state college

Multiple disaster events impacted by major river bisecting town

OUR SOLUTIONS

Understanding communities needs and resource limitations

Identifying and advising on various financing vehicles to meet needs

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

THE RESULTS

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

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

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

REFERENCES

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

- City of Grandview

REFERENCES

**City of Anahuac****Julie Harvill**

City Secretary
 (409) 267-6681
j.harvill@anahuac.us

**City of Baytown****Leasa Renteria Lopez**

Grant Coordinator
 (281) 420-6509
leasa.lopez@baytown.org

**City of Beaumont****Kyle Hayes**

City Manager
 (409) 880-3770
kyle.hayes@beaumonttexas.gov

**City of Caddo Mills****Matt McMahon**

City Manager
 (903) 527-3116
mattmcmahon11@outlook.com

**Chambers County****Jimmy Silvia**

County Judge
 (409) 267-2440
jsylvia@chamberstx.gov

**City of Cleveland****Angela Smith**

City Secretary
 (281) 592-2667
asmith@clevelandtexas.com

**City of Conroe****Tommy Woolley**

Director of Capital Projects
 (936) 522-3122
twoolley@cityofconroe.org

**City of Dickinson****Theo Melancon**

City Manager
 (281) 337-6204
tmelancon@ci.dickinson.tx.us

**City of El Campo****Courtney Sladek**

City Manager
 (979) 541-5000
csladek@cityofelcampo.org

**City of Garrett****Don Lewis**

Public Works Director
 (972) 875-7831
publicworks@cityofgarrett.com

**City of Granbury****Chris Coffman**

City Manager
 (817) 573-1114
citymgr@granbury.org

**City of Grandview****David Henley**

City Manager
 (817) 866-2699
dhenley@cityofgrandview.org

REFERENCES



City of Hico

Kari Drueckhammer

City Secretary
(254) 796-4620
citysecretary@hico-tx.com



City of Italy

Amber Cunningham

City Secretary
(972) 483-7329
acunningham@italycityhall.org



Jones County

Dale Spurgin

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



City of Kerens

Katherine Combs

City Secretary
(903) 396-2971
admin@ci.kerens.tx.us



City of La Porte

Lorenzo Wingate

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



City of Liberty

Tom Warner

City Manager
(936) 336-3684
twarner@cityofliberty.org



City of Mabank

Bryant Morris

City Administrator
(903) 887-3241
bryant@cityofmabank.org



City of Malakoff

Weston Beck

City Administrator
(903) 486-0699
wbeck@cityofmalakoff.net



City of Olton

Keeley Adams

City Administrator
(806) 285-2611
cityadministrator@cityofolton.com



City of Palmer

Alicia Baran

City Administrator
(972) 449-3160
abaran@ci.palmer.tx.us



City of Prairie View

Dr. Brian E. Rowland

Mayor
(936) 857-3711
browland@prairieviewtexas.gov



City of Reno

Scott Passmore

City Administrator
(817) 221-2500
scott.passmore@renotx.gov

REFERENCES



City of San Saba

Sabrina Maultsby

City Secretary
(325) 372-5144
sansaba@centex.net



City of Sealy

Brooke Knoll

City Secretary
(979) 885-1669
bknoll@ci.sealy.tx.us



City of Slaton

Clifton Shaw

Mayor
(806) 828-2000
cshaw@cityofslaton.com



City of Strawn

Danny Miller

City Secretary
(254) 672-5311
city@strawntx.com



City of Stephenville

Nick Williams

Director of Public Works
(254) 918-1223
nwilliams@stephenvilletx.gov



City of Terrell

Mike Sims

City Manager
(972) 551-6600
mikesims@cityofterrell.org



City of Whitewright

Gwyn Jordan

City Clerk
(903) 364-2219
cityclerk@whitewright.com



City of Willis

Marissa Quintanilla

City Secretary
(936) 856-4611
mquintanilla@ci.willis.tx.us



City of Winters

Sheila Lincoln

City Secretary
(325) 754-4424
citywin@wtxs.net

REQUIRED FORMS

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

- Patrick Wiltshire, President & CEO

CONFLICT OF INTEREST QUESTIONNAIRE FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

| OFFICE USE ONLY |
|-----------------|
| Date Received |

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

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

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

Name of Officer

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

N/A

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

Yes No

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

Yes No

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

N/A

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

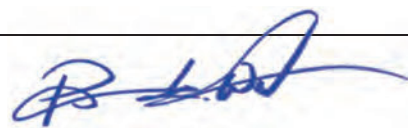
7



_____ 6/03/2024

Signature of vendor doing business with the governmental entity Date

ATTACHMENT I CERTIFICATION REGARDING LOBBYING

| | | |
|--|--|---|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | 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: <u>Public Management, Inc.</u> Prime _____ Subawardee _____ Tier If Known: _____ Congressional District, if known: _____ | 5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>Public Management, Inc.</u> <u>15355 Vantage Parkway West, Suite 360</u> <u>Houston, Texas 77032</u> Congressional District, if known: _____ | |
| 6. Federal Department/Agency: <u>US Fish & Wildlife</u> | 7. Federal Program Name/Description: <u>TPWD</u> CFDA Number, <i>if applicable</i> _____ | |
| 8. Federal Action Number, if known: <u>N/A</u> | 9. Award Amount, if known: \$ <u>TDB</u> | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): <u>N/A</u> | 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 tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure | Signature  Print Name <u>Patrick K. Wiltshire</u> Title <u>President</u> Telephone No. <u>281.592.0439</u> Date: <u>6/03/2024</u> | |
| Federal Use Only | Authorized for Local Reproduction Standard Form – LLL (Rev. 7-97) | |

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Statement for Loan Guarantees and Loan Insurance

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

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

| | |
|---|------------------------------------|
| * APPLICANT'S ORGANIZATION | |
| Public Management | |
| * PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| Prefix: | * First Name: Patrick Middle Name: |
| * Last Name: Wiltshire | Suffix: |
| * Title: President and CEO | |
| * SIGNATURE: | * DATE: 06/03/2014 |

Certification Regarding Lobbying

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

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

06/03/2024
Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item 10.**
11/7/2023

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

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

| PRODUCER Soules Insurance Agency, LLC 400 W. Davis St., Suite 300 Conroe TX 77301 License#: 1814359 PUBLMAN-01 | CONTACT NAME: PHONE (A/C. No. Ext): 936-756-0671 FAX (A/C. No): 936-756-6877 E-MAIL ADDRESS: soules@soulesinsurance.com | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--|-------|--|-------|---|-------|-------------------|--|-------------------|--|-------------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER B: Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C: Admiral Insurance Co.</td> <td>24856</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Twin City Fire Insurance Company | 29459 | INSURER B: Texas Mutual Insurance Company | 22945 | INSURER C: Admiral Insurance Co. | 24856 | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A: Twin City Fire Insurance Company | 29459 | | | | | | | | | | | | | |
| INSURER B: Texas Mutual Insurance Company | 22945 | | | | | | | | | | | | | |
| INSURER C: Admiral Insurance Co. | 24856 | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | |
| INSURED Public Management Inc. 15355 Vantage Pkwy W Ste 360 Houston TX 77032 | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 15104294 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 61SBABC6778 | 9/1/2023 | 9/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| A | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | 61SBABC6778 | 9/1/2023 | 9/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ | | | | | | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | <input 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 | N/A | 0002019787 | 9/1/2023 | 9/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liability | | | EO00003595408 | 12/13/2023 | 12/13/2024 | Each Claim \$1,000,000 Aggregate \$1,000,000 |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability, Automobile Liability & Professional Liability policies include a blanket automatic additional insured endorsement (attached) that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, & Workers Compensation policies include a blanket automatic waiver of subrogation endorsement (attached) that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

See Attached...

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|--|
| | <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>  |
|--|--|

PUBLIC MANAGEMENT INC ● Active Registration

Unique Entity ID:
DL1PFHMDM786

Doing Business As:
(blank)

Purpose of
Registration:
All Awards

*Expiration
Date*

Mar 27, 2025

CAGE/NCAGE:
6QDN5

Physical Address:
**15355 VANTAGE
PKWY W, STE 108
HOUSTON, TX
77032-1975 USA**



PUBLIC MANAGEMENT INC

| | | |
|---|--|--|
| Unique Entity ID DL1PFHMDM786 | CAGE / NCAGE 6QDN5 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Mar 27, 2025 | |
| Physical Address 15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States | Mailing Address 15355 Vantage PKWY W STE 108 Houston, Texas 77032-1975 United States | |

Business Information

| | | |
|---|--|--------------------------------------|
| Doing Business as (blank) | Division Name Public Management, Inc. | Division Number Public Man |
| Congressional District Texas 29 | State / Country of Incorporation Texas / United States | URL www.publicmgt.com |

Registration Dates

| | | |
|--|--|--|
| Activation Date Mar 29, 2024 | Submission Date Mar 27, 2024 | Initial Registration Date Apr 17, 2012 |
|--|--|--|

Entity Dates

| | |
|---|---|
| Entity Start Date Jun 1, 1982 | 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

Active Exclusions Records?

No**SAM Search Authorization**

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

Yes**Entity Types****Business Types**

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Subchapter S Corporation

Profit Structure

For Profit Organization**Socio-Economic Types**

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

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

6QDN5**Electronic Funds Transfer**

Account Type

Checking

Routing Number

*******04**

Lock Box Number

(blank)

Financial Institution

SOUTHSIDE BANK

Account Number

*******64****Automated Clearing House**

Phone (U.S.)

2815924661

Email

Bbrowder@fbtet.com

Phone (non-U.S.)

(blank)

Fax

2815924624**Remittance Address**

**PUBLIC MANAGEMENT, INC.
15355 Vantage Pkw W STE 108
Houston, Texas 77032
United States**

Taxpayer Information

EIN

*******1938**

Type of Tax

Applicable Federal Tax

Taxpayer Name

PUBLIC MANAGEMENT INC

Tax Year (Most Recent Tax Year)

2018

Name/Title of Individual Executing Consent

President

TIN Consent Date

Mar 27, 2024

Address

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

Signature

Patrick K Wiltshire**Points of Contact****Accounts Receivable POC****Patrick K Wiltshire, President & CEO****pwtshire@publicmgt.com****2815920439**

May 09, 2024 01:44:15 PM GMT

<https://sam.gov/entity/DL1PFHMDM786/coreData?status=null>

Electronic Business


 Patrick K Wiltshire, President & CEO
 pwiltshire@publicmgt.com
 2815920439

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

Government Business


 Patrick K Wiltshire, President & CEO
 pwiltshire@publicmgt.com
 2815920439

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

Service Classifications

NAICS Codes

| Primary | NAICS Codes | NAICS Title |
|---------|-------------|--|
| Yes | 541611 | Administrative Management And General Management Consulting Services |

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

| Annual Receipts (in accordance with 13 CFR 121) | Number of Employees (in accordance with 13 CFR 121) |
|---|---|
| \$3,500,000.00 | 15 |

Location

| Annual Receipts (in accordance with 13 CFR 121) | Number of Employees (in accordance with 13 CFR 121) |
|---|---|
| (blank) | (blank) |

Industry-Specific

| Barrels Capacity | Megawatt Hours | Total Assets |
|------------------|----------------|--------------|
| (blank) | (blank) | (blank) |

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

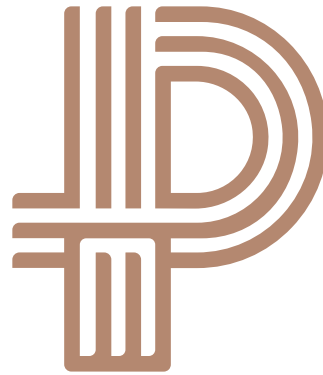
Disaster Response

Yes, this entity appears in the disaster response registry.

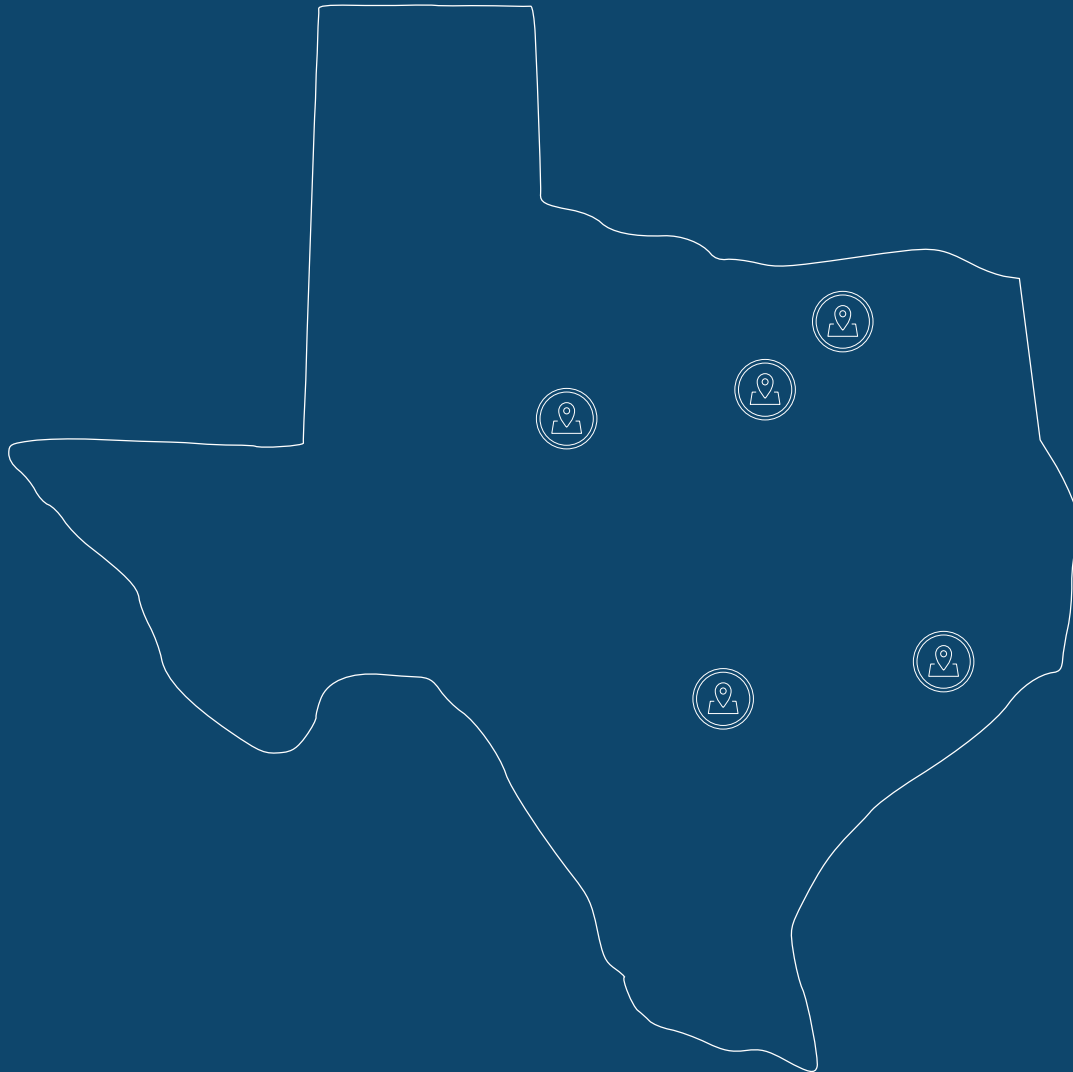
| Bonding Levels | Dollars |
|----------------|---------|
| (blank) | (blank) |

| States | Counties | Metropolitan Statistical Areas |
|--------|----------|--------------------------------|
| Any | (blank) | (blank) |

Albany, Alma, Ames, Anahuac, Andrews County, Aspermont, Aubrey, Ballinger, Bartlett, Baytown, Beaumont, Bells, Benjamin, Bevil Oaks, Blackwell, Breckenridge, Brenham, Bridgeport, Brookshire, Brownwood, Caddo Mills, Campbell, Celeste, Celina, Chambers, County, Clarendon, Clear Lake Shores, Cleveland, Clute, Coleman, Conroe, Cottle County, Crosby County, Crystal City, Columbus, Cuero, Daisetta, Dayton, Deer Park, Devers, Dickinson, Donley, Easton, Eden, Edmonson, El Campo, Eldorado, Electra, Ellis County, Emhouse, Eustace, Fischer County, Floydada, Forsan, Frio County, Frisco, Frost, Gaines County, Galveston County, Garrett, Glenrose, Gordon, Goree, Graford, Grandview, Goldthwaite, Goliad, Gunter, Gustine, Hale County, Hamlin, Hardin, Hardin County, Haskell County, Hempstead, Hico, Higgins, Italy, Jonestwon, Jayton, Jersey Katy, Kemah, Kemp, Kerens, Kress, Kyle, La Marque, La Porte, County, Lipan, Loraine, Lorenzo, Malakoff, Mason, Matador, County, Meadow, Melissa, Montgomery County, Moran, Muleshoe, Munday, Nazareth, New Hope, New Waverly, Oak Ridge North, Old River-Winfree, Olton, Paducah, Paint Rock, Palmer, Panorama Village, Parker County, Pattison, Pecos, Piney Point Village, Plains, Plum Grove, Post, Prairie View, Rankin, Reno, Rhome, Richland, Rio Vista, Roby, Rochester, Roscoe, Rotan, Rule, Sadler, San Saba, San Saba County, Santa Anna, Savoy, Schleicher County, Scurry County, Sealy, Seminole, Shenandoah, Slaton, Sonora, Splendora, Springtown, Spur, Stamford, Stephenville, Stonewall County, Strawn, Sweetwater, Terrell, Tom Bean, Trinity Bay Conservation District, Venus, Walker, Waller County, Washington County, West University Place, Whitewright, Wickett, Willis, Windthorst, Wink, Winters, Wise County, Woodbranch Village, Zavala



WWW.PUBLICMGT.COM



HOUSTON

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Houston, TX 77032
281-592-0439
pwiltshire@publicmgt.com

GRANBURY

201 E. Pearl Street, STE. C205 & C206
Granbury, TX 76048
281-592-0439
jmcadams@publicmgt.com

MCKINNEY

5100 Eldorado Pkwy., Ste. 102
McKinney, TX 75070
281-592-0439
lhoward@publicmgt.com

SAN ANTONIO

P.O. Box 762648
San Antonio, TX 78245
281-592-0439
kcoignet@publicmgt.com

ABILENE

P.O. Box 505
Abilene, TX 79601
281-592-0439
mjimenez@publimgt.com



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Resolution 2024-14 an engineering/architect contract for application preparation and engineering services for a 2024 Texas Parks & Wildlife Local Park Grant.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

During the Strategic Planning process the community desire for a splash pad was identified as a priority. Since then, we have taken appropriate planning steps to pursue this goal including the pursuit of a matching grant through Texas Parks & Wildlife. Staff have attended a workshop presented by TPW. An RFQ for engineering/architectural services contract with a state-registered engineer/architect for application preparation and project implementation services related to a Local Park Grant of TP&W program was advertised and 2submittals were received; Jacob & Martin and eHT.

Scoring of the RFQ results:

| | |
|----------------|------------|
| Jacob & Martin | 290 points |
| eHT | 284 points |

FINANCIAL IMPACT:

We are pursuing a large community grant (\$750K). Rough estimates for the splash pad, pumps, electrical, etc. are between \$500K-\$650K. The City’s match would be paid for from interest proceeds from the Certificates of Obligation 2023.

STAFF Recommendation:

Approve Resolution 2024-14 designating Jacob & Martin to provide engineering/architectural services for the 2024 Texas Parks & Wildlife Grant and authorize the City Manager to negotiate a contract.

REQUEST FOR QUALIFICATIONS

Engineering/Architectural Services

The City of Breckenridge is seeking to enter into an engineering/architectural services contract with a state-registered engineer/architect for application preparation and project implementation services related to a 2024 Local Park Grant of the Texas Parks and Wildlife program. The following outlines this request for qualifications.

- I. Scope of Services - The engineering/architect contract will encompass all application and project-related engineering services to the City of Breckenridge under its 2024 Local Park Grant project, including but not limited to the following:

Phase One

- Application preparation assistance

Phase Two

- Preliminary and final design plans and specifications;
- Park Boundary Survey, as required by TPWD;
- TABA, ADA, and TCEQ compliance requirements;
- Buy America, Build America Act provisions, as required by TPWD;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

- II. Statement of Qualifications - The City of Breckenridge is seeking to contract with a competent engineering/architectural firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Splash pad design, sidewalk design, survey, and other municipal park related projects;
- 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 - Please email your proposal of services and statement of qualifications for the proposed services to the following email address: cnorthrop@breckenridgetx.gov. Proposals must be received by the City no later than **5:00 pm on June 3, 2024** to be considered.

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

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

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](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

Engineer/Architect/Surveyor Rating Sheet

Name of Respondent _____

Date of Rating _____

Evaluator's Name _____

Experience -- Rate the respondent for experience in the following areas:

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Comments</u> <u>Score</u> |
|--|-----------------|---------------------------------|
| 1. Has previously designed _____ type of projects | 20 | _____ |
| 2. Has worked on federally funded construction projects | 15 | _____ |
| 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 | 15 | _____ |
| Subtotal, Experience | 60 | _____ |

Work Performance

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Past projects completed on schedule | 10 | _____ |
| 2. Manages projects within budgetary constraints | 5 | _____ |
| 3. Work product is of high quality | 10 | _____ |
| Subtotal, Performance | 25 | _____ |

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 | _____ |
| 2. Adequacy of Resources | 5 | _____ |
| 3. Professional liability insurance is in force | 5 | _____ |
| Subtotal, Capacity to Perform | 15 | _____ |

TOTAL SCORE

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---------------------|-----------------|--------------|
| Experience | 60 | _____ |
| Work Performance | 25 | _____ |
| Capacity to Perform | 15 | _____ |
| Total Score | 100 | _____ |

RESOLUTION 2024-14

A RESOLUTION OF BRECKENRIDGE, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR THE LOCAL PARKS GRANT PROGRAM THROUGH THE TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD).

WHEREAS participation in the Local Parks Grant Program requires implementation by professionals experienced in the engineering of federally funded and state-funded projects and creation of design and construction 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 federal procurement requirements.

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

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That _____ is selected to provide application and project-related **engineering/architect services** for the Local Parks Grant Program.
- 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 THIS 4TH DAY OF JUNE 2024.

APPROVED:

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

STATEMENT OF QUALIFICATIONS

CITY OF BRECKENRIDGE

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES 2024 LOCAL PARK GRANT OF THE TPWD PROGRAM

JUNE 3, 2024



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





June 3, 2024

City of Breckenridge
Attn: Cynthia Northrop
City Manager
105 N Rose Avenue
Breckenridge, Texas 76424

Re: Request for Qualifications for Engineering Services for 2024 Local Park Grant of the Texas Parks and Wildlife Program

Dear Ms. Northrop:

Enprotec / Hibbs & Todd, Inc. (eHT) is pleased to submit the qualifications of our firm to the City of Breckenridge for consideration to provide professional engineering services for the Texas Parks and Wildlife Department (TPWD) project. We are committed to providing the City with the highest quality of professional services and consulting for this important and timely project. In addition, we have partnered with Masterscapes, a landscape architecture firm based in Abilene, to provide another level of service and expertise for this project.

Our Abilene, Granbury, and Lubbock offices are staffed with highly-skilled engineers, scientists, 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 provided engineering and scientific services to numerous entities and municipalities in the region over the past 35 years, and our company is well staffed to handle your project. eHT appreciates our long-standing relationship with the City of Breckenridge and we have the parks experience that is needed to successfully complete this project. **In fact, eHT has managed multiple projects under an “on-call services contract” to the TPWD since 2016.**

We feel that our firm is best suited to assist the City. Should additional information be desired, please don't hesitate to contact me.

Sincerely,
Enprotec / Hibbs & Todd, Inc.

Sage Diller, PE
Vice President



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- Federally Funded Construction Projects
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PROFILE

Enprotec / Hibbs & Todd, Inc.



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.

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.

MasterScapes



MasterScapes has more than 24 years of experience providing landscape architecture services on a wide range of project types. Our professional staff's extensive experience has positioned us as a leader in landscape architecture & design for the Big Country. This depth of experience enables MasterScapes to provide a proven design approach that has been used successfully to design a variety of projects, large and small.

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!



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)
- 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)

Company Principals

- Scott F. Hibbs, PE, CEO
- Keith P. Kindle, PE, VP
- Scott Yungblut, PE, VP
- Sage Diller, PE, VP
- Colden S. Rich, VP
- Jordan S. Hibbs, PE, President
- Bob Benham, VP of Finance
- Joshua L. Berryhill, PE, VP
- Chris S. Hay, PE, VP

eHT Services

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

Construction Management and Inspection

- Construction Administration and Management
- Peer Review
- Bidding Support
- Start-up Support
- Construction Support
- Resident Construction Inspection

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

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

Geotechnical Engineering

Subsurface Explorations - Borings
 Soil Property Evaluations
 Foundation Recommendations
 Pavement Recommendations
 Roadway and Parking Lot Upgrades

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

Mold Consulting

Sampling and Testing
 Mold Inspection and Assessment
 Mold Remediation Plans

Surveying Services

Boundary, Topographic, Route, ALTA/ACSM, Plats/Maps

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

Asbestos Consulting

Building / Facility Surveys
 Condition Assessments
 Bulk Sample Collection
 Preparation of Operation and Maintenance Programs
 Asbestos Abatement Project Design & Specifications
 Asbestos Abatement Contractor Bid Evaluation
 Abatement Monitoring and Administration
 Hazard Awareness Training and Consulting
 OSHA Compliance Consulting
 AHERA Compliance Consulting
 NESHAP Compliance Consulting

Construction 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



EXPERIENCE Experience with Federal and Grant Programs Past 10 Years

| | |
|--------------------------------|---|
| City of Abilene | 2018 TWDB Water Meter Replacement |
| Acton MUD | 2022 TWDB Wastewater Treatment Plant #1 2022 TWDB Wastewater Treatment Plant #2 |
| City of Alamo | 2022 TWDB Wastewater Treatment Plant |
| City of Albany | 2023 TWDB Water System Improvements 2023 CDBG Street Improvements |
| Arimak WSC | 2023 TWDB Water System Improvements |
| City of Ballinger | 2022 ARPA Water Meter Replacement 2021 CDBG Paving Improvements |
| City of Beeville | 2018 TWDB WTP Improvements |
| City of Big Lake | 2022 ARPA Water System Improvements 2021 CDBG Water Line Improvements 2017 CDBG Water System Improvements |
| City of Blanket | 2022 CDBG Water System Improvements |
| City of Brady | 2022 TWDB and EDAP Radium Reduction Project |
| City of Breckenridge | 2023 CDBG Downtown Revitalization Project 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 |
| City of Brownfield | 2018 TDA Downtown Revitalization Project |
| City of Brownwood | 2024 TPWD Riverside Park 2023 CDBG Water and Sewer 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 |
| City of Coahoma | 2022 USDA RD Wastewater Improvements 2020 CDBG Wastewater Treatment Plant Imp. |
| City of Cool | 2014 CDBG Water System Improvements |
| Corix Utilities - Lometa | 2023 TWDB Lometa Water Treatment Plant |
| Crockett County WCID1 | 2016 CDBG Sewer Line Improvements |
| City of Eden | 2023 TWDB Water System Improvements 2020 CDBG Water Line Improvements 2019 USDA RD Water and Wastewater System 2015 CDBG Water Line Replacement |
| 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 |
| Eastland County (ECWSD) | 2021 GLO Flood Mitigation Improvements 2019 TWDB Water System Improvements 2017 CDBG Water Lines |
| City of Evant | 2016 CDBG Water System Improvements 2014 CDBG Water System Improvements |
| Fisher County | 2021 CDBG Water Line Improvements |
| City of Glen Rose | 2020 CDBG Street and Drainage Improvements 2018 TWDB Collection System Improvements 2016 CDBG Water System 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 |
| Hawley WSC | 2016 CDBG Water System Improvements |
| Hood County | 2021 CDBG Pump Systems 2015 CDBG Sewer System Improvements |
| Johnson County SUD | 2019 TWDB Water System Improvements |
| Jones County | 2016 CDBG Water System Improvements |
| Lake Alan Henry Water District | 2023 USDA RD Water System Improvements |

| | |
|-----------------------|---|
| City of Leakey | 2024 CDBG Downtown Sidewalk Improvements 2023 CDBG System Improvements |
| City of Loraine | 2021 CDBG Water System Improvements 2021 CDBG Comprehensive Plan 2017 CDBG Water System Improvements |
| City of Malone | 2015 TWDB Water System Improvements |
| City of Mason | 2023 CDBG Wastewater System Improvements 2017 TWDB Water Treatment Project |
| City of Mertzon | 2023 TWDB Water Treatment Improvements 2022 TWDB Wastewater Improvements 2016 CDBG Water and WW Improvements |
| City of Mineral Wells | 2017 CDBG Water System Improvements |
| Mullin ISD | 2022 TWDB Water System Improvements |
| City of New Deal | 2019 CDBG Water System Improvements 2018 TWDB Water System Improvements |
| City of Paducah | 2020 TWDB Water System Improvements |
| Parker County SUD | 2023 TWDB Water Treatment Plant 2022 TWDB Water System Improvements |
| Town of Pecos City | 2019 TWDB Wastewater System Improvements |
| Pecos County | 2017 CDBG Water Transmission Line 2014 CDBG Water System Improvements |
| Reagan County | 2022 TxDOT Street Improvements 2021 TxDOT Street Improvements 2020 TxDOT Street Improvements 2016 TxDOT Street Improvements |
| Richmond-Rosenberg | 2014 TWDB Water Treatment Plant |
| City of Robert Lee | 2022 ARPA Project |
| City of Roma | 2022 TWDB Wastewater Treatment Plant 2020 CDBG Paving Improvements 2017 CDBG Paving Improvements 2015 TWDB Regional Water System |
| City of Roby | 2014 CDBG Water System Improvements |
| Rolling Shores Water | 2022 TWDB/FEMA Water System Improvements |
| City of Roscoe | 2021 ARPA Water System Improvements 2019 TWDB Water Distribution Improvements 2016 TWDB Wastewater Collection System |
| Rowena WSC | 2023 TWDB Water System Improvements |
| City of San Angelo | 2019 TWDB Groundwater Supply Project |
| City of Santa Anna | 2022 ARPA Wastewater Improvements 2019 CDBG Wastewater System Improvements |
| Scurry County | 2016 TxDOT Street Improvements |
| City of Seminole | 2022 ARPA System Improvements 2022 CDBG Drainage Improvements |
| City of Slaton | 2024 CDBG Drainage Improvements |
| City of Smyer | 2022 USDA RD Application 2014 CDBG Water and Wastewater |
| City of Sonora | 2022 ARPA Sewer System Improvements |
| City of Spur | 2019 CDBG Water and Sewer Improvements |
| City of Stamford | 2023 CDBG Downtown Revitalization Project 2023 CDBG Water System Improvements 2016 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 |
| City of Tye | 2022 CDBG Water System Improvements |
| ULRMWD | 2022 TWDB Water System Improvements |
| Westbound WSC | 2023 TWDB Water System Improvements |



Riverside Park Improvements City of Brownwood

Splash Pad Engineering Analysis Coahoma Economic Development Council



eHT is providing project management, design, and construction administration for improvements to Riverside Park in Brownwood. Phase I improvements utilized funds from the American Rescue Plan (ARPA) and consist of the demolition of existing roadways, reconstruction of new asphalt roadways, 180-plus designated parking spaces, new road ribbon curbing, fencing, electrical, lighting improvements, landscaping, and a new modern pavilion, as well as expansion of the patio with string lighting, food truck hookups, entrance signage and sidewalk improvements. Phase II improvements will utilize funds from the Texas Parks and Wildlife Department (TPWD) and will include landscaping provided by Masterscapes, additional site amenities, a playground, paved trail improvements, picnic facilities, signage, a rain collection system, restroom improvements, volleyball court improvements, art, and additional lighting.

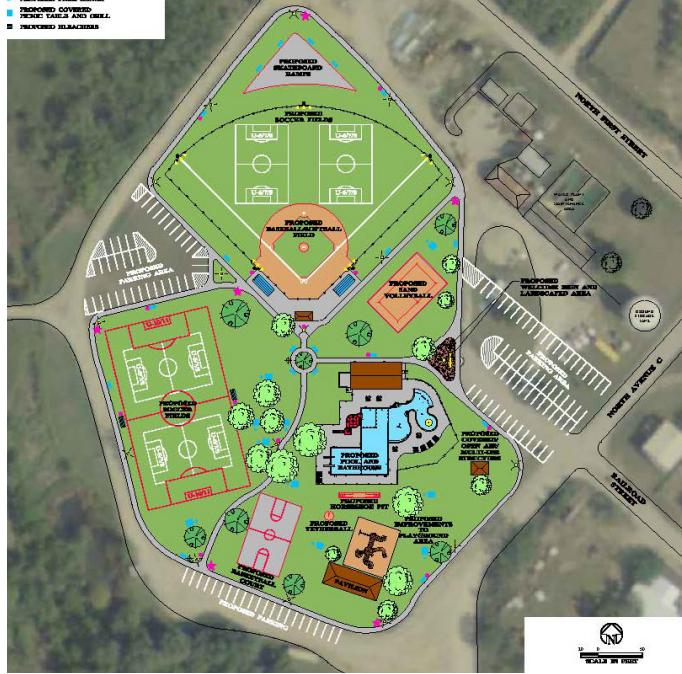
eHT reviewed and analyzed the existing City distribution system and hydraulic model to determine potential impacts for construction of a splash pad and performed calculations to determine potential water demands. During Phase II, eHT reviewed design submittals for disinfection equipment, irrigation pumps, site layout and backflow prevention and assisted during construction and start-up.

Contact: Kelly Seales, Board President, (432) 268-3528

Contact: Marshal McIntosh, Deputy City Manager, (325) 642-2059



Webb Memorial Park City of Albany



eHT provided project management and design for this \$4.3 million dollar project which included a new municipal pool and bathhouse, multi-purpose trail, baseball and softball fields, skate park, playground, outdoor basketball court, group picnic shelters and a soccer field, as well as athletic field lighting.

The 5,392 square foot pool included a theme park type water slide, water play features, diving facilities and lap swimming areas. The pool and the 1,940 square foot bathhouse were designed and built in accordance with ADA requirements.

Contact: Billy Holson, City Manager, (325) 762-3133



Memorial Park City of Granbury



eHT provided project management and design to convert undeveloped City-owned property for use as the Volunteer Firefighter’s Memorial Park with paved parking, ancillary structures and site improvements.

Contact: Rick Crownover, Assistant City Manager, (817) 573-7030

Hewlett Park Hike and Bike Trail City of Granbury



eHT provided management and design for the extension of sidewalk from an existing sidewalk extending to East Bridge Street. The sidewalk was designed 5-feet wide for pedestrian and bicycle traffic. The project met all applicable standards and regulations and connected an existing trail to Hewlett Park to allow for continuity between City parks.

Contact: Rick Crownover, Assistant City Manager, (817) 573-7030



**Moments in Time Hike and Bike Trail
City of Granbury**



eHT provided planning and design of an 8-foot-wide concrete trail traversing 2.17 miles from the Granbury Regional Airport to Shanley Park, north of the historic downtown square. Along the trail, nine plaques are displayed and dedicated to various historical people, places, and attributes of the City of Granbury.

Contact: Rick Crownover, Assistant City Manager, (817) 573-7030



**Municipal Swimming Pool
City of Eastland**



eHT provided project management, design and construction management and inspection for a new recreational pool that included water slides and interactive water play features, reinforced concrete decking, a beach entry kiddie pool and shade canopies. eHT performed hydraulic design of recirculation and filtration systems and provided project management, design, and construction inspection.

Contact: JJ Oznick, City Manager, (254) 629-8321



**Abilene Zoo New Entry Plazas
City of Abilene**



MasterScapes provided planning, design, and construction services for the new entry plazas at the Abilene Zoo. Design included the layout of the entry plaza and seating areas, paving design, and planting design. The project was a collaboration with Title Luther Partnership, AIA (now Parkhill Architects)

Contact: Parkhill Architects: (325) 673-8178

**Abilene Zoo Elm Creek Backyard Exhibit
City of Abilene**



MasterScapes provided the layout and design for the creek portion of the Elm Creek Backyard Exhibit at the Abilene Zoo, including designing and creating a realistic and natural looking creek bed out of shotcrete. Design also included an intricate and regionally accurate planting design to further enhance the user experience within the exhibit. The project was a collaboration with Tim McClarty, AIA.

Contact: Tim McClarty, AIA, (325) 698-3860



**Redbud Park Walking Trail Center Plaza and Trailhead
City of Abilene**



MasterScapes provided planning, design, and construction services for the Redbud Park Walking Trail Center Plaza and Trailhead, including the layout for the plaza trailhead, including the design of a grass berm, oval trail, seating areas, tree wells, and planting design.

Contact: Bob Cheatham, City Parks Superintendent, (325) 676-6217 (now Lesli Andrews or Richard Rodgers- same number)



The Thicket at Harmony Recreation Center City of Spring



Mr. Eilers provided design services for the development of The Thicket at Harmony, a \$3.5 million dollar recreation center within the Harmony master planned community in Spring, Texas. The project scope included the design and layout of the pool, splash pad, club house (in collaboration with architect), playground, event lawn, parking, trails, and ornamental planting. Professional services included all phases of design from predesign through construction observation and bid phase services. The project was completed by Mr. Eilers while with another firm.

Contact: Bob Douglas (Grand Central Park Vice President & General Manager), The Johnson Development Corporation, (936) 282-5135



Harmony Creek Recreation Center City of Spring

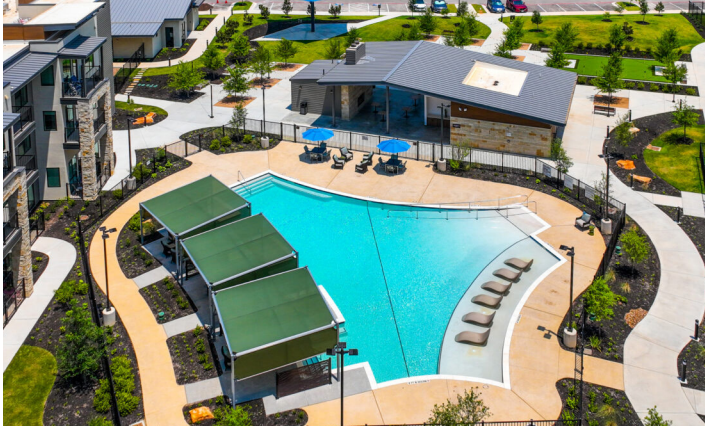


Mr. Eilers provided design services for the development of Harmony Creek Park and Recreation Center, a \$3 million dollar recreation center within the Harmony master planned community in Spring, Texas. The project scope included the design and layout of the pool, splash pad, pavilion with restrooms, playground, basketball court, tennis courts, event lawn, parking, trails, and ornamental planting. Professional services included all phases of design from predesign through construction observation and bid phase services. The project was completed by Mr. Eilers while with another firm.

Contact: Bob Douglas (Grand Central Park Vice President & General Manager), The Johnson Development Corporation, (936) 282-5135



The Thicket at Harmony Recreation Center City of Spring



Mr. Eilers provided design services for the development of The Hacienda at Georgetown, a \$115 million dollar plus resort style retirement community in Georgetown, Texas. The project scope included the design and layout of a pool with private cabanas, water features, fire pits, stage and event space, courtyards, dog park, auto court, trails, putting greens, bocce ball courts, and ornamental planting. Professional services included all phases of design from predesign through construction observation and bid phase services. Work completed in collaboration with team of design consultants, led by REES Architects. The project was completed by Mr. Eilers while with another firm.

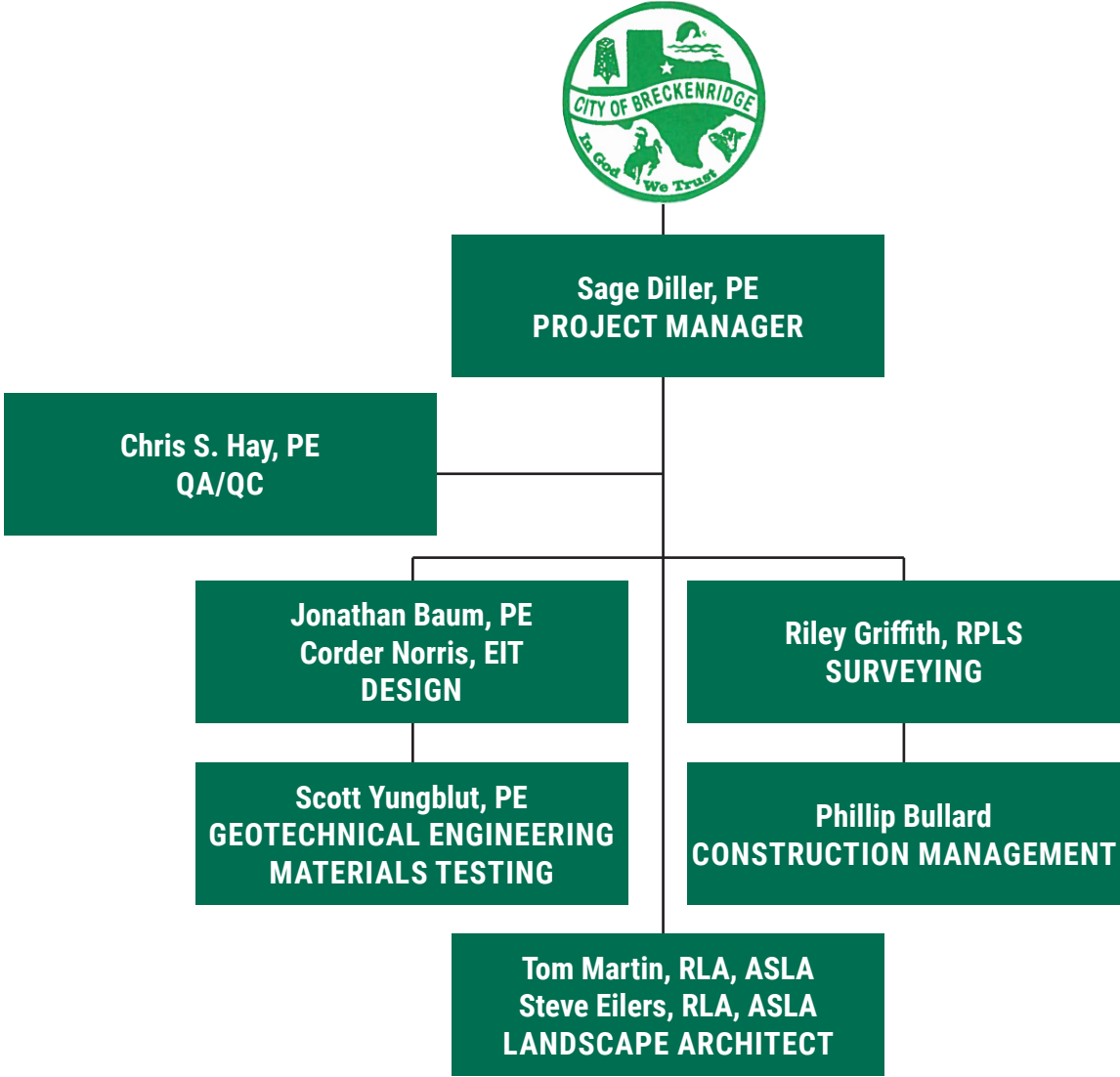
Contact: Tiffany Cobern (Director of Seniors Housing Operations) MedCore Partners, (214) 443-8300



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 TPWD-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 23 years of experience in project design, management and construction oversight on a wide range of projects for municipal, state and private entities. His past projects have included municipal water and sewer systems, groundwater wells and storage facilities, state and county roadways and private developments. In addition to design and construction management, Mr. Diller has extensive experience assisting clients in applying for grant/loan funding through various funding agency programs, including Texas Water Development Board DWSRF and CWSRF, USDA Rural Development, Texas Department of Agriculture CDBG and DTR and TxDOT Utility Relocation and TAP Programs.

Mr. Diller has assisted clients with drought related planning projects that have included water conservation, water supply options and improved water system efficiency options. Each project has included close client interaction, reports outlining possible alternatives, funding agency assistance and regulatory agency interaction.

PROJECT EXPERIENCE

- **TPWD Riverside Park Improvements, City of Brownwood:** Project Manager for improvements to Riverside Park utilizing funds from the American Rescue Plan (ARPA). The project consists of the demolition of existing roadways, reconstruction of new asphalt roadways, 180-plus designated parking spaces, new road ribbon curbing, fencing, electrical, lighting improvements and a new modern pavilion, as well as expansion of the patio with string lighting, food truck hookups, entrance signage and sidewalk improvements.
- **Splash Pad Engineering Analysis, Coahoma Economic Development Council:** Project Manager for the review and analysis of the existing City distribution system and hydraulic model to determine potential impacts for construction of a splash pad and the performance of calculations to determine potential water demands. During Phase II, Mr. Diller reviewed design submittals for disinfection equipment, irrigation pumps, site layout and backflow prevention and assisted during construction and start-up.
- **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.
- **USDA RD Drainage, Paving and Utilities Project, City of Breckenridge:** Project Manager for roadway rehabilitation including roadway excavation, new base material, grading, compaction, new hot mix asphalt and concrete pavement and new concrete curb and gutter. A storm drainage system was installed as well. The project also included the installation of new water and sewer lines.



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.
Vice President
Abilene, Texas
2007 - present



Chris S. Hay, PE QA/QC

PROFESSIONAL EXPERIENCE

Mr. Hay has 17 years of experience with a particular focus on civil and municipal projects. His experience includes planning, design and project management in the areas of water distribution and transmission, wastewater collection and conveyance, roadway and drainage improvements and various park and recreational improvements including multi-purpose trails. He has worked with various funding agencies on different projects including the Texas Water Development Board (TWDB), Texas Department of Agriculture (TDA), Texas Parks and Wildlife Department (TPWD) and United States Department of Agriculture (USDA).

PROJECT EXPERIENCE

- **CDBG Street and Drainage Improvements, City of Glen Rose:** Mr. Hay provided project management for street and drainage improvements along approximately 780 linear feet of 4th Street including installation of new curb and gutter and 540 linear feet of storm drain and a detention pond. The project utilized funding from the Texas Department of Agriculture (TDA) Community Development Block Grant (CDBG) Program.
- **Moments in Time Hike and Bike Trail, City of Granbury:** Mr. Hay provided planning and design of an 8-foot-wide concrete trail traversing 2.17 miles from the Granbury Regional Airport to Shanley Park, north of the historic downtown square. Along the trail, nine plaques are displayed and dedicated to various historical people, places and attributes of the City of Granbury.
- **Travis Street Bridge Utility Support Replacement, City of Granbury:** During a significant storm event, a high flow event occurred causing destruction of a concrete support at an aerial utility crossing over Lambert Branch near the Travis Street Bridge in Granbury. Mr. Hay provided project management for utility support replacement and managed installation of a concrete support structure under the US Army Corps of Engineers Nationwide Permit No. 3 (NWP3), which authorizes the repair or replacement of structures destroyed or damaged by storms, floods, or other discrete events.
- **Hewlett Park Hike and Bike Trail, City of Granbury:** Mr. Hay provided management and design for the extension of a sidewalk from an existing sidewalk extending to East Bridge Street. The sidewalk was designed 5-feet-wide for pedestrian and bicycle traffic. The project met all applicable standards and regulations and connected an existing trail to Hewlett Park to allow for continuity between City parks.
- **Plaza Drive Project, City of Granbury:** Mr. Hay provided project management and design for 12,500 square yards of concrete pavement, 2,100 linear feet of 8-inch sewer line and 390 linear feet of 4-inch force main, as well as 2,115 linear feet of 10-inch water line and 220 linear feet of 8-inch water line. The project included 150 square yards of driveway.



EDUCATION

Bachelor of Science, Civil Engineering, Texas A&M University, 2007

REGISTRATIONS

Registered Professional Engineer – Texas #111453, 2012

PROFESSIONAL/CIVIC ORGANIZATIONS

American Waterworks Association, Texas Branch

CERTIFICATIONS/EDUCATION

InfoSWMM Sewer System Modeling
H2OMap Water Distribution Modeling
H2OSurge Transient Modeling
InfoWater Water Distribution Modeling
Innovyze Advanced Water Training
Site Engineering and Land Development Software
eHT Leadership Development Program

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Vice President
Granbury, Texas
2013 - present
Johnson and Pace, Inc.
Project Manager
Tyler, Texas
2012 - 2013



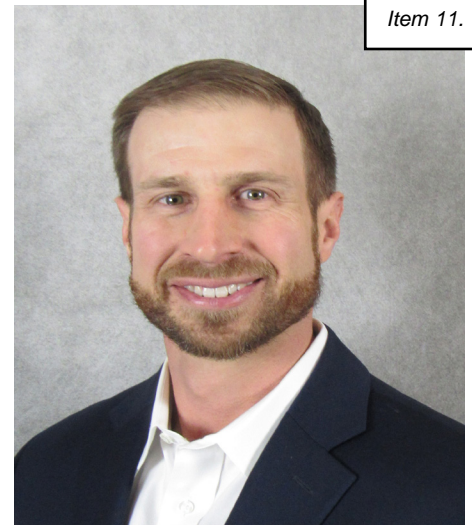
Jonathan Baum, PE Design

PROFESSIONAL EXPERIENCE

Mr. Baum has 20 years of 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.

PROJECT EXPERIENCE

- **Trunk Sanitary Sewer Line Replacement, City of Huntsville:** Project Manager for installation of approximately 4.6 miles of trunk main that serves the AJ Brown Wastewater Treatment Plant (WWTP), which is owned and operated by the City of Huntsville. The project included installation of approximately 1.1 miles of 48-inch PVC sewer line and 3.5 miles of 42-inch PVC sewer line. The project also included approximately 72 pre-cast concrete manholes and 15 branch connections.
- **Water Lines, Phase I, II and III, City of Missouri City:** Mr. Baum provided engineering design for the construction of transmission lines to carry treated water from the City's new surface water treatment plant (SWTP) to utility districts for distribution. Construction consisted of traditional open cut trench, as well as trenchless methods such as horizontal directional drilling, bore and jack and tunneling. There were several major obstacles along the path such as creek crossings, existing pipelines and a road and railroad crossing. The use of trenchless installation methods allowed the new transmission lines to be constructed without interrupting or damaging existing obstacles. To the south of the SWTP, 12,900 linear feet (LF) of 30-inch PVC line was constructed to reach Sienna Plantation Water Plant #1. Additionally, 6,680 LF of 10-inch PVC line was constructed along a parallel route. The pipeline functioned as an irrigation line to transport reuse water from the SWTP to the lake system in Sienna Plantation. To the north of the SWTP, 7,585 LF of 36-inch PVC line was constructed to a future Fort Bend Toll Road extension. From this location, the line was branched off for a future extension and then continued for another 3,615 LF as a 16-inch PVC line to reach Sienna Plantation Water Plant #2. A second line along this route consisted of 9,050 LF of 16-inch PVC line to the existing Well #5 in Sienna Plantation. The water from this well was used as a back-up supply source for the SWTP and could also be used as an aquifer storage and recovery line in the future. These transmission lines were adequately sized to allow for future extensions to the other utility district water plants in the area as the SWTP is expanded. Phase II of the project included expansion of the transmission system to Fort Bend County MUDs 46, 149 and 115/129. Transmission lines ranged in size from 8-inch to 36-inch.
- **Hogan-Wadley Elevated Storage Tank Improvements, City of Midland:** Mr. Baum provided engineering design for an elevated storage tank to provide storage and pressure in the project area. The project included construction of new yard piping and inlet riser pipe for the tank, including piping, flow control valve, flow meter and appurtenances.



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



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

- **TPWD Riverside Park Improvements, City of Brownwood:** Design Engineer for improvements to Riverside Park utilizing funds from the American Rescue Plan (ARPA). The project consists of the demolition of existing roadways, reconstruction of new asphalt roadways, 180-plus designated parking spaces, new road ribbon curbing, fencing, electrical, lighting improvements and a new modern pavilion, as well as expansion of the patio with string lighting, food truck hookups, entrance signage and sidewalk improvements.
- **East North 10th and Maple Street Paving and Drainage, City of Abilene:** Design Engineer for roadway improvements including approximately 8,080 linear feet of hot mix asphalt and reconstructing and widening approximately 6,260 linear feet of roadway. The project included a five-lane roadway, two lanes in each direction and one turning lane, and the addition of a sidewalk along the south side of EN 10th Street, as well as the incorporation of design that will allow for a future sidewalk to be constructed along the North side of the roadway. The project incorporated a new curb and gutter system.
- **New Batting Cages, Hardin-Simmons University:** Design Engineer for site grading and drainage for batting cages for the university. The project was compliant with the Texas Accessibility Statute (TAS) guidelines.
- **Industrial Park All Weather Road, City of Eden:** Design Engineer for approximately 5,000 square yards of new flexible base material to construct a 15-foot-wide all weather road. The project included grading and drainage ditches and structures.



EDUCATION

Bachelor of Science, Civil Engineering, Angelo State University, 2021

REGISTRATIONS

Engineer in Training

PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Civil Engineers
Angelo State Ramgeers

PROFESSIONAL ENDEAVORS

Enprotec / Hibbs & Todd, Inc.
Staff Engineer
Abilene, Texas
2022 - present

Harding Earthworks
Project Engineer Intern
San Angelo, Texas
2020 - 2022

Cutter's Landscaping
Job Site Manager
Austin, Texas
2018 - 2019

Chambers Welding and Construction
Construction Hand
Coleman, Texas
2017 - 2018



Tom Martin, RLA, ASLA

Landscape Architect

PROFESSIONAL EXPERIENCE

For the past four decades, Mr. Martin has practiced landscape architecture for both public and private entities. He started his career in private practice at a small design firm in Dallas, before spending ten years with the City of Abilene Parks Department. In 2000, he transitioned back to private practice and has spent the past 24 years building the landscape architecture division at MasterScapes. He has strong analytical and design skills and has an extensive working knowledge of ornamental and native plant materials. He also has cultivated an expertise in practical design implementation and construction methods. Throughout his career, Mr. Martin has created and delivered unique design solutions on a wide range of projects. His experience ranges from upper end residential projects in the Park Cities in Dallas, municipal projects for the cities of Abilene, Albany, and Breckenridge as well as numerous garden projects for private residences, estates and ranch projects in the Abilene area and surrounding region.

PROJECT EXPERIENCE

- Breckenridge Corner Park (N Breckenridge Ave & W Walker St), Breckenridge, TX
- TPWD Riverside Park Improvements, Brownwood, TX
- Walking Through History – Rails to Trails Conversion Grant Project (w/ e-HT), Albany, TX
- Abilene Zoo Elm Creek Backyard (Collaboration w/ Tim McClarty, AIA), Abilene, TX
- Abilene Zoo New Entrance (w/ Parkhill Architects), Abilene, TX
- Red Bud Park Master Plan, Parking, Plaza, & Playground Layout, Abilene, TX
- Nelson Park Playground Play Structure, Abilene, TX
- Scarborough Park Play Structure, Abilene, TX
- Play Area at Allen Ridge Shops & Restaurants, Abilene, TX
- Bahama Bucks at Allen Ridge Shops & Restaurants, Abilene, TX
- Taylor Elementary School, Abilene, TX
- Austin Elementary School, Abilene, TX
- Coleman County State Bank, Abilene, TX
- Abilene Christian University, Various Projects, Abilene, TX



EDUCATION

Bachelor of Science, Landscape Architecture, Texas A&M University, 1984

REGISTRATIONS

Registered Landscape Architect, Texas #1632,1990

PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Landscape Architects
Texas ASLA Chapter



Steve Eilers, RLA, ASLA

Landscape Architect

PROFESSIONAL EXPERIENCE

Mr. Eilers has practiced landscape architecture for the past twelve years. The first ten years of his career was spent in Houston working for large landscape architecture and multi-disciplinary design firms, before coming to MasterScapes in 2022. He is recognized for his strong technical skills as well as his ability to understand his client's needs and objectives and bring them to life with innovative, but practical design solutions. He has designed, produced, and managed a broad range of large-scale projects for both public and private clients, including master-planned communities, corporate campuses, municipal parks and trails, mixed-use developments, higher education campuses, healthcare facilities, commercial developments, transportation enhancements, pedestrian and vehicular bridge aesthetics, and private residences. His diverse background has fostered a well-rounded approach to solving complex project challenges.

PROJECT EXPERIENCE

- TPWD Riverside Park Improvements (City of Brownwood), Brownwood, TX
- Harmony Creek Park & Recreation Center (Playground, Pool & Splash Pad), Spring, TX
- The Thicket at Harmony Recreation Center (Playground, Pool & Splash Pad), Spring, TX
- Harmony Master Planned Community Trails & Entry Monumentation, Spring, TX
- Tuscan Lakes Park (Playground & Splash Pad), League City, TX
- Tuscan Lakes Master Planned Community Trails & Entry Monumentation, League City, TX
- Siena Estates Park (City of Bryan), Bryan, TX
- Shenandoah Toddler Park (City of Shenandoah), Shenandoah, TX
- Suar Land Ditch 'H' Trail (City of Sugar Land), Sugar Land, TX
- Brazos River Park Landscape (City of Sugar Land), Sugar Land, TX
- McMurry University Garrison Student Center, Abilene, TX
- McMurry University Mabee Dinig "Backyard", Abilene, Tx
- The Sanctuary at Bluejack National Golf Club (Rec Center Pool & Landscape), Montgomery, TX
- The Hacienda at Georgetown, Georgetown, TX



EDUCATION

Bachelor of Science, Sociology,
Abilene Christian University, 2007

Bachelor of Landscape Architecture,
Oklahoma State University, 2012

REGISTRATIONS

Registered Landscape Architect,
Texas #3138, 2016

PROFESSIONAL/CIVIC ORGANIZATIONS

American Society of Landscape
Architects

Texas ASLA Chapter



Scott Yungblut, PE

Geotechnical Engineering and Materials Testing

PROFESSIONAL EXPERIENCE

Mr. Yungblut has 30 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 Projects

- Skate Park Subsurface Exploration, City of Breckenridge
- Breckenridge TSTC West Texas Campus
- First Baptist Church, Breckenridge
- TPWD Brownwood Riverside Park, City of Brownwood
- Webb Memorial Park, City of Albany
- Harmon Park, City of Stamford
- Hike and Bike Trail, City of Granbury
- 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 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

- **TPWD Riverside Park Improvements, City of Brownwood:** Construction Manager for improvements to Riverside Park utilizing funds from the American Rescue Plan (ARPA). The project consists of the demolition of existing roadways, reconstruction of new asphalt roadways, 180-plus designated parking spaces, new road ribbon curbing, fencing, electrical, lighting improvements and a new modern pavilion, as well as expansion of the patio with string lighting, food truck hookups, entrance signage and sidewalk improvements.
- **TxDOT Sanitary Sewer Utility Relocation, City of Breckenridge:** Construction Manager for the installation of a new sanitary sewer main line, sewer services, manholes, asphalt repair and traffic control.
- **TWDB DWSRF Contract D - Water System SCADA Improvements, City of Sweetwater:** Construction Manager for a 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:** Construction Manager for the 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:** Construction Manager for the installation of new water mains, gate valves, fire hydrants, water services and asphalt repair.



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 eHT 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

- Downtown Sidewalk Improvements, City of Breckenridge
- DWSRF Water System Improvements, City of Breckenridge
- ARPA Water Meter Replacement, City of Breckenridge
- ARPA Prison Lift Station Rehabilitation, City of Breckenridge
- First Baptist Church Breckenridge
- Riverside Park, City of Brownwood
- Southeastern Freight Line Expansion, Erikson Building Companies
- 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



EDUCATION
Bachelor of Science, Horticulture
Texas A&M University, 1993

REGISTRATIONS
Registered Professional Land Surveyor – Texas #4683, 2006; OK #1662

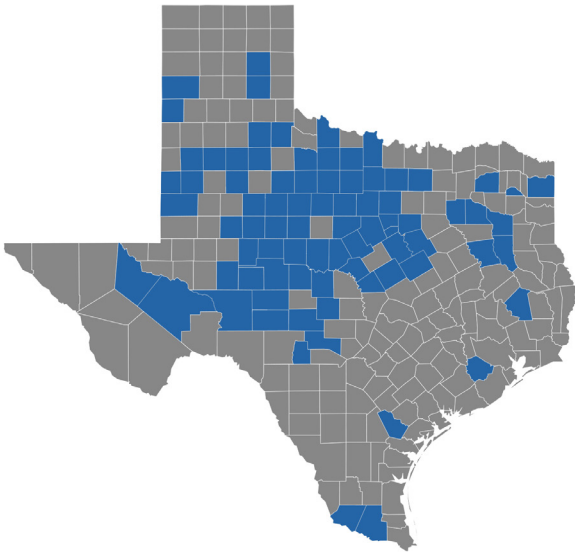
PROFESSIONAL ENDEAVORS
Enprotec / Hibbs & Todd, Inc.
Survey Department Manager
Abilene, Texas
2017 - present
RG Surveying, Inc.
Owner
2015 - 2017
West Company of Abilene Land Surveying
Managing RPLS
2006 - 2015



WORK PERFORMANCE

Regional Funded Projects

We have provided engineering services for a large part of Texas for state and federally 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.



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 35 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 drawings.

Our "commitment" to cost control is best illustrated with our water / wastewater treatment projects.



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 state and federally 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 TPWD protocol and a Strategic Decision Group.

Strategic Decision Group. eHT has informally implemented a Strategic Decision Group on each of our TPWD-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 Basis of Design Report (BODR) 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: Basis of Design Report

A. Consult with the Client to determine specific needs and requirements.

B. Prepare a basis of design 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 BODR and preliminary engineering findings, eHT will 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.

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 TPWD-funded projects including specific milestone dates set forth by the funding agency.



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
Chief Executive Officer



REGISTRATION



SYSTEM FOR AWARD MANAGEMENT



ENPROTEC / HIBBS & TODD, INC.

| | | |
|---|---|--|
| Unique Entity ID DLNUVLRUVW17 | CAGE / NCAGE 0HLV8 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Oct 25, 2024 | |
| Physical Address 402 Cedar ST Abilene, Texas 79601-5734 United States | Mailing Address P.O. Box 3097 Abilene, Texas 79604-3097 United States | |

Business Information

| | | |
|---|--|-----------------------------------|
| Doing Business as (blank) | 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 Oct 30, 2023 | Submission Date Oct 26, 2023 | 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



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, Vice President

Printed Name and Title of Contractor's Authorized Official

June 3, 2024

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 Diltz*

Signature of vendor doing business with the governmental entity

June 3, 2024

Date





PROFESSIONAL ENGINEERING SERVICES

2024 TEXAS PARK AND WILDLIFE DEPARTMENT | PARK IMPROVEMENTS



CITY OF BRECKENRIDGE



3465 Curry Lane
Abilene, TX 79606
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908 S. Main Street, Suite 100
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4920 S. Loop 289, Suite 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



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06-03-2024

City of Breckenridge
Attn: Cynthia Northrop, MPA, CPM, City Manager
105 N Rose Ave.
Breckenridge, Texas 76424

RE: 2024 Local Park Grant | TPWD

Members of the Selection Committee:

JACOB | MARTIN is pleased to respond to the Request for Qualifications for the City of Breckenridge’s 2024 TPWD Local Park Grant Project. 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 codes below with your phone’s camera. Please contact me directly if you have any questions or if you need any additional information.

Regards,

Kirth Harle, PE
Senior Principal Engineer
kirth@jacobmartin.com
325.695.1070



Municipal Testimonial



AYSA Testimonial



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Section 1: Ability to Provide Service



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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

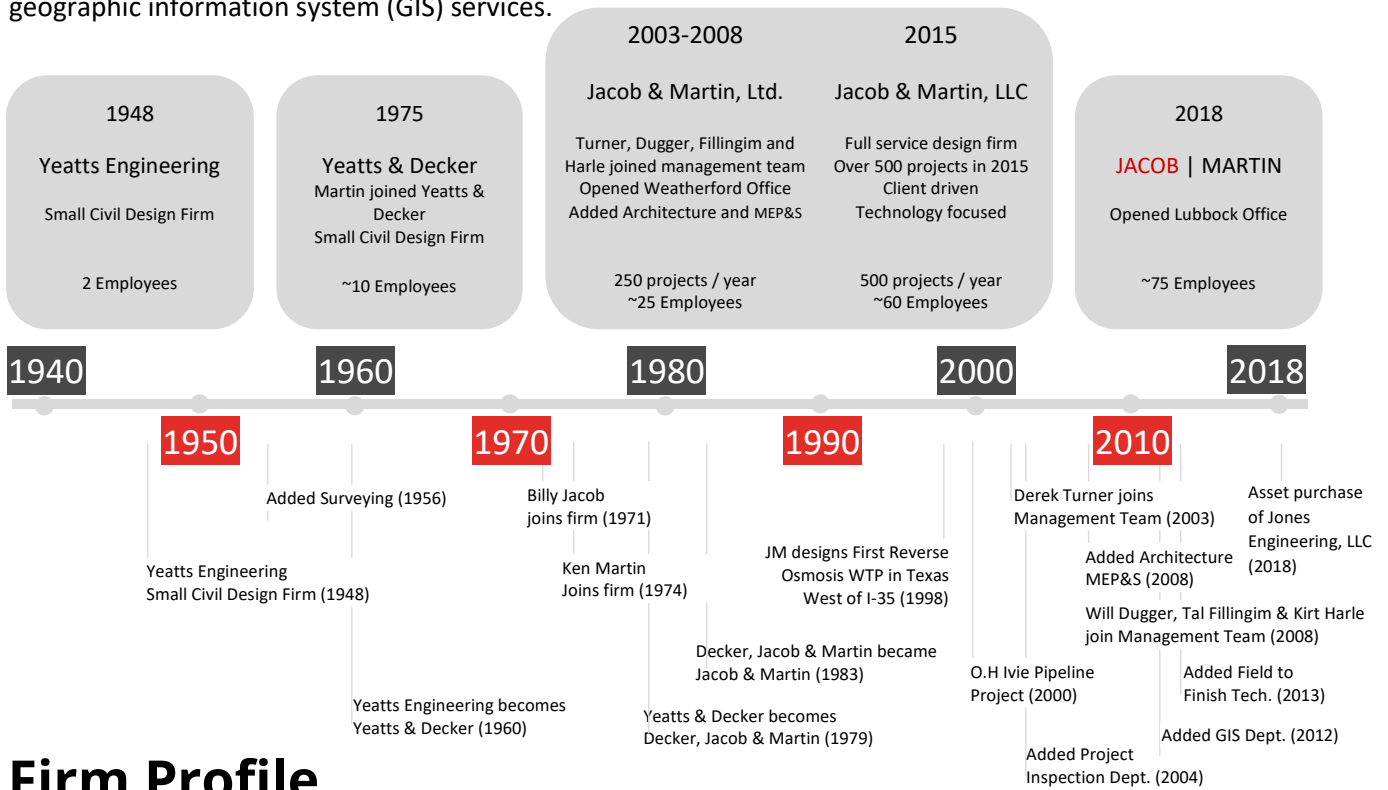


GIS



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
Emma Meek, EIT
Project Manager
(325) 695-1070
emeek@jacobmartin.com

Firm Registrations

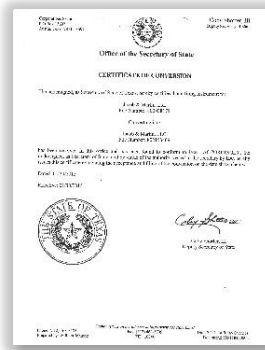
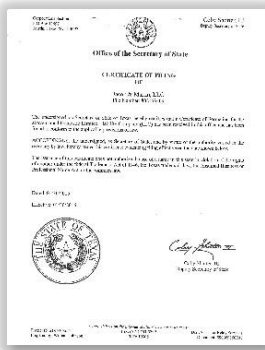
TBPE Firm #: 2448 | TBAE Firm #: BR 2261 | TBPELS Firm #: 10194493

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.



Range of Services and Capabilities

CIVIL ENGINEERING

- Environmental Permitting
- Floodplain Management
- Land Development
- Paving Rehabilitation
- Regional Utility Studies
- Site Design
- Street and Roadway Design
- Storm Water Facilities
- Structural Design
- Thoroughfare Planning Studies
- Wastewater System Infrastructure
- Water System Infrastructure
- Water, Wastewater, & Storm Water Master Plans
- Water & Wastewater Treatment

ARCHITECTURE & DESIGN SERVICES

- Campus Master Planning
- Commercial/Residential/Retail/Mixed-Use Design
- Design Guidelines
- Design Visualization Services
- Feasibility Studies
- K-12 Education/Higher Education
- Public Facilities
- Municipal Facilities
- Renovation & Additions
- Historic Preservation
- Adaptive Re-Use

GOVERNMENTAL CONSULTING

- Capital Improvement Planning
- Construction Standards & Specifications
- Corps of Engineers, TCEQ, & FEMA Requirements
- Grant/Loan Applications
- Plan, Site Plan, Zoning & Plat Reviews
- Roadway Alignment Studies
- Street Condition Evaluations
- Subdivision Ordinances
- Zoning & Platting Requirements

CONSTRUCTION ENGINEERING INSPECTION

- Bid Phase Services
- Constructability Analysis
- Construction Staking
- Contract Administration
- Field and Change Orders
- Materials QA/QC
- Project Records to support Agency Audits
- Project Survey Controls
- Quantity Accounting and Contractor Payments
- Record Drawings
- Value Engineering

RIGHT-OF-WAY ACQUISITION

- Property Acquisitions through Negotiations
- Route Feasibility Studies and Analysis
- Surveys, Right-of-Way Maps, Legal Descriptions

ELECTRICAL ENGINEERING

- Design & Analysis of Electrical Systems
- Power distribution system design
- Lighting System design
- Load calculations and demand analysis
- Equipment selection and specification
- Safety assessments and compliance with codes and standards
- System troubleshooting and diagnostics
- Efficiency and conservation measures
- Backup Power Design & Analysis

LANDSCAPE ARCHITECTURE AND PLANNING

- Comprehensive Master Plans
- Land Development Planning
- Landscape Design
- Park & Trail Design
- Parks, Recreation & Trails Master Plans
- Streetscape Design

LAND SURVEYING AND MAPPING

- Computerized Mapping
- Construction Staking
- Design & Topographic Surveys
- Geographic Information Systems (GIS)
- Global Positioning System Surveying (GPS)
- Land, Easement, & Right-of-Way Surveys
- Monumentation
- Platting
- Right-of-Way, Property, & Easement Document Preparation

WATER RESOURCES (H&H)

- Hydrologic Studies (HEC-HMS)
- Hydraulic Studies (HEC-RAS)
- Drainage Infrastructure Design
- Storm Water Master Plans/Studies
- Detention/Retention Pond Analysis and Design
- Stream Rehabilitation & Bank Stabilization
- Municipal Floodplain Administration
- FEMA Floodplain Mapping and Permitting
- NPDES Phase II Storm Water Compliance Permitting
- NPDES Stormwater Construction Inspection
- Water Supply Yield Studies

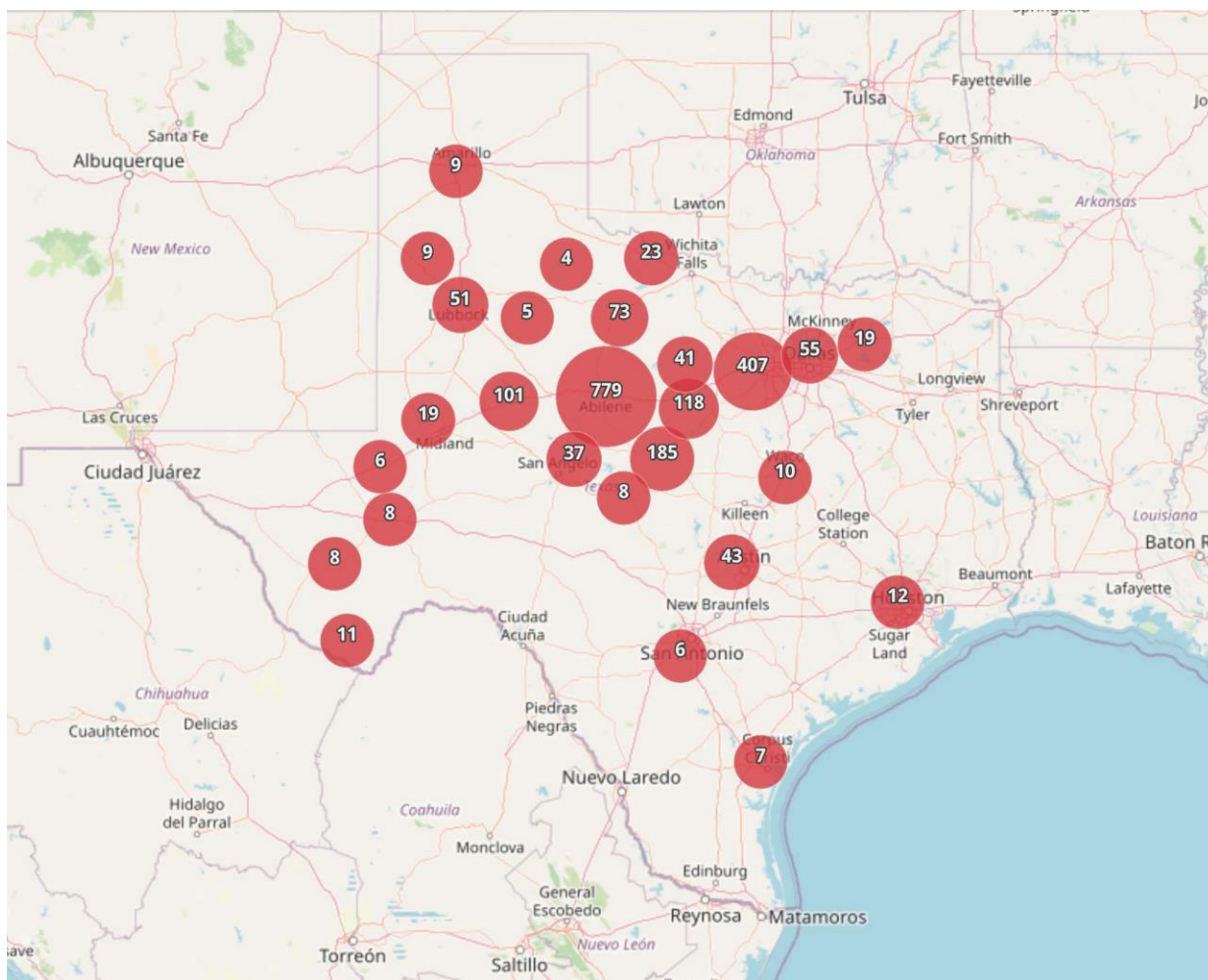
SITE AND LAND DEVELOPMENT

- On-Site & Off-Site Engineering
- Site Planning
- Site Assessments
- Grading
- Drainage Studies & Storm Drainage Design
- Parking Lot & Roadway Design
- Floodplain Studies & Reclamation
- Storm Water Pollution Prevention Plans
- FEMA Mapping & 404 Permitting
- Water & Sanitary Sewer Design
- Detention/Retention Pond Design
- Off-Site Water & Sanitary Sewer Extensions
- Perimeter Road & Drainage Improvements



Regional Projects

JACOB | MARTIN understands the services required to execute this project successfully. For 75 years, we have worked with rural municipalities and small rural water systems to deliver successful projects for their communities. We have executed countless Federally funded projects for numerous grants and/or funding programs including Community Development Block Grant Funding, DRP, TCF, STEP, and Colonia as well as TWDB, ARPA, and USDA funded projects. We are also highly competent and efficient at the administrative procedures, contract documents, funding approval and construction administration requirements necessary to deliver a successful project for the Owner, other stakeholders, and funding agencies involved. **JACOB | MARTIN** has worked on multiple federally funded construction projects across the State of Texas. Below is a sample of projects completed across Texas over the last several years (2015+). We are proud to say we are familiar with the West Texas region. With offices in multiple locations, we are able to serve communities across the state.





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Section 2: Project Approach



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"I enjoyed working with JACOB | MARTIN. During the time they helped me manage our small project, they never made us feel small. We always felt like we were their #1 priority, and they treated us as if we were their most important customer."

-Mr. Dade Cosby, Superintendent Cross Plains ISD

MANAGEMENT TEAM

SENIOR PRINCIPALS

Derek Turner, PE, CFM
Kirt Harle, PE
Tal Fillingim, PE
Will Dugger

PRINCIPALS

Allen Phillips, PE
Clayton Farrow, PE

MUNICIPAL ENGINEERING TEAM

ABILENE OFFICE

Kirt Harle, PE
Senior Principal

Tal Fillingim, PE
Ken Martin, PE
Cory Higgins, PE
Tristan King, PE
Emma Meek, EIT

WEATHERFORD OFFICE

Derek Turner, PE, CFM
Senior Principal

Nic Kirk, PE
Cruz Trujillo, EIT
Kristy Griffiths

LUBBOCK OFFICE

Allen Phillips, PE
Principal

Josh Baker, EIT
Jeff Burns

BOERNE OFFICE

Luke Van Diest, PE
Associate Principal

SAN ANGELO OFFICE

Andy Vecellio, PE
Team Leader

LAND DEVELOPMENT TEAM

Tal Fillingim, PE
Senior Principal

Clayton Farrow, PE
Principal

Jax Pimentel, EIT
Wiley Haydon, PE
Damien Butterfras, EIT
Ruben Madrid
Santiago Medina

ARCHITECTURAL TEAM

William Duncan, AIA, NCARB
Associate Principal

Richard Flores, AIA, NCARB
Tyser Robertson, AIA, NCARB
Priscila Ruiz-Beck, Assoc., AIA
Tim Hopkins, AIA, RID
Mariel Delgado, RID, NCIDQ
Adelaide Hopkins
Jase Higgins

ENVIRONMENTAL ENGINEERING TEAM

David Hudson
Team Leader

Kirt Harle, PE
Allen Phillips, PE
Charles Keith
Sarah Fernandez

STRUCTURAL TEAM

Sam Hurley, PE
Team Leader

Richard Cordero

SURVEYING TEAM

Lee Rosenbaum, RPLS
Associate Principal

Mark Brown, RPLS
Lindsay Gyax, RPLS
Logan Ashfar, EIT, SIT
Dustin Van Zandt
Brendon Day
Brett Roberts
Toby Coomer
Nathaniel McCue
Michael Ehler
Colton Allcorn
Jonathan Holocker

MECHANICAL, ELECTRICAL, and PLUMBING ENGINEERING TEAM

Ed Wells, PE
Team Leader

Cole Carpenter, EIT

FIELD INSPECTION TEAM

Robert Cheek
Team Leader

Andrew Lopez - Licensed W/WW Operator
Ronny Koehn
Landon Jones
Mike Ammons
Tim McMurray
Andrew Dews
Rick Mangum
Mike Hervey
Javier Torres

MATERIALS ENGINEERING and TESTING TEAM

Barry Fowlkes, PE
Team Leader

Blake Steen
Steven Romero
Chase Mann
Landon Jones
Coleton Davis
Edward Layne
Blas Hernandez

GEOGRAPHICAL INFORMATION SYSTEMS (GIS) TEAM

Chris Mayhall
Team Leader

Dave Browne



Project Approach

JACOB | MARTIN has a proven track record of delivering public infrastructure projects including parks and recreation, street and sidewalks, water and wastewater, drainage, and municipal buildings. 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 the Owner, contractor, and relative personnel. Our engineering staff will provide periodic and final inspection of the project(s) to confirm the product is built according to specifications. Lastly, our project management team will provide construction management throughout the project(s), 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



INTEGRITY
EXCELLENCE
TRUST

Section 3: Staffing Capabilities



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 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



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

Relevant Project Expertise

2023 - Zephyr WSC - Water System Master Plan
 2023 - City of Snyder - Water Distribution and Wastewater Collection Improvements
 2023 - City of Big Spring - Water Distribution System Improvements
 2023 - Coleman County SUD - Water System Improvements
 2023 - Marathon WSC - Water System Improvements
 2023 - City of Abilene - Second Pressure Plane Supply Line - Phase 2
 2022 - City of Abilene - O.H. Ivie Booster Pump Station - Ground Storage Tank
 2022 - City of Lawn - AMR Metering System & Water System Improvements TWDB-DWSRF
 2022 - City of Bronte - USDA Water Treatment Plant
 2021 - City of Munday - Water Meter Installation
 2021 - City of Abilene - Elmdale Elevated Storage Tank Rehab
 2021 - City of Big Spring - Water Line Replacement
 2021 - Tri Try WSC - Water Distribution Improvements
 2020 - City of Snyder - Water and Sewer Line Replacements
 2019 - City of Abilene - Buffalo Gap Elevated Storage Tank Rehab
 2018 - City of Coleman - Water Treatment Plant
 2018 - City of Abilene - Water Distribution System Evaluation, Modeling, and Master Plan



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
- Drainage Studies
- Regulatory Assistance
- Hydraulic Modeling
- Permitting
- Water Distribution
- Water Supply Studies
- Water Treatment

Summary

Emma Meek graduated from Texas A&M University with a Bachelor of Science 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. In January of 2022, Mrs. Meek joined JACOB | MARTIN as an EIT with our Land Development Team in Abilene. She grew up in Breckenridge, Texas, and she understands small community needs. Being familiar with private developments and municipal engineering, Mrs. Meek moved to our Municipal Services team in 2023.

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

- 2024 - City of Coleman – Airport Drainage Improvements
- 2024 - City of Electra – SCADA System
- 2024 - City of Throckmorton – TDA Sidewalk Improvements
- 2024 - City of Coleman – CDBG Drainage Channel Improvements
- 2024 - City of Electra – Water System Improvements
- 2024 - City of Munday – CDBG Lift Station Improvements
- 2024 - City of Electra – Fire Hydrant Replacements
- 2023 - City of Abilene - Maple Street Improvements, Phase II
- 2023 - City of Alpine – Hydraulic Model
- 2023 - City of Abilene – Water Line Relocation
- 2023 - City of Graham – TPWD Park Improvements
- 2023 - City of Abilene - Maple Street Improvements, Phase I
- 2022 - Carriage Hills Subdivision – Residential Development



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
- 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 - City of Abilene - Redbud & Sears Park Trail Improvements
- 2022 - City of Abilene - Lee Park Splash Pad
- 2022 - Texas Tech University - Parking and Drainage Improvements
- 2022 - City of Abilene - Cobb Park Restroom Facilities
- 2022 - City of Abilene - Cedar Creek Trail Improvements
- 2021 - City of Abilene - Griffith Road Reconstruction
- 2021 - Ballinger ISD - New Baseball Complex
- 2021 - City of Abilene - Maple Street Improvements
- 2020 - AYSA - New Dodge Jones Youth Sports Complex
- 2019 - Cross Plains ISD - New Gymnasium/Storm Shelter
- 2019 - City of Sweetwater - Newman Park Splash Pad
- 2019 - City of Abilene - Adventure Cove Aquatic Park Expansion
- 2019 - City of Abilene - Sears Park Concessions Stand & Restroom Renovation
- 2019 - City of Abilene - Scarborough Splash Pad & Paving Improvements
- 2019 - City of Abilene - Redbud Park Splash Pad
- 2018 - City of Abilene - Stephenson Splash Pad & Paving Improvements
- 2018 - City of Abilene - Nelson Park Pavilion Structure
- 2018 - City of Abilene - Sidewalk Capital Plan - Phase I
- 2017 - City of Abilene - New Adventure Cove Aquatic Park



Tristan King, PE

Professional Engineer - Civil Engineering Services



Education

A.A. in General Studies
Cisco College, 2015
B.S. in Civil Engineering
Tarleton State University, 2019

Registrations

Registered Professional
Engineer,
Texas, P.E. No. 145624

Expertise

- Culvert Design
- Disinfection Design
- Drainage Studies
- Hydraulic Modeling
- Lift Station Design
- Master Planning
- Pump Station Design
- Recreational Parks
- Sewer Collection
- Sidewalks & Accessibility
- Street Design & Planning
- Water & Wastewater Treatment
- Water Distribution
- Water Storage Design
- Water Supply Studies

Summary

Tristan King graduated from Tarleton State University in 2019 with a Bachelor of Science in Civil Engineering. Mr. King joined the JACOB | MARTIN team in 2018. Mr. King has worked with numerous municipalities, water supply corporations, and private entities while working for JACOB | MARTIN. He specializes in planning studies, drainage design, water distribution and sewer collection systems, water and wastewater treatment, pumping facilities, street improvements, and site development.

Project Specific Expertise

Mr. King has provided planning, design, and project management services for a number of water, wastewater, paving, and drainage projects. He is proficient in preparing engineering reports, cost estimation, and obtaining regulatory approval from agencies such as TCEQ. Mr. King has experience in all phases of project development, including project planning, funding acquisition, project design, generation of construction plans and specifications as well as construction management.

Relevant Project Expertise

- 2024 - Graham EIC - 3rd Street Plaza
- 2024 - Cisco SAFE – Legacy Park in Cisco, Texas
- 2024 - City of Munday - WWTP Improvements
- 2024 - City of Moran - TWDB WWTP Improvements
- 2024 - City of Electra - Elevated Storage Tank Rehabilitation
- 2024 - City of Seymour - Ground Storage Tank Rehabilitation
- 2023 - City of Graham – TPWD Park Improvements
- 2023 - City of Munday - Drainage Improvements
- 2023 - City of Seymour - Solid Waste Transfer Station Pad Replacement
- 2023 - Green Creek WSC - New Pump Station
- 2023 - City of Carbon - Automated Meter Reading System
- 2023 - Millersview-Doole WSC - Veribest Pump Station
- 2023 - Millersview-Doole WSC - FM 1929 Pump Station Improvements
- 2023 - City of Carbon - TWDB Standpipe



William R. Duncan II, AIA, NCARB

Associate Principal - Director of Architectural Services



Education

Master of Architecture
Texas Tech University,
2002

Registrations

Architect,
Texas, No. 24968
NCARB Certification,
NCARB No. 81904

Affiliations

American Institute of
Architects (AIA)
Texas Society of
Architects (TSA)
National Council of
Architectural
Registration Boards
(NCARB)

Expertise

- Feasibility
- Project Budgeting
- Design Renderings
- Schematic Design
- Construction Documents
- Construction Administration
- Project Management

Summary

William Duncan graduated from Texas Tech University with a Master of Architecture in 2002. Mr. Duncan worked for Johnson Architects in Dallas, TX for 8 years performing design, construction documents and construction administration and then 6 years for JSA Architects in Odessa, TX performing design, construction documents and construction administration. Mr. Duncan joined JACOB | MARTIN in 2016.

Project Specific Expertise

Mr. Duncan's experience includes client relations, feasibility studies, programming, design, renderings, construction documents and construction administration services. His knowledge includes project delivery for K-12 schools, higher education, municipal, medical, medical office buildings, commercial, religious facilities, retail, general commercial and non-profit building types. He has over 18 years of experience coordinating teams of consultants, engineers and owner expectations to create successful, workable and efficient projects.

Relevant Project Expertise

2023 - Christoval ISD - Master Bond Planning
2023 - Midland Athletic Syndicate - New Youth Sports Complex
2023 - Coleman ISD - HS HVAC Renovations
2023 - Bronte ISD - Re-Roof Phase I
2023 - Glen Rose ISD - Master Bond Planning
2023 - Eastland ISD - Master Bond Planning
2023 - Jim Ned CISD - New Intermediate School
2023 - AYSA - New Clubhouse and Multi-Sport Athletic Field Complex
2023 - City of Graham - Park Improvements for 3 City Parks
2023 - Abilene ISD - New Indoor Turf Facilities at AHS & CHS
2023 - Eula ISD - Master Bond Planning
2022 - Jim Ned CISD - Multi-Sport Athletic Facility
2022 - Hawley ISD - Master Planning
2022 - Abilene ISD - Warehouse Expansion Feasibility
2022 - Jim Ned CISD - Middle School Kitchen and Cafeteria Expansion
2022 - Stamford ISD - Fieldhouse Renovation Feasibility
2021 - Jim Ned CISD - Middle School Renovations
2021 - Ballinger ISD - New Baseball Complex
2020 - AYSA - New Dodge Jones Youth Sports Complex
2020 - Anson ISD - Stadium Restroom Expansion
2019 - Cross Plains ISD - New Gymnasium/Storm Shelter



Timothy W. Hopkins, AIA, RID

Registered Architect and Interior Designer - Architectural Services



Education

Bachelor of Environmental Design
Texas A&M University
1989

Registrations

Registered Architect,
Texas, No. 23562
Registered Interior Designer,
Texas No. 12296

Affiliations

American Institute of Architects
(AIA)

Expertise

- Feasibility
- Project Budgeting
- Design Renderings
- Schematic Design
- Construction Documents
- Construction Administration
- Project Management

Summary

Tim Hopkins graduated from Texas A&M University with a Bachelor of Environmental Design and then obtained his licensure as both an architect and an interior designer. The early part of his career was in High-end Custom Residential homes. Mr. Hopkins worked for HKS as a Project Architect and Construction Administration on healthcare projects in Texas, Nevada, and Florida from 2006-2015. He then joined Huckabee as an Associate Principal where the focus was on Texas K-12 public schools. In 2019, he opened Standing Stone Architectural Consultants, LLC where he was restoring the Crazy Water Hotel in Mineral Wells, Texas. Mr. Hopkins joined JACOB | MARTIN in 2023.

Project Specific Expertise

Mr. Hopkins has over 33 years of architectural experience in a range of project types including education, healthcare facilities, corporate spaces, national banks, public facilities, infrastructure projects and residential buildings. He also has experience with Integrated Project Delivery and LEAN Design principles.

Relevant Project Expertise

2024 - City of Graham - TPWD Park Improvements
2023 - Glen Rose ISD - Agricultural Science Center
2023 - Glen Rose ISD - Multi-Purpose Indoor Turf Facility
2023 - Jim Ned CISD - New Intermediate School
2023 - Abilene ISD - New Indoor Turf Facilities at AHS & CHS
Previous Employer:
Mineral Wells, TX - Crazy Water Hotel Historic Rehabilitation Project
Tolar ISD - Tolar High School New Secondary Gym
Mineral Wells, TX - Palo Pinto County Annex Re-purpose of office space & courtroom of Downtown Poston's Dry Goods
Weatherford TX, - Ringo Building Resources, Inc - Design Build
Weatherford ISD - 2015 Bond Projects: Master Planning, Bowie Learning Center renovations, Support Services Building Renovation, New High School Career Tech Center, New High School Indoor Activity Center, New High School outdoor practice field & track, and New Baseball & Softball Complex
Northwest ISD - 2016 Bond Planning and Facility Assessment
Aubrey ISD 2017 Bond - New Elementary School, Existing Elementary Schools Additions & Renovations, MS Addition & renovation.
Denton ISD - 2018 Bond Planning and Facility Conditions Assessment
Abilene ISD - 2018 Bond Planning and Facility Conditions Assessment



Samuel Hurley, PE

Professional Engineer - Structural Services



Education

B.S. in Physics
Abilene Christian University, 2011
M.S. in Structural Engineering
Texas A&M University, 2014

Registrations

Registered Professional
Engineer,
Texas, P.E. No. 131903

Expertise

- Assessment and Remediation of Existing Structures
- Foundation Design
- Masonry Design
- Steel Design
- Structural Design
- Tilt-up and Cast-in-Place Concrete Design
- Wood Design

Summary

Sam Hurley graduated from Abilene Christian University in May of 2011 with a Bachelor of Science in Physics Engineering, and in December 2014 graduated from Texas A&M University with a Master of Science in Structural Engineering. Mr. Hurley worked for Hunt & Joiner, Inc in Dallas, TX for 3 years as a Project Engineer before joining JACOB | MARTIN in 2017.

Project Specific Expertise

Mr. Hurley has a background in a wide variety of project types including ground-up construction and renovation for both the public and private sectors. His experience includes retail, multi-family residential, commercial offices, warehouses, and public works buildings constructed from tilt-up concrete, cast-in-place concrete, steel, timber, and masonry structures. His role in these projects has been to produce plans, details, calculations, and specifications throughout the design and construction phases. Mr. Hurley also teaches structural mechanics and design classes at ACU as an adjunct professor.

Relevant Project Expertise

2023 - Jim Ned CISD - New Intermediate School
2023 - Abilene ISD - New Indoor Turf Facilities at AHS & CHS
2022 - Abilene ISD - High School Fine Arts Renovations
2021 - Abilene ISD – Middle School Fine Arts Renovations
2020 - Cross Plains ISD - Cafeteria & Kitchen Renovations
2020 - City of Coleman – Water Treatment Plant Improvements
2020 - Betty Hardwick Center – Interior Renovation
2020 - Abilene ISD – Middle School Weight Rooms
2020 - White River MWD – Boat Ramp
2020 - Abilene Youth Sports Authority – New Sports Complex
2020 - Motis Investments – 202 Pine Street Renovations
2019 - Hardin Simmons University – New Houston Lantrip Center for Literacy and Learning
2018 - Salvation Army - Storage Facility
2018 - Horn Enterprises - Radford Hills Renovation
2018 - Cross Plains ISD - Elementary Gym & Storm Shelter



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

2023 - Jim Ned CISD - New Intermediate School
2023 - Abilene ISD - New Indoor Turf Facilities at AHS & CHS
2023 - McMurry University - New Student Housing Complex
2022 - Abilene ISD - High School Fine Arts Renovations
2021 - Abilene ISD – Middle School Fine Arts Renovations
2020 - Cross Plains ISD - Cafeteria & Kitchen Renovations
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



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

- 2023 - Abilene ISD - High School Indoor Practice Facilities
- 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



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

2022 - City of Dublin - WWTP Operational Improvements
 2022 - City of Comanche - WWTP Improvements
 2022 - City of Colorado City - Lift Station Upgrades
 2022 - City of Baird - WWTP Operational Improvements
 2021 - City of Merkel - WWTP Improvements
 2021 - City of Vernon - WWTP Improvements
 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



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

- 2023 - Abilene ISD - New Indoor Turf Facilities at AHS & CHS
- 2023 - SUN WSC - Water Line Improvements
- 2022 - City of Coleman – Phase II Sidewalk Improvements
- 2021 - City of Post – Downtown Sidewalk Improvements
- 2021 - Fort Griffin SUD - Raw Water Line Improvements
- 2020 - Abilene ISD – Transportation Maintenance Yard Paving Improvements
- 2020 - City of Wellman - Reverse Osmosis WTP
- 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



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

2023 - Abilene ISD - New Indoor Turf Facilities at AHS & CHS
 2022 - Condley and Company, LLC - 302 Pine Renovations
 2021 - City of Coleman-Water Treatment Plant Improvements
 2021 - City of Cross Plains -Multifamily Rental Development
 2021 - Betty Hardwick Center - Interior 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



INTEGRITY
EXCELLENCE
TRUST

Section 4: History of Successful Performance



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



Parks, Water Parks, and Sports Facility Projects

| Year Completed | Client | Project Description |
|----------------|--------------------|---|
| 2024 | Graham EIC | 3 rd Street Plaza (Conceptual Plan) |
| 2024 | Cisco SAFE | Legacy Park (in progress) |
| 2024 | AYSA | Clubhouse and Multi-Sport Athletic Field Complex |
| 2024 | City of Graham | Firemen's Park Trails |
| 2024 | City of Graham | Park Improvements Phase 1 – Contract 4: Firemen's Park Disc Golf Course |
| 2024 | City of Graham | Park Improvements Phase 1 – Contract 3: Firemen's Park Dog Park |
| 2024 | City of Graham | Park Improvements Phase 1 – Contract 2: Firemen's Park Restroom Renovations |
| 2024 | City of Graham | Park Improvements Phase 1 – Contract 1: Firemen's Park Playground Site Improvements (in progress) |
| 2023 | City of Graham | Park Improvements Phase 1 – Contract 0: Firemen's Park Playground Equipment |
| 2023 | Jim Ned CISD | Competition Gymnasium |
| 2023 | City of Abilene | Rose Park Tennis and Pickleball Court Improvements |
| 2023 | Abilene ISD | New Indoor Athletic Practice Facilities for both High Schools |
| 2022 | City of Abilene | Cedar Creek Trail Improvements |
| 2022 | City of Comanche | City Pool Rehabilitation |
| 2022 | City of Abilene | Lee Park Splash Pad |
| 2022 | Jim Ned CISD | Multi-Sport Athletic Complex |
| 2022 | City of Abilene | Redbud Park and Sears Park Trail Improvements |
| 2022 | City of Abilene | Cobb Park Restroom Facilities |
| 2021 | City of Electra | Aquatic Facility Evaluation |
| 2021 | City of Azle | Shady Grove Park Improvements |
| 2020 | City of Big Spring | Aquatic Center Rehabilitation |
| 2019 | City of Graham | Park Improvements Study |
| 2019 | Cross Plains ISD | New Gymnasium/Storm Shelter |
| 2019 | City of Abilene | Rose Park Adventure Cove Aquatic Center Expansion |
| 2021 | Ballinger ISD | New Baseball Complex |



| Year Completed | Client | Project Description |
|----------------|---------------------------------------|---|
| 2019 | City of Abilene | Scarborough Splash Pad and Paving Improvements |
| 2019 | City of Azle | Golf Course Pavilion |
| 2019 | Abilene Youth Sports Authority (AYSA) | New Indoor Sports Complex |
| 2019 | City of Abilene | Sears Park Restroom Renovation |
| 2019 | City of Sweetwater | Newman Park Splash Pad |
| 2019 | City of Big Spring | Splash pad |
| 2019 | White River MWD | New Restroom and Shower facility with two new boat docks |
| 2018 | City of Early | Basketball court |
| 2018 | City of Abilene | Redbud Park Splashpad |
| 2018 | City of Abilene | Sears Park Splashpad |
| 2018 | City of Abilene | Stevenson Park Splash Pad and Paving Improvements |
| 2018 | City of Abilene | Nelson Park Pavilion Structure |
| 2017 | City of Dublin | Pavilion Structural Upgrade |
| 2017 | City of Abilene | Rose Park Adventure Cove Aquatic Center |
| 2016 | City of Abilene | Nelson Park Splash Pad and Restrooms |
| 2016 | City of Dublin | Park Improvements |
| 2016 | City of Abilene | Scarborough and Kirby Park Restrooms and Concession Stand |
| 2016 | City of Rhome | City Park Pavilion Slab |
| 2015 | City of Abilene | Sears Park Concession Stand |
| 2009 | City of Clyde | City Park – Design and construction of new pavilion, public restroom, multi-sport court, playground, picnic area, and walking trail with bridges |
| 2004 | City of Early | City park – new swimming pool, lighted multi-purpose court and jogging track, picnic area, restroom and parking improvements, and improvements to baseball facility |
| 2001 | City of Strawn | City park - new playground and picnic area, improvements to baseball facility and lake park |
| 2000 | City of Hamlin | City park – addition of lighted jogging track and multi-purpose court, playground, and picnic facilities |
| 1999 | City of Anson | City Park – playground, soccer field, pavilion, gazebo, jogging track, picnic area, and RV Park |
| 1999 | City of Anson | Pool Renovation, pumps and dressing room renovation |



Quality of Life Improvements

DODGE JONES INDOOR SPORTS COMPLEX | AYSA

Location: Abilene, TX
Completion Year: 2019
Type of Construction: New Construction
Construction Cost: \$12,000,000



NEW BASEBALL COMPLEX | BALLINGER ISD

Location: Ballinger, TX
Completion Year: 2021
Type of Construction: New Construction
Construction Cost: \$1,000,000



CITY POOL REHABILITATION | CITY OF COMANCHE

Location: Comanche, TX
Completion Year: 2022
Type of Construction: Rehabilitation
Construction Cost: \$295,000



CEDAR CREEK TRAIL IMPROVEMENTS | CITY OF ABILENE

Location: Abilene, TX
Completion Year: 2022
Type of Construction: New
Construction Cost: \$2,360,000



PARK IMPROVEMENTS | CITY OF CLYDE

Location: Clyde, TX
Completion Year: 2009
Type of Construction: New Construction
Construction Cost: \$500,000



REDBUD PARK SPLASHPAD | CITY OF ABILENE

Location: Abilene, TX
Completion Year: 2019
Type of Construction: New Construction
Construction Cost: \$600,000



*We have completed numerous Splash Pads for various cities. City of Abilene Splash Pads include: Redbud, Sears, Stephenson, Lee, Nelson, and Scarborough Parks. We have also completed Splash Pads for the City of Big Spring, City of Sweetwater at Newman Park, and multiple City of Abilene Parks modular restroom installations.

NEW GYMNASIUM/STORM SHELTER | CROSS PLAINS ISD

Location: Cross Plains, TX
Completion Year: 2019
Type of Construction: New Construction
Construction Cost: \$1,800,000



INDOOR ATHLETIC PRACTICE FACILITIES | ABILENE ISD

Location: Abilene, TX both High Schools
Completion Year: 2023
Type of Construction: New Construction
Construction Cost: \$9,000,000



ADVENTURE COVE AQUATIC PARK | CITY OF ABILENE

Location: Abilene, TX
Completion Year: 2017 & 2019
Type of Construction: New Construction & Expansion
Construction Cost: \$4,000,000



RUSS MCEWEN FAMILY AQUATIC CENTER | CITY OF BIG SPRING

Location: Big Spring, TX
Completion Year: 2020
Type of Construction: Rehabilitation
Construction Cost: \$800,000



SEARS CONCSSION & RESTROOM RENOVATION | CITY OF ABILENE

Location: Abilene, TX
Completion Year: 2015
Type of Construction: New Construction
Construction Cost: \$315,000



REDBUD & SEARS PARK TRAIL IMPROVEMENTS | CITY OF ABILENE

Location: Abilene, TX
Completion Year: 2022
Type of Construction: Renovations
Construction Cost: \$2,300,000



TPWD BOAT RAMP & RESTROOM FACILITIES | WHITE RIVER MWD

Location: Clyde, TX
Completion Year: 2021
Type of Construction: New Construction
Construction Cost: \$383,000





CITY OF GRAHAM | PARKS IMPROVEMENTS PHASE I – CONTRACT 0: PLAYGROUND EQUIPMENT

Location: Graham, Texas
 Start Date: September 2023
 Date of Completion: December 2023
 Type of Construction: Renovation
 Design Budget: \$528,189
 Final Cost: \$540,989



JM Project Team

Firm Role: Planning/Construction Administration
 Project Format: Purchasing Cooperative
 Project Managers: Tristan King, PE

REFERENCE:
 Eric Garretty, City Manager
 940-549-3325

Project Description: This project included removal and replacement of the playground equipment at Firemen’s Park with new surfacing and site improvements.





CITY OF GRAHAM | PARKS IMPROVEMENTS PHASE I – CONTRACT 1: PLAYGROUND SITE IMPROVEMENTS

Location: Graham, Texas
 Start Date: January 2024
 Date of Completion: In Progress
 Type of Construction: New Construction
 Design Budget: \$86,421.25
 Final Cost: \$TBD



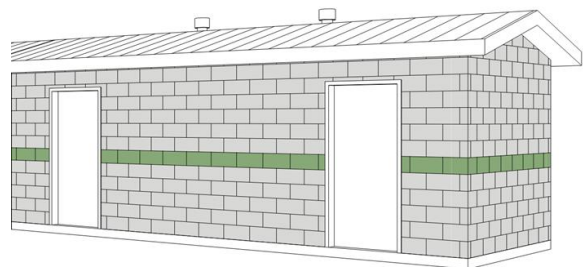
JM Project Team

Firm Role: Design/Construction Administration
 Project Format: Design / Bid / Build
 Project Managers: Tristan King, PE
 Civil Engineer: Tristan King, PE
 Electrical Engineer: Ed Wells, PE

Project Description: This project consists of new parking spaces, as well as ADA parking, sidewalks, curb ramps and lighting around the new playground at Firemen’s Park.

CITY OF GRAHAM | PARKS IMPROVEMENTS PHASE I – CONTRACT 2: RESTROOM RENOVATIONS

Location: Graham, Texas
 Start Date: February 2024
 Date of Completion: May 2024
 Type of Construction: Renovation
 Design Budget: \$126,300
 Final Cost: \$122,240



JM Project Team

Firm Role: Design/Construction Administration
 Project Format: Design / Bid / Build
 Project Managers: Tristan King, PE
 Architect: Tim Hopkins, AIA

REFERENCE:
 Eric Garretty, City Manager
 940-549-3325

Project Description: This project consists of renovating the restroom at Firemen’s Park including new fixtures, tile, paint, lights, and incidentals.



CITY OF GRAHAM | PARKS IMPROVEMENTS PHASE I – CONTRACT 3: DOG PARK

Location: Graham, Texas
 Start Date: January 2024
 Date of Completion: May 2024
 Type of Construction: New Construction
 Design Budget: \$117,420
 Final Cost: \$119,470



JM Project Team

Firm Role: Design/Construction Administration
 Project Format: Design / Bid / Build
 Project Managers: Tristan King, PE
 Civil Engineer: Tristan King, PE

Project Description: This project consists of construction of a new dog park at Firemen’s Park. Included in this project was a large dog area, approximately 0.71 acres, and a small dog area, approximately 0.45 acres with automated watering facilities, waste collection stations, and secure enclosures.

CITY OF GRAHAM | PARKS IMPROVEMENTS PHASE I – CONTRACT 4: NEW DISC GOLF COURSE

Location: Graham, Texas
 Start Date: TBD
 Date of Completion: Not Started
 Type of Construction: New Construction
 Design Budget: \$49,950
 Final Cost: \$TBD

REFERENCE:
 Eric Garretty, City Manager
 940-549-3325

JM Project Team

Firm Role: Design/Construction Administration
 Project Format: Design / Bid / Build
 Project Managers: Tristan King, PE
 Civil Engineer: Tristan King, PE

Project Description: This project consists of removal of the existing 9-hole disc golf course and replacing it with a new 18-hole disc golf course at Firemen’s Park.



GRAHAM ECONOMIC IMPROVEMENT CORPORATION | 3RD STREET PLAZA

Location: Graham, Texas
 Start Date: TBD
 Date of Completion: TBD
 Type of Construction: New Construction
 Design Budget: \$1,900,000

JM Project Team

Firm Role: Conceptual Plan
 Project Managers: Tristan King, PE
 Architect: William Duncan, AIA, NCARB
 Civil Engineer: Tristan King, PE

REFERENCE:

Grant Ingram
 940-549-6006



Project Description: This project consists of demolishing and reconstructing 3rd Street into a new pedestrian plaza. The initial phase of this project was a conceptual plan with 3D renderings. Phase 2 (when funded) will consist of design, bidding, and construction of the new plaza, which will serve as a linear park in downtown Graham.

CISCO SAFE (STUDENTS | ATHLETICS | FAMILIES | EDUCATION) | LEGACY PARK

Location: Cisco, Texas
 Start Date: April 2024
 Date of Completion: TBD
 Type of Construction: New Construction

JM Project Team

Firm Role: Design/Construction Administration
 Project Managers: Tristan King, PE
 Civil Engineer: Tristan King, PE



Project Description: This project consists of a public/private partnership to create a new park in Cisco, Texas including a splash pad, pavilion, playground equipment, sidewalks, parking, and a multi-use turf field.



ABILENE HIGH SCHOOL & COOPER HIGH SCHOOL INDOOR TURF FACILITIES | ABILENE ISD

Location: Abilene, Texas
 Date of Completion: July 2023
 Type of Construction: New
 Design Budget: \$4,500,000 each



JM Project Team:

Project Format: CMAR
 Firm's Role: Design
 Project Manager: William R. Duncan, AIA, NCARB
 Architect: William R. Duncan, AIA, NCARB
 Civil Engineer: Tal Fillingim, P.E., C.F.M.
 Structural Engineer: Sam Hurley, P.E.
 MEP Engineer: Bryan, Parks & Associates



General Contractor: Teinert Construction, JD Coffee (682) 262-8965
 Reference: Dr. David Young, Abilene ISD (325) 677-1444



Project Description:

New Construction at Cooper High School and Abilene High School for indoor turf facilities. The indoor turf facilities will be used for football, baseball, softball, soccer, band, and drill teams. Each facility is 42,750 sf and replicates the turf used on other competition fields in AISD.



MULTI-SPORT FIELD COMPLEX | ABILENE YOUTH SPORTS AUTHORITY

Location: Abilene, Texas
 Est Start Date: August 2023
 Est Date of Completion: January 2024
 Type of Construction: New Construction
 Design Budget: \$28,000,000
 Design Start/Finish: Oct 2022-Jul 2023



JM Project Team

Firm Role: Planning/Design/Construction Administration
 Project Format: Construction Manager at Risk
 Project Managers: Tal Fillingim, PE (Site), William R. Duncan, AIA, NCARB (Building)
 Project Designer: William R. Duncan, AIA, NCARB
 Architect: William R. Duncan, AIA, NCARB
 Civil Engineer: Tal Fillingim, PE
 Structural Engineer: Sam Hurley, PE
 MEP Engineers: Ed Wells, PE

REFERENCE:
 Brandon Osborne, Executive Director
 325-692-2972

Project Description: Project consists of 10 soccer fields (four artificial turf and six natural grass) , field lighting, a Clubhouse facility (atrium, concessions, restroom facilities, pro shop, offices, referee lounge and training facility, indoor playground, patio/pavilion), gate and ticketing facilities, a trail system, ten team huddle spots (shade structures), outdoor playground, splash pad, maintenance facilities, a storm water detention pond, parking for 974 vehicles, public and private roadway improvements and all site utilities. Site improvements include all required utilities including domestic water, sanitary sewer, natural gas, grease traps, and electric. Street improvements to public roads within Nelson Park, facility parking and drive lanes, landscaping and irrigation, sidewalks, and connectivity to adjacent park facilities are all included in the Project. Professional services were provided for all disciplines including architectural, mechanical, electrical, plumbing, structural, civil engineering, topographic survey and material testing. These professional services were provided through all phases of the project including programming, schematic design, design development, construction documents, bidding/award and construction administration.





DODGE JONES YOUTH SPORTS CENTER | ABILENE YOUTH SPORTS AUTHORITY

Location: Abilene, Texas
 Start Date: December 2018
 Date of Completion: February 2020
 Type of Construction: New Construction
 Design Budget: \$10,170,000
 Design Start/Finish: Nov. 2017-Dec. 2018

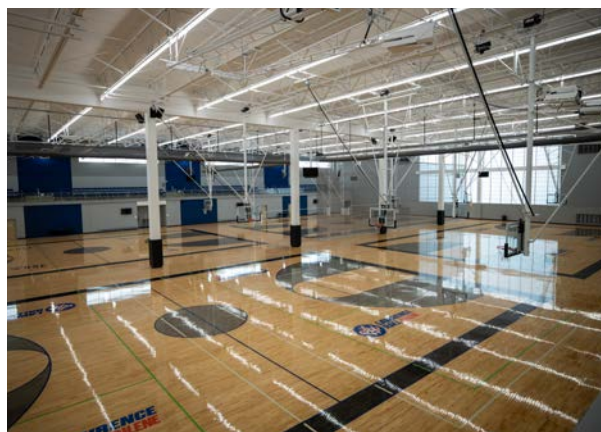


JM Project Team:

Project Format: Construction Manager at Risk
 Project Managers: Tal Fillingim, P.E., C.F.M. (Site), William R. Duncan, AIA, NCARB (Building)
 Project Designer: William R. Duncan, AIA, NCARB
 Architect: William R. Duncan, AIA, NCARB
 Civil Engineer: Tal Fillingim, P.E., C.F.M.
 Structural Engineer: Sam Hurley, P.E.
 MEP Engineers: Ed Wells, P.E.
 Jeremy Dickson, P.E.

REFERENCE:
 Brandon Osborne, Executive Director
 325-692-2972

Project Description: Project consists of approximately a 50,000 sq ft multi-court basketball and volleyball indoor facility, spectator viewing areas, atrium, concessions, conference room and training areas, locker rooms and office space for AYSA. Site improvements included all required utilities including domestic water, sanitary sewer, natural gas, grease traps, and electric. Street improvements to Transformer Lane, facility parking and drive lanes, landscaping and irrigation, sidewalks, and connectivity to adjacent park facilities are all included in the Project. Professional services were provided for all disciplines including architectural, mechanical, electrical, plumbing, structural, civil engineering, topographic survey and material testing. These professional services were provided through all phases of the project including programming, schematic design, design development, construction documents, bidding/award and construction administration.





NEW BASEBALL COMPLEX | BALLINGER ISD

Location: Ballinger, TX
 Date of Completion: 2021
 Budget: \$1,000,000

JM Project Team:

Project Format: Design/Bid/Build
 Project Manager: William Duncan, AIA, NCARB
 Architect: William R. Duncan, AIA, NCARB
 Civil Engineer: Tal Fillingim, P.E., C.F.M.
 Electrical Engineer: Ed Wells, P.E.
 Mechanical Engineer: Lance Lindley, P.E.
 Structural Engineer: Sam Hurley, P.E.



Project Description: High school baseball field, bullpens, CMU & metal panel dugouts, metal bleachers, CMU & metal panel concession/restroom/score keeper building 440 SF

MULTI-SPORT FACILITY & WEIGHT ROOM RENOVATION | JIM NED CISD

Location: Tuscola, TX
 Date of Completion: Fall 2022
 Budget: \$3,500,000

JM Project Team:

Project Format: Design/Bid/Build
 Project Manager: William Duncan, AIA, NCARB
 Civil Engineer: Tal Fillingim, P.E., C.F.M.
 Architect: William Duncan, AIA, NCARB
 Electrical Engineer: Ed Wells, P.E.
 Mechanical Engineer: Lance Lindley, P.E.
 Structural Engineer: Sam Hurley, P.E.



REFERENCE:
 Glen Teal, Superintendent
 325-554-7500

Project Description: multi-sports facility building is CMU & metal panel construction; contains coach offices, film room, training rooms/office, girls & boys locker rooms, and laundry/storage 11,925 SF

Weight room renovation is CMU & metal panel building; reskinning existing building, contains weight rooms, storage, restrooms, official's locker room, & storage 9,373 SF (existing)



Project Budget History

| Client | Project Description | Year of Completion | Budget | Final Project Cost |
|---|--|--------------------|--------------|--------------------|
| City of Dublin | Sidewalk Improvements | 2024 | \$127,000 | \$107,045 |
| City of Seymour | Ground Storage Tank Rehabilitations | 2024 | \$205,000 | \$166,000 |
| City of Munday | WWTP Improvements | 2023 | \$55,000 | \$35,000 |
| City of Munday | Drainage Improvements | 2023 | \$125,000 | \$106,198 |
| City of Roby | Ground Storage Tank | 2023 | \$550,000 | \$518,010 |
| City of San Saba | Water Line Improvements | 2023 | \$786,537 | \$763,791 |
| City of Ranger | Water System Improvements | 2022 | \$1,729,300 | \$1,729,300 |
| City of Rotan | Water Supply Line Replacement | 2022 | \$223,250 | \$220,050 |
| City of Abilene | Second Pressure Plane Supply Line - Phase 1 | 2022 | \$7,295,724 | \$6,794,322 |
| City of Cross Plains | Water Line Improvements | 2021 | \$209,500 | \$208,960 |
| City of Rising Star | AMR Water Meter Improvements | 2021 | \$205,954 | \$110,835 |
| City of Keene | County Road 316 Paving Improvements – TDA Texas Capital Fund | 2021 | \$1,075,000 | \$946,897 |
| City of Lueders | Water System Improvements | 2020 | \$500,000 | \$445,763 |
| City of Keene | 4 th Street & College Dr. Sewer Line Replacement | 2020 | \$160,000 | \$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 Mingus | Water System Improvements – TDA CDBG | 2020 | \$550,000 | \$550,000 |
| 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 Gordon | Water Treatment Plant Improvements – TDA CDBG | 2019 | \$550,000 | \$550,000 |
| City of Abilene | Buffalo Gap Elevated Tank Rehabilitation | 2019 | \$950,000 | \$768,500 |
| 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 |



Project Schedule History

| Client | Project Description | Completion Year | Schedule History |
|---|---|-----------------|--------------------------------------|
| City of Dublin | Sidewalk Improvements | 2024 | Design and Construction Schedule Met |
| City of Seymour | Ground Storage Tank Rehabilitations | 2024 | Design and Construction Schedule Met |
| City of Blackwell | Street Improvements | 2023 | Design and Construction Schedule Met |
| City of Snyder | Water Distribution and Wastewater Collection Improvements | 2023 | Design and Construction Schedule Met |
| City of Big Spring | Water Distribution System Improvements | 2023 | Design and Construction Schedule Met |
| City of Abilene | Second Pressure Plane Supply line – Phase 2 | 2023 | Design and Construction Schedule Met |
| City of Munday | Drainage Improvements | 2023 | Design and Construction Schedule Met |
| City of Graham | Texas Street Water Line Replacement | 2023 | Design and Construction Schedule Met |
| City of Tuscola | Intermediate School Lift Station | 2023 | Design and Construction Schedule Met |
| City of Seymour | Solid Waste Transfer Station Pad Replacement | 2023 | Design and Construction Schedule Met |
| City of Abilene | Second Pressure Plane Supply Line – Phase 1 | 2022 | Design and Construction Schedule Met |
| City of Keene | County Road 316 Paving Improvements - TDA | 2021 | Design and Construction Schedule Met |
| City of Leuders | Water System Improvements | 2020 | Design and Construction Schedule Met |
| City of Keene | 4 th Street & College Dr. Sewer Line Replacement | 2020 | Design and Construction Schedule Met |
| Abilene Youth Sports Authority | Dodge Jones Youth Sports Center | 2020 | Design and Construction Schedule Met |
| City of Melvin | Radium Removal Water Treatment Plant | 2019 | Design and Construction Schedule Met |
| Hardin-Simmons University | Houston Lantrip Facility | 2019 | Design and Construction Schedule Met |
| City of Abilene | Buffalo Gap Elevated Tank Rehabilitation | 2019 | Design and Construction Schedule Met |
| City of Early | Wastewater Treatment Plant | 2018 | Design and Construction Schedule Met |
| City of Baird | Wastewater Treatment Plant | 2018 | Design and Construction Schedule Met |
| City of Abilene | Elmdale Pump Station and Ground Storage Tank | 2018 | Design and Construction Schedule Met |
| City of Goldthwaite | 2018 - TDA - DRP - Sidewalk Improvements | 2018 | Design and Construction Schedule Met |
| North Central Texas Municipal Water Authority | Membrane Water Treatment Plant | 2017 | Design and Construction Schedule Met |
| City of Willow Park | Capital Improvement Plan | 2017 | Design and Construction Schedule Met |
| City of Abilene | 2 nd Pressure Plane Water Lines | 2017 | Design and Construction Schedule Met |
| City of Strawn | Master Plan | 2017 | Design and Construction Schedule Met |
| City of Rhome | Capital Improvement Plan | 2016 | Design and Construction Schedule Met |
| City of Andrews | Water Treatment Plant | 2015 | Design and Construction Schedule Met |
| City of Abilene | Maple Street Pump Station Improvements | 2015 | Design and Construction Schedule Met |
| City of Early | Salt Creek Pump Station | 2015 | Design and Construction Schedule Met |
| City of Comanche | Water System Improvements | 2015 | Design and Construction Schedule Met |



Sidewalk Projects

| Year Completed | Client | Project Description |
|----------------|-----------------------|--------------------------------------|
| 2023 | City of Strawn | DRP Sidewalk Improvements |
| 2022 | City of Coleman | DRP Sidewalk Improvements – Phase II |
| 2021 | City of Post | 2020 Downtown Revitalization Program |
| 2021 | City of Mineral Wells | DRP Sidewalk Improvements |
| 2020 | City of Stephenville | 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 |

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.
 Design Engineer: Tal Fillingim, P.E.



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 & PHASE II - DRP | CITY OF COLEMAN

Location: Coleman, Texas
 Date of Completion: 2018 & 2021
 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

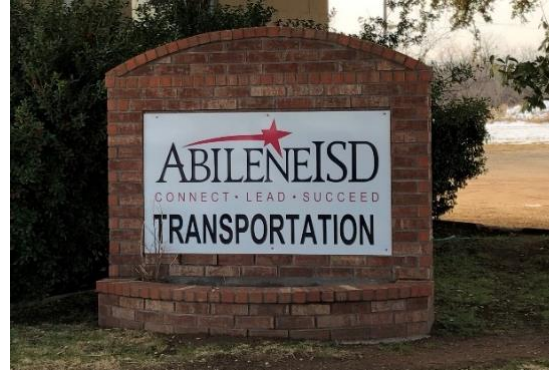
REFERENCE:
 City of San Saba
 Scott Edmondson
 City Manager
 325-372-5144



Materials Testing and Engineering

PROJECT EXAMPLE: TRANSPORTATION MAINTENANCE YARD PAVING IMPROVEMENTS | ABILENE ISD

| | |
|-------------------------|-----------------------------|
| Location: | Abilene, Texas |
| Start Date: | July 2020 |
| Date of Completion: | October 2020 |
| Budget: | \$ 750,000 |
| Type of Construction: | Pavement Rehabilitation |
| Design Start/Finish: | April 2020 - June 2020 |
| JM Project Team: | |
| Project Format: | Competitive Sealed Proposal |
| Project Manager: | Tal Fillingim, P.E. |
| Project Designer: | Tal Fillingim, P.E. |



Project Description: Project consisted of pavement improvements for Abilene ISD Transportation Maintenance Yard which houses all the district buses and passenger vehicles. The scope included pavement rehabilitation utilizing pulverizing and cement stabilizing existing base and recycled asphalt pavement with a Hotmix asphalt overlay. The project also included a small amount of concrete paving at drive entrances as well as several concrete valley gutters and improving existing drainage conveyance structures.

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, PE, CT, SET

- Registered Professional Engineer in Texas
- Certified Engineering Technologist, CT
- Certified Senior Engineering Technician, SET, Level IV, Asphalt, Concrete, Soils



| Employee | Certification | Issuing Agency |
|--|---|-----------------|
| NICET | | |
| Barry Fowlkes, PE | Certified Engineering Technologist in Civil Engineering, C.T. | NICET |
| Barry Fowlkes, PE | Certified Senior Engineering Technician, Level IV Asphalt | NICET |
| Barry Fowlkes, PE | Certified Senior Engineering Technician, Level IV Concrete | NICET |
| Barry Fowlkes, PE | Certified Senior Engineering Technician, Level IV Soils | NICET |
| American Concrete Institute | | |
| Blake Steen | ACI Concrete Strength Testing Technician | ACI |
| Steve Romero | ACI Concrete Strength Testing Technician | ACI |
| Blake Steen | Concrete Field Testing Technician – Grade 1 | ACI |
| Blas Hernandez | 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 |
| Coleton Davis | Concrete Field Testing Technician – Grade 1 | ACI |
| Edward Layne | Concrete Field Testing Technician – Grade 1 | ACI |
| Landon Jones | Concrete Field Testing Technician – Grade 1 | ACI |
| Nuclear Density/Moisture Gauge | | |
| Barry Fowlkes, PE | Nuclear Gauge Radiation Safety Officer Training | Component Sales |
| Barry Fowlkes, PE | Nuclear Gauge Safety Certification | Component Sales |
| Blake Steen | Nuclear Gauge Safety Certification | Troxler |
| Steve Romero | Nuclear Gauge Safety Certification | Troxler |
| Blas Hernandez | Nuclear Gauge Safety Certification | Troxler |
| Chase Mann | Nuclear Gauge Safety Certification | Troxler |
| Coleton Davis | Nuclear Gauge Safety Certification | Troxler |
| Edward Layne | Nuclear Gauge Safety Certification | Troxler |
| Landon Jones | Nuclear Gauge Safety Certification | Troxler |
| Hazmat Certifications | | |
| Barry Fowlkes, PE | Hazmat Certification | Component Sales |
| Blake Steen | Hazmat Certification | Troxler |
| Steve Romero | Hazmat Certification | Troxler |
| Blas Hernandez | Hazmat Certification | Troxler |
| Chase Mann | Hazmat Certification | Troxler |
| Landon Jones | Hazmat Certification | Troxler |
| Edward Layne | Hazmat Certification | Troxler |
| Coleton Davis | Hazmat Certification | Troxler |
| Texas Hot Mix Asphaltic Concrete Pavement Association | | |
| Coleton Davis | Level 1A HMA Plant Specialist Certification | TxAPA |
| Coleton Davis | Level 1B HMA Roadway Specialist Certification | TxAPA |
| Chase Mann | Level 1A HMA Plant Specialist Certification | TxAPA |
| Chase Mann | Level 1B HMA Roadway Specialist Certification | TxAPA |



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 106
Lubbock, TX 79414
806.368.6375

1925 Fort Worth Highway
Weatherford, TX 76086
817.594.9880



Client References

| Client | Contact | Phone/Email |
|---|---|--|
| City of Abilene | Mr. Robert Hanna City Manager | (325) 676-6206 robert.hanna@abilenetx.gov |
| City of Graham | Mr. Eric Garretty City Manager | 940-549-3324 egarretty@grahamtexas.net |
| City of Big Spring | Mr. John Medina Assistant City Manager | 432-264-2345 |
| City of Coleman | Ms. Diana Lopez City Manager | 325-625-5114 diana.lopez@cityofcolemantx.us |
| 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 San Saba | Mr. Scott Edmonson City Manager | 325-372-5144 |
| City of Goldthwaite | Mr. Rob Lindsey City Manager | 325-648-3186 |
| City of Snyder | Mr. Eli Torres City Manager | 325-573-4957 etorres@ci.snyder.tx.us |
| Abilene Youth Sports Authority | Mr. Brandon Osborne Executive Director | 325-692-2972 |
| Hardin Simmons University | Mr. Andrew Briscoe Construction Manager | 325-670-1692 andrew.briscoe@hsutx.edu |
| McMurry University | Mr. Carl Scott Director of Maintenance | 325-793-4919 |
| Abilene Independent School District | Dr. Joseph Waldron, ED. D. Chief Financial Officer | 325-677-1444 joseph.waldron@abileneisd.org |
| Jim Ned Consolidated Independent School District | Dr. Glen Teal, ED. D. Superintendent | 325-554-7500 gteal@jimned.esc14.net |
| Cross Plains Independent School District | Mr. Dade Cosby Superintendent | 254-725-6121 dcosby@cplains.esc14.net |
| City of Willow Park | Mr. Bryan Grimes City Manager | 806-773-6116 |
| City of Idalou | Ms. Suzette Williams City Administrator | 806-892-2531 swilliams@cityofidalou.com |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM) **Item 11.**
11/22/2023

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 Arthur J Gallagher Risk Management Services, LLC 3005 S Treadaway Blvd Abilene TX 79602 | CONTACT NAME: PHONE (A/C. No. Ext): 325-437-6916 | | FAX (A/C. No.): |
| | E-MAIL ADDRESS: | | |
| INSURER(S) AFFORDING COVERAGE | | | NAIC # |
| INSURER A : Acuity, A mutual Insurance Company | | | 14184 |
| INSURER B : Texas Mutual Insurance Company | | | 22945 |
| INSURER C : Pacific Insurance Company, Limited | | | 10046 |
| INSURER D : | | | |
| INSURER E : | | | |
| INSURER F : | | | |

COVERAGES **CERTIFICATE NUMBER:** 625970620 **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 <input checked="" type="checkbox"/> CG2033R (06/13) <input checked="" type="checkbox"/> CG2010F (04/13) GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | Y | ZH3603 | 12/1/2023 | 12/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | Y | Y | ZH3603 | 12/1/2023 | 12/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | Y | Y | ZH3603 | 12/1/2023 | 12/1/2024 | EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ |
| B | 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 Y | N/A | 0001185875 | 12/1/2023 | 12/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| C | Professional Liability | | | 83 OH 0557325-23 | 8/8/2023 | 8/8/2024 | 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)

| | |
|--|---|
| CERTIFICATE HOLDER FOR INFORMATION ONLY . . . | 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  |



JACOB & MARTIN LTD

| | | |
|--|---|--|
| Unique Entity ID CTY8LEQ1XA15 | CAGE / NCAGE 5TYQ2 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Feb 26, 2025 | |
| Physical Address 3465 Curry LN Abilene, Texas 79606-8217 United States | Mailing Address 3465 Curry Lane Abilene, Texas 79606-8217 United States | |

Outstanding A&E firm! Jacob-Martin, LLC has awesome people who truly care about their clients & the people they serve—with excellent skills to match their high level of commitment! Cannot go wrong with this group!

*- Dr. Glen Teal, ED.D
Superintendent, Jim Ned CISD*


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

6/3/2024
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.

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.

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

06/03/2024
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

Engineer/Architect/Surveyor Rating Sheet

Name of Respondent EHT
Evaluator's Name Rob Durham

Date of Rating 6/4/2024

Experience -- Rate the respondent for experience in the following areas:

| <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 | 15 | <u>15</u> |
| 3. Has worked on projects that were located in this general region. | 10 | <u>10</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 | 15 | <u>15</u> |
| Subtotal, Experience | <u>60</u> | <u>58</u> |

Work Performance

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Past projects completed on schedule | 10 | <u>10</u> |
| 2. Manages projects within budgetary constraints | 5 | <u>5</u> |
| 3. Work product is of high quality | 10 | <u>10</u> |
| Subtotal, Performance | <u>25</u> | <u>25</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 | <u>15</u> | <u>15</u> |

TOTAL SCORE

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---------------------|-----------------|--------------|
| Experience | 60 | <u>58</u> |
| Work Performance | 25 | <u>25</u> |
| Capacity to Perform | 15 | <u>15</u> |
| Total Score | <u>100</u> | <u>98</u> |

Engineer/Architect/Surveyor Rating Sheet

Name of Respondent CHT
 Evaluator's Name Cynthia Northrop

Date of Rating 6.4.2024

Experience -- Rate the respondent for experience in the following areas:

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Has previously designed _____ type of projects | 20 | <u>15</u> |
| 2. Has worked on federally funded construction projects | 15 | <u>15</u> |
| 3. Has worked on projects that were located in this general region. | 10 | <u>10</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 | 15 | <u>15</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>10</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>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

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---------------------|-----------------|--------------|
| Experience | 60 | <u>55</u> |
| Work Performance | 25 | <u>23</u> |
| Capacity to Perform | 15 | <u>14</u> |
| Total Score | 100 | <u>92</u> |

Engineer/Architect/Surveyor Rating Sheet

Name of Respondent EHT
 Evaluator's Name Jessica Suller

Date of Rating 6-4-2024

Experience -- Rate the respondent for experience in the following areas:

| <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 | 15 | <u>15</u> |
| 3. Has worked on projects that were located in this general region. | 10 | <u>10</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 | 15 | <u>15</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>8</u> |
| 2. Manages projects within budgetary constraints | 5 | <u>4</u> |
| 3. Work product is of high quality | 10 | <u>10</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>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

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---------------------|-----------------|--------------|
| Experience | 60 | <u>58</u> |
| Work Performance | 25 | <u>22</u> |
| Capacity to Perform | 15 | <u>14</u> |
| Total Score | 100 | <u>94</u> |

Engineer/Architect/Surveyor Rating Sheet

Name of Respondent Jacob Martin
Evaluator's Name Rob Durham

Date of Rating 6/4/2024

Experience -- Rate the respondent for experience in the following areas:

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Comments</u> <u>Score</u> |
|--|-----------------|---------------------------------|
| 1. Has previously designed _____ type of projects | 20 | <u>19</u> |
| 2. Has worked on federally funded construction projects | 15 | <u>15</u> |
| 3. Has worked on projects that were located in this general region. | 10 | <u>9</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 | 15 | <u>15</u> |
| Subtotal, Experience | <u>60</u> | <u>58</u> |

Work Performance

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Past projects completed on schedule | 10 | <u>10</u> |
| 2. Manages projects within budgetary constraints | 5 | <u>5</u> |
| 3. Work product is of high quality | 10 | <u>10</u> |
| Subtotal, Performance | <u>25</u> | <u>25</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 | <u>15</u> | <u>15</u> |

TOTAL SCORE

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---------------------|-----------------|--------------|
| Experience | 60 | <u>58</u> |
| Work Performance | 25 | <u>25</u> |
| Capacity to Perform | 15 | <u>15</u> |
| Total Score | <u>100</u> | <u>98</u> |

Engineer/Architect/Surveyor Rating Sheet

Name of Respondent Jacobs & Martin Date of Rating 6.4.2024
 Evaluator's Name Cynthia Northrop

Experience -- Rate the respondent for experience in the following areas:

| <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 | 15 | <u>15</u> |
| 3. Has worked on projects that were located in this general region. | 10 | <u>10</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 | 15 | <u>15</u> |
| Subtotal, Experience | 60 | <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>10</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>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

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|---------------------|-----------------|--------------|
| Experience | 60 | <u>60</u> |
| Work Performance | 25 | <u>22</u> |
| Capacity to Perform | 15 | <u>14</u> |
| Total Score | 100 | <u>96</u> |

Engineer/Architect/Surveyor Rating Sheet

Name of Respondent Jacob Martin
 Evaluator's Name Jessica Sutter

Date of Rating 6/4/2024

Experience -- Rate the respondent for experience in the following areas:

| <u>Factor</u> | <u>Max.Pts.</u> | <u>Score</u> |
|--|-----------------|--------------|
| 1. Has previously designed _____ type of projects | 20 | <u>19</u> |
| 2. Has worked on federally funded construction projects | 15 | <u>15</u> |
| 3. Has worked on projects that were located in this general region. | 10 | <u>10</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 | 15 | <u>15</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>10</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>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> |
|---------------------|-----------------|--------------|
| Experience | 60 | <u>59</u> |
| Work Performance | 25 | <u>22</u> |
| Capacity to Perform | 15 | <u>15</u> |
| Total Score | 100 | <u>96</u> |



BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Resolution 2024-12 appointing a commissioner to serve as Mayor Pro-tem.

Department: Administration

Staff Contact: Jessica Sutter

Title: City Secretary

BACKGROUND INFORMATION:

In accordance with Section 1.08(g) of the Texas Municipal Law, At the first meeting of each new City Commission, one of the commission members shall be elected president pro-tempore (i.e., mayor pro-tem) who shall hold this office for one year. In the case of the failure, inability, or refusal of the mayor to act, the mayor pro-tem shall perform the duties of the mayor. If both the mayor pro-tem and the mayor are absent, any commission member may be appointed to preside at the meeting. (Tex. Loc. Gov't Code §22.037.) When serving as the presiding officer at a meeting in the mayor’s absence, the mayor pro-tem or the commission member acting in the mayor’s place shall retain their right to vote on matters before the commission without regard to a tie.

During the June 2024 meeting, Commissioner Place 4 was appointed as Mayor Pro-Tem. He served the full year at this time. A new Mayor Pro-Tem will need to be determined.

FINANCIAL IMPACT:

N/A

STAFF RECOMMENDATION:

Move to approve Resolution 2024-12 appointing _____ to serve as Mayor Pro-Tem.

**CITY OF BRECKENRIDGE, TEXAS
RESOLUTION 2024-12**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS APPOINTING COMMISSIONER _____ TO SERVE AS MAYOR PRO TEM; PROVIDING FOR THE INCORPORATION OF PREMISES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 4.11 of the City Charter of the City of Breckenridge, the Commission shall elect a Mayor Pro Tem; and

WHEREAS, the City Commission wishes to appoint a Commission Member to serve as Mayor Pro Tem.

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

Section 1. That the above findings are true and correct.

Section 2. That Commission Member _____ is hereby appointed by the City Commission to serve as Mayor Pro Tem.

Section 3. That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 4th of June 2024.

CITY OF BRECKENRIDGE

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary



**BRECKENRIDGE CITY COMMISSION
AGENDA SUMMARY FORM**

Subject: Discussion and any necessary action regarding the capital purchase of a dump truck for Street Department

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Our entire Public Works Department is in dire need of replacement of aging equipment.

Currently in our Street Department:

1996 – Grader

2008 – Skid Steer

2008 – Backhoe (traded in for 2024 backhoe)

2008 – Loader

2009 – Boom Mower

2024 – Backhoe (replaced 2008 Backhoe which was traded in for credit)

The equipment is used in the maintenance of our streets, drainage, demo of substandard homes and repair of streets after water/sewer line repairs. Staff have sourced a dump truck from buyboard that will aid the Street Department in the function of their duties. The dump truck has a ten' dump body and does not require a CDL to operate (see attached quote and specs).

FINANCIAL IMPACT:

Cost is \$124,973.22. Funds are available from the Certificates of Obligation 2023 (Streets) and is a qualified purchase.

STAFF RECOMMENDATION:

Approve purchase of dump truck using CO 2023 funds and authorize City Manager to execute the documents.



Retail Proposal

Financing Available!



[Scan QR Code to Complete an Application](#)

Date: **May 23, 2024**

CUSTOMER INFORMATION

Name: **City of Breckenridge**
 Name:
 Address:
 CSZ:
 Phone: Cell:
 Fax: Contact:
 Email:

EQUIPMENT INFORMATION

Stock #: **65365** UNITID
 Year: **2025** BODY
 Make: **Mack**
 Model: **MD7**
 VIN: **1M2MDBAB5SS076107**
 Salesperson: **Dan Southall**

EQUIPMENT SPECIFICATIONS

| | | | |
|------------------|---------------------|----------------|---------------------------------|
| Engine Make: | Cummins 6.7L | Wheelbase: | Modified to fit Dump Bed |
| Horsepower: | 300 | Frame: | |
| Engine Brake: | | Interior Trim: | Vinyl |
| Transmission: | Allison 2500 | Wheels Front: | 22.5 Steel |
| Front Axle: | 12,000 | Wheels Rear: | 22.5 Steel |
| Rear Axle: | 21,000 | Tire Size: | 11R22.5 |
| Rear Suspension: | Air | Tire Front: | |
| Ratio: | 5.57 | Tire Rear: | |

Chassis Includes the Following Local Extras:

| | |
|-----------------|----------|
| Prep | |
| Install 10' Box | \$22,375 |
| HGAC Contract | |

| | | Each | Multiple Total |
|---|-------------------|---------------------|---------------------|
| Trade-In Information: | Trade 1: Trade 2: | \$124,759.00 | \$124,759.00 |
| Allowances: | | - | |
| VIN: | | | |
| Year: | | | |
| Make: | | | |
| Model: | | | |
| Payoff: | | | |
| Quantity | 1 | Price before TAX | 124,759.00 |
| OTHER CHARGES: | | | |
| Tax, Title, and License Fees (Estimated): | | 5.00 | 5.00 |
| Purchase Coverage | Type: _____ | - | - |
| Insurance | Type: _____ | - | - |
| Dealer Inventory Tax and Doc Fee | | 209.22 | 209.22 |
| Cash Down Payment: | | | |
| TOTAL: | | \$124,973.22 | \$124,973.22 |

Dealer Signature: _____

Customer Signature: _____

Date: _____

Date: _____

A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services relating to the closing of a sale. A documentary fee may not exceed \$50 for a motor vehicle contract or a reasonable amount agreed to by the parties for a heavy commercial vehicle contract. This notice is required by law.



ORDER ORDWTLLC0015 774

Page 1/3
Date 4/17/2024

Warren Truck and Trailer, LLC
P.O. BOX 425
TALCO TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

| Bill To | Ship To | Contact |
|--|--|--|
| BRUCKNER TRUCK SALES I-20, EXIT 278 ABILENE TX | BRUCKNER TRUCK SALES I-20, EXIT 278 ABILENE TX | DAN SOUTHALL (888) 999-8144 Ext. 0000 |

| Purchase Order No. | | Customer ID | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|--------------------|---------|-------------|----------------|--|---------------|---------------|------------|
| | | BRU161 | CHRIS | DELIVERED | Net30 | 4/17/2024 | 10,023,779 |
| Ordered | Shipped | B/O | Item Number | Description | Unit Price | Ext. Price | |
| 1 | 1 | 0 | F-10 | DUMP BODY - FRAME TYPE - 10' Q-15287 STOCK TRUCK VIN 76107 ETA 4-17-24 Yardage: 6/8 Floor Material: 3/16 A1011 Front / Material: 38" 10 GA A1011 Side / Material: 32" 10 GA A1011 Vertical Side Brace: Yes Horizontal Brace: No Hoist / Cylinder: T10-5383 Hyd Tank: Steel Side Mount Hydraulics: 85 CC Gear Pump w DIN Shaft Tipping Valve: Chassis Mount | \$19,375.00 | \$19,375.00 | |
| 1 | 1 | 0 | TAILGATE | Air Operated: Yes Panel: 3 Vertical Material: 10 GA A1011 Height: 38 Slope: None Chains: 5/16" Double Acting: Yes | \$0.00 | \$0.00 | |
| 1 | 1 | 0 | DB OPTIONS # 1 | Cabshield: Full Width-1/2 (24") Asphalt Apron: 8" (BOLT ON) Bolt On: Yes | \$0.00 | \$0.00 | |
| 1 | 1 | 0 | LADDER | GRIP STRUT FOLD DOWN LADDER (3) RUNGS ON BODY (3) RUNGS BELOW BODY MOUNTED DRIVER SIDE FRONT PANEL | \$0.00 | \$0.00 | |
| 1 | 1 | 0 | LIGHTS | Lights/Harness: | \$0.00 | \$0.00 | |



ORDER ORDWTLLC0015 774

Page 2/3
Date 4/17/2024

Warren Truck and Trailer, LLC
P.O. BOX 425
TALCO TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

| Purchase Order No. | | Customer ID | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|--------------------|---------|-------------|------------------|---|---------------|---------------|------------|
| | | BRU161 | CHRIS | DELIVERED | Net30 | 4/17/2024 | 10,023,779 |
| Ordered | Shipped | B/O | Item Number | Description | Unit Price | Ext. Price | |
| 1 | 1 | 0 | INSTALL | LED Lights and Standard Harness Hydraulic Hoses/Fittings: Yes Pump: 85 CC Gear Pump w DIN Shaft Console: Clutch Shift Air - USE PTO SWITCH IF PROVIDED Conspicuity Tape: No Mudflaps and Brackets: Yes Chrome Turnouts: No Splash/Gravel Guards: No Side Boards: Metal -2x6 Covers: No Wires in Conduit No Delivery Fuel/Charges: Yes | \$0.00 | \$0.00 | |
| 1 | 1 | 0 | PAINT | Color: Warren Black (800-80007) | \$0.00 | \$0.00 | |
| 1 | 1 | 0 | PTO | POWER TAKE OFF PTO Muncie CS Series (Auto) ALLISON AUTOMATIC Note: Not following OEM maintenance can result in non warrantable failure. Check for leaks and loose mounting hardware within first week of use. Recheck at regular maintenance periods (see OEM manual for intervals). | \$0.00 | \$0.00 | |
| 1 | 1 | 0 | TARP | TARP system - installed Installation: Installed Brand: Donovan Manual / Electric: Electric Type: Arm Aluminum / Steel: Aliminum Bent Arm: No Tarp Size: 90'x17' Tarp Type: Mesh Side Flaps: No | \$1,825.00 | \$1,825.00 | |
| 1 | 1 | 0 | BRAKE CONTROLLER | Buyers Electric Brake Controller BC2A - Electric Brake Controller Wired to 6 Way | \$0.00 | \$0.00 | |



ORDER ORDWTLLC0015 774

Page 3/3
Date 4/17/2024

Warren Truck and Trailer, LLC
P.O. BOX 425
TALCO TX 75487

Phone (888) 734-4400
Fax (903) 379-4400
WarrenTruckAndTrailer.com

| Purchase Order No. | | Customer ID | Salesperson ID | Shipping Method | Payment Terms | Req Ship Date | Master No. |
|--------------------|---------|-------------|----------------|--|---------------|---------------|------------|
| | | BRU161 | CHRIS | DELIVERED | Net30 | 4/17/2024 | 10,023,779 |
| Ordered | Shipped | B/O | Item Number | Description | | Unit Price | Ext. Price |
| 1 | 1 | 0 | TOW PACKAGE | Pintle Plate: 3/4" Pintle Hitch: 30 Ton Glad Hands: Yes D Rings: Yes (Use Long D-Rings Mounted to Swing Side to Side) Tow Hooks: No Electric Plug: 6 WAY & 7 Way Pup Rigging: No ROUND STT AND BACK-UP ON L/R SIDES OF PLATE WIRE BRAKE CONTROLLER TO 6 WAY. | | \$0.00 | \$0.00 |
| 1 | 1 | 0 | DELIVERY | DELIVERY OF COMPLETED UNIT TO BRUCKNER - TYE TX DELIVERY CHARGES SHOWN IN SHIPPING COLUMN BELOW | | \$0.00 | \$0.00 |

Quotation reviewed and accepted by:
(signed) _____
Please fax back to us for entry as an order
NOTE: Quotation good for 10 days only

| | |
|----------------------------|-------------|
| Subtotal | \$21,200.00 |
| Crating Fee | \$0.00 |
| Tax | \$0.00 |
| Ship & Handling | \$1,175.00 |
| Trade In Allowance | \$0.00 |
| Total | \$22,375.00 |



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Ordinance 2024-09 of guidelines for filming in Breckenridge.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

Becoming a Film Friendly City is just one small, low-cost step we can take to contribute to generating economic development and meeting the City of Breckenridge’s **Strategic Goal Four: Promote Economic Development, Tourism, and Breckenridge as a Destination.**

There are three steps to becoming a certified film-friendly city (attend a workshop, pass administratively enforceable filming guidelines, and submit photos of potential film locations – we have several!) Staff have attended the workshop. Adopting this ordinance will meet the criteria of passing administratively enforceable filming guidelines. Staff will work with the BEDC and Breckenridge Downtown Development Committee on assistance with populating our contact info with the Texas Film Commission with the appropriate photos. The City has the minimum number required (five).

FINANCIAL IMPACT:

NA

STAFF Recommendation:

Approve Ordinance 2024-09 as presented.

ORDINANCE NO. 2024-09

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING CHAPTER 13, “OCCUPATIONAL LICENSES AND REGULATIONS”, OF THE BRECKENRIDGE CODE OF ORDINANCES BY ADDING ARTICLE VII, “FILM AND MEDIA PRODUCTIONS”; OUTLINING REGULATIONS FOR FILMING AFFECTING CITY-OWNED PROPERTY AND CITY EQUIPMENT AND PERSONNEL; 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 Commission of the City (the “City Commission”) has determined becoming a Film Friendly City would benefit the overall vitality of the City;

WHEREAS, the City Commission wishes to encourage filmmakers and all media production and moving image professionals to take advantage of the unique beauty, character, culture, and history of the City;

WHEREAS, the City Commission has adopted Chapter 13 “Occupational Licenses and Regulations” of the City’s Code of Ordinances to provide for regulations for various types of occupations within the City;

WHEREAS, the City Commission wishes to protect the personal and property rights of residents and businesses of the City, and finds that it is in the best interest of the public health, safety, and welfare to encourage film and media productions but establish reasonable regulations concerning the same.

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

I. Amendment to Chapter 13. Chapter 13, “Occupational Licenses and Regulations” of the Breckenridge Code of Ordinances is hereby amended to add Article VII, “Film and Media Productions”, which shall read as follows:

ARTICLE VII. FILM AND MEDIA PRODUCTIONS

Sec. 13-110. Purpose.

(a) The regulations contained in this article are intended to create a program for promoting economic development activity within the City and its vicinity. This article is also intended to protect the personal and property rights of the City’s residents and businesses, and to promote public health, safety, and welfare.

(b) This article governs requests for commercial use of City-owned property (including but not limited to public streets, rights-of-way, parks, and/or public buildings), commercial use of private property which may affect adjacent public or private property, and the use of City equipment, resources, and personnel in all types of motion picture production (including, but not limited to, feature films, television programs, commercials, music videos, documentaries, and corporate films).

Sec. 13-111. Definitions.

(a) Applicant: A person or entity desiring to engage in activities described in Section 13-110(b) who files an application with the City to engage in said activities pursuant to Section 13-113.

(b) Permittee: A person or entity who is granted a permit to engage in activities described in Section 13-110(b).

Sec. 13-112. City Authority.

(a) The City Manager may authorize by permit the use of any street, right-of-way, park, public building, equipment, or personnel for commercial uses in the filming or taping of movies, television programs, documentaries, commercials, training films, or other media, and related activities pursuant to the requirements of this article.

(b) The City shall have exclusive authority to grant a permittee the use of public streets, rights-of-way, parks, public buildings, equipment, resources, and personnel of the City, as well as authority to regulate the hours of production and the general location of the production. The City Commission reserves the full and absolute right, and authorizes the City Manager, to prohibit all filming or to order cessation of filming when necessary to promote public health, safety, and welfare.

(c) Permittees shall allow City departments (e.g., Police, Fire, Building) to inspect all structures, property, devices, and equipment to be used in connection with the filming and taping, as deemed appropriate by the City Manager.

(d) A permit under this Article does not constitute a grant of any ownership, leasehold, easement, or other property interest or estate in any City property or other property.

Sec. 13-113. Permit Requirements.

(a) Before filing an application for filming in the City, a potential applicant should contact City staff to discuss the production's specific filming requirements and the feasibility of filming in the City, and to coordinate other logistics and/or questions.

(b) The application must be submitted to the City within the time frames below:

(1) Commercials or episodic television: a minimum of two (2) business days prior to the commencement of filming or any substantial activity related to the project.

(2) Feature films: a minimum of five (5) business days prior to the commencement of filming or any substantial activity related to the project.

(3) Activity requiring closure of City property: at least two (2) months before the requested closure.

(c) The permit application must include the following information:

(1) Name, address, phone number, and email address of the applicant;

(2) Type, name, and brief summary of content of film or media production;

(3) Dates and times of proposed filming, in general;

(4) Locations of proposed filming, with estimated timelines for set-up, filming, and breakdown in each location;

(5) A list of the vehicles and types of equipment to be used during the filming, including proposed hours of use and proposed parking locations; and

(6) Name, mobile phone number, and email address of designated representative of the applicant.

(c) A permit fee, as set forth in Appendix A, Fee Schedule, shall be submitted with each permit application. The City Manager may waive this fee upon proof of an organization’s non-profit status.

(d) A security or damage deposit may be required within the discretion of the City Manager.

(e) An applicant must sign a hold harmless agreement, as part of the application, in which the applicant agrees to reimburse the City for costs and inconveniences of using City property, personnel, facilities, and/or other resources, as described in this article and as outlined in Appendix A, and for damage to public or private property caused by the applicant.

(f) The applicant shall attach a valid certificate of insurance, issued by a company authorized to conduct business in the State of Texas, naming the City and its agents, officers, elected officials, and employees as additional insureds, in an amount not less than \$1,000,000 general liability, including bodily injury and property damage with a \$1,000,000 umbrella and automobile liability (if applicable) in an amount not less than \$1,000,000 including bodily injury and property damage.

(g) The applicant shall include, as part of the application, a report noting any owners’, tenants’ and/or residents’ comments, along with their signatures, addresses and phone numbers, to the applicant’s notice of filming provided pursuant to Section 13-114.

Sec. 13-114. Notification to Neighbors.

Before the filing of an application for a permit pursuant to Section 13-113, above, the applicant shall provide a short, written description, approved by the City Manager, of the schedule for the proposed production to the owners, tenants, and residents of each property in the affected neighborhood(s) or areas where filming is to occur. The applicant, or his or her designee, shall notify each owner, tenant, and resident of all such property of the impacts to such property during the production (including but not limited to public property or street closures), and shall submit, as part of the application required

under Section 13-113, a report noting any owners', tenants' and/or residents' comments, along with their signatures, addresses and phone numbers. Based upon this community feedback, and other appropriate factors considered by the City Manager, the City Manager may grant or deny the permit application.

Sec. 13-115. City Equipment and Personnel.

(a) A permittee shall pay for all costs of any Police, Fire, Public Works, Parks and Recreation, or other City personnel assigned to the project (whether or not specifically requested by the production). Remuneration rates for the use of any City equipment, including police cars and fire equipment, will be established on a case-by-case basis as determined by the City Manager. A permittee shall pay all costs in full within ten (10) days after receipt of an invoice for said costs. The City Manager may, at his/her discretion, require an advance deposit for all costs related to City personnel and/or the use of City equipment.

(b) The City Manager, in consultation with the Chief of Police and/or Fire Chief, may impose additional police or fire requirements and level of staffing, at any time during a project if it is determined to be in the best interest of public health, safety, and welfare. Such costs shall be borne entirely by the permittee.

Sec. 13-116. Use of City-Owned Property.

(a) In granting a permit application, the City Manager may authorize the use of any street, right-of-way, park, or public building, use of City's name, trademark, or logo and/or use of City equipment and/or personnel for commercial uses in the project.

(b) A permittee shall not use, and permittee shall prohibit its employees and contractors from using, City property for any activities not expressly permitted by the City, which may include, but is not limited to, construction of structures, changing, modifying, or damaging property, or causing hazardous material to be brought onto the property.

(c) Any right of use granted to the applicant for use of City property shall be subject and subordinate to the City's necessary uses for municipal purposes. The City retains the right to all other persons to use the City property at the time that applicant is using the City property in a manner that does not unreasonably interfere with permittee's permitted activities.

(d) The City reserves the full and absolute right to prohibit all filming or to order cessation of filming activity in order to promote the public health, safety, and welfare, or convenience, or to protect the personal or property rights of City residents or businesses.

(e) On-street parking or use of public parking lots is subject to City Manager approval. The use of exterior lighting, power generators, or any other noise- or light-producing equipment requires approval of the City Manager.

Sec. 13-117. Hours of Filming.

Unless express written permission has been obtained from the City Manager in advance, and affected property owners, tenants, and residents have been notified, filming will be limited to the following hours:

- (a) Monday through Friday: 7:00 a.m. to 9:00 p.m.
- (b) Saturday, Sunday, & City-recognized Holidays: 8:00 a.m. to 10:00 p.m.

Sec. 13-118. Damage to Property.

(a) In order to leave City-owned property in as good condition as when received, permittees are responsible for and must provide professional cleaning, street sweeping, and/or sanitation services upon completion of work, if the City requests such services at any time. Upon such a request by the City, permittees must obtain approval from the City of the permittee’s arrangements for such services (which will not be unreasonably withheld). The City may require such approval before use of the City-owned property before production activity begins.

(b) If a permittee does not restore any property used in accordance with this Article to its original condition prior to the production, or to better than original condition, the permittee shall pay in full, within ten (10) days of receipt of an invoice, the costs of repair for any and all damage to public or private property, resulting from or in connection with, the production.

Sec. 13-119. Penalty.

Any person, firm, or corporation who intentionally, knowingly or recklessly violates any provision of this Article, as amended, shall be subject to a fine not to exceed the sum of five hundred dollars (\$500.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense, provided, however, that in all cases involving an intentional, knowing, reckless, or criminally negligent violation of any provision of this Article, as amended, governing public health shall be subject to a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense, and each and every day any such offense shall continue shall be deemed to constitute a separate offense.

II. Amendment to Appendix A. Section VI “Occupational Licenses and Regulations” or Appendix A, “Fee Schedule” of the Breckenridge Code of Ordinances is hereby to read as follows:

VI. Chapter 13 – Occupational Licenses and Regulations.

- (A) Permit Fee for Shows, Circuses, etc.(per day)(Sec. 13-3): \$50.00
- (B) Peddler License Fees (Sec. 13-65):
 - (1) Peddler or Solicitor:
 - (a) Application Fee: \$50.00
 - (b) License Fee: \$50.00
 - (2) Itinerant Vendor:

- (a) License Fee: \$250.00
- (3) Canvasser:
 - (a) Application Fee: None
 - (b) License Fee: None
- (4) Mobile Food Vendor:
 - (a) Application Fee: \$50.00
- (C) Gaming Machine Fees (Article VI):
 - (1) Permit Fee: \$1,000.00
 - (2) Occupations Tax (per machine): \$15.00
- (D) Film and Media Productions (Article VII):
 - (1) Permit Application Fee: \$25.00
 - (2) Fees for Inconveniences to Public Property:

| Activity | Cost per Calendar Day: |
|--|------------------------|
| Total or disruptive use (regular operating hours) of a public building, park, right-of-way, or public area | \$500.00 |
| Partial, non-disruptive use of a public building, park, right-of-way, or public area | \$250.00 |
| Total closure or obstruction of public street or right-of-way, including parking lots and on-street parking | \$50.00 |
| Partial closure or obstruction of public street or right-of-way, including parking lots and on-street parking | \$25.00 |
| Use of City parking lots, parking areas, and City streets (for the purpose of parking film trailers, buses, catering trucks, and other large vehicles) | \$50.00 |

III. 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.

IV. 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.

V. Open Meetings. It is officially found, determined and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered at such meeting, including this Ordinance was given, all as required by Chapter 551, as amended, Texas Government Code.

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 4th day of June 2024.

ATTEST:

Bob Sims, Mayor

Jessica Sutter, City Secretary

S E A L



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding Resolution 2024 – 15:
Vehicle & Equipment Use Policy adoption.

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

The City has not had a formal vehicle use policy. We do have a limited policy in place that is discussed with every new hire in the onboarding process. However, this policy is much more comprehensive and will provide a formal policy for administration to enforce across the entire organization.

FINANCIAL IMPACT:

NA

STAFF RECOMMENDATION:

Approve Vehicle and Equipment Use policy as presented.

RESOLUTION NO. 24-15

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS AMENDING THE PERSONNEL POLICY & PROCEDURE MANUAL TO INCLUDE CHANGES TO CHAPTER 15, EMPLOYEE STANDARDS OF CONDUCT, PROVIDING FOR POLICY #15.09 THROUGH 15.15 USE OF CITY PROPERTY

WHEREAS, The Breckenridge City Commission finds it in the best interest of the city and its employees, that the Employee Benefit policy be amended to include use of city property.

WHEREAS, the Breckenridge City Commission designates the City Manager and/or the City Secretary and/or Interim City Manager, as the authorities that have the power to write, reject, or alter the Personnel Policy & Procedure Manual for the City Commission to review and approve; and,

WHEREAS, after reviewing the proposed changes to the Personnel Policy and Procedure Manual, the Breckenridge City Commission finds it is in the best interest of the City and its employees to amend the Personnel Policy and Procedure Manual as provided.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF BRECKENRIDGE, TEXAS: Approves changing Chapter 15 - Employee Benefits of the Personnel Policy & Procedure Manual to include Policy 15.09 through 15.15 Use of City Property (attached as Exhibit “A”)

PASSED AND APPROVED this 4th day of June 2024 by the Breckenridge City Commission.

Bob Sims,
Mayor

ATTEST:

Jessica Sutter City Secretary

Resolution 24-15 "Appendix A"

15.09 USE OF CITY PROPERTY

GENERAL POLICY. The city attempts to provide each employee with adequate tools, equipment, and vehicles for the job being performed, and expects each employee to observe safe work practices and safe and courteous operation of vehicles and equipment in compliance with all applicable regulations.

15.10 USE OF TOOLS, EQUIPMENT, PROPERTY, AND VEHICLES.

Employees who are assigned tools, equipment, vehicles, keys, uniforms, or any other city property by their department heads are responsible for them and for their proper use and maintenance. Upon separation from the city, an employee shall immediately return all property of the city to their supervisor or to the Human Resources Department.

No personal or political use of any city property, materials, supplies, tools, equipment, or vehicles is permitted. If an employee is in doubt about a circumstance, he or she must check with the appropriate department head before proceeding. Violations of this policy may result in discharge and possible prosecution.

15.11 VALID DRIVER'S LICENSE.

All operators of city vehicles are required to have the valid State of Texas driver's license necessary for legal operation of that vehicle in the State of Texas and to keep the department head informed of any changes of status in their licenses. The Human Resources office will periodically check the driving records of all employees who operate city vehicles or are required to use their personal vehicle to conduct city business. Failure to maintain a safe driving record may result in disciplinary action. An employee may be required to participate in a defensive driving course if the employee is cited with a moving violation.

Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or equipment operator may result in a demotion or discharge.

15.12 VEHICLE INSURANCE.

The city maintains up-to-date insurance coverage on all vehicles owned by the city. Employees who drive a personal vehicle on city business are required to maintain automobile liability insurance as required by the State of Texas. Failure to do so may be grounds for disciplinary action up to and including discharge. A copy of the employee's current automobile liability insurance should be submitted with Travel forms if personal automobile usage is authorized. The City is not responsible for damage to the employee's vehicle or for employee's private insurance deductible. In addition, the city is not responsible for the operation and maintenance of privately owned vehicles beyond the amount of travel reimbursement.

15.13 ACCIDENT REPORTING.

Any employee operating city equipment or vehicles must report all vehicular accidents and property damage or liability claims to his or her department immediately.

Each vehicular accident, no matter how minor, must be reported to appropriate law enforcement authorities so that an official accident report can be filed. The department head must notify the Human Resources Department of any accident on the day of the accident if it occurred on a business day, and on the first business day following the accident if it occurred after hours or on a non-workday. Failure to make the notifications required herein is grounds for disciplinary action.

A copy of any accident report involving city equipment, or vehicles must be forwarded to the Human Resources Department as soon as the law enforcement investigation is completed. A copy of the accident report must also be filed in the personnel file of the employee involved in the accident.

15.13 ASSIGNED & TAKE-HOME VEHICLE POLICY.

The purpose of this policy is to outline the procedures, rules and regulations regarding the use of city vehicles by city employees; to permit or prohibit certain activities in respect to the use of an assigned or department vehicle; and to outline procedures for repair and maintenance of city vehicles.

I. General

- A. City employees will be eligible for the use of a city vehicle if approved by the City Manager and/or department head. Any employee operating a city vehicle shall possess a valid Texas driver's License appropriate for the type of vehicle being operated. Employees operating city emergency vehicles in emergency mode shall be trained in the operation of same by an appropriate licensing agency (e.g., Texas Department of Public Safety, TCLEOSE approved or certified academy). City vehicles shall at all times be operated in a lawful

fashion and with due regard for the safety of the employee, passengers, if any, and the motoring public.

- B. Vehicles assigned to city departments are subject to reassignment within the department at the discretion of the City Manager or department head. In addition, the driving privileges of any city employee may be suspended at any time for any reason by his/her City Manager or department head.

- C. Take home vehicles will be evaluated based on the business purpose related to the official duties of the department and must have prior approval by the Department Head and City Manager. Generally, positions that are on-call outside of normal working hours will be considered for take home vehicle use. Take home vehicles privileges are for employees who reside inside the county and no more than 30 miles from their respective office/facility. At no time shall family members or friends ride in the vehicle except in the furtherance of an official city act related to the official duties of the department or law enforcement task.
- D. Employees that are assigned or are in possession of a city vehicle shall surrender said vehicle at any time upon the request of the City Manager or department head.
- E. Alcoholic beverages and controlled substances will not be transported in city vehicles except in furtherance of a law enforcement or emergency health care task. Evidence or contraband should not be stored in vehicles during off-duty periods except when circumstances prevent the prompt storage of such evidence in a secure law-enforcement facility. In such an event, all effort should nonetheless be made to secure any such evidence within the vehicle, for example, in a lockbox locked and secured within the locked vehicle.
- F. Department heads should make every effort to ensure that a minimum number of department vehicles will be used to achieve any departmental objective. Employees in possession of an assigned or "take home" vehicle shall either store said vehicle at an appropriate city facility during extended leave or vacation or shall ensure that the vehicle is stored in a secure location that is known to and promptly accessible by his/her supervisor.
- G. Non-departmental personnel or private citizens should not be transported in a city vehicle except in furtherance of or incidental to an official city act related to the official duties of the department or law-enforcement task.
- H. City vehicles should not be used outside of the city except in furtherance of an official city act related to the official duties of the department.
- I. Law Enforcement officers may utilize their assigned vehicle to travel to and from an extra-job assignment *within the County* which is related to law enforcement, with prior approval of the Police Chief and City Manager. However, the vehicle should not be used as a part of employment unless specifically required by the very nature of the job, e.g., traffic control, escorts, parades, etc. In no event shall a city vehicle be used for an extra-job assignment outside of the County.
- J. Employees/officers shall only use their assigned vehicles in furtherance of the official duties of their department. Use of a city vehicle by employees/officers for minimal personal tasks such as meals, laundry, banking, etc., while on duty or on travel, or when traveling to or from work, shall be permitted only when such use is incidental to official duties. Employees should refrain from any personal use of a city vehicle. Complaints regarding personal use of a city vehicle will be reviewed on a case-by-case basis and the employee may be called upon by the City Manager or his/her department head to justify any personal use of a city vehicle. Employees should further remain mindful that misuse of government property is a criminal offense subject to prosecution

under Section 39.02 of the Texas Penal Code.

- K. When a city vehicle is being serviced, the employee/officer shall either remove all city property contained within same; or secure such property in such a fashion as to prevent tampering or theft. Failure to adhere to this policy may result in the employee/officer being held financially accountable for any loss or damage.
- L. Employees/officers operating or traveling in city vehicles should at all times comply with Texas law concerning the use of safety belts/restraints. The operator of the vehicle should ensure that passengers comply with same.
- M. Smoking/Vaping is strictly prohibited in all City owned vehicles and equipment.

II. Vehicle Maintenance

- A. Employees/Officers will keep their assigned vehicles and associated equipment in good working order and strive to maintain a clean and positive appearance. It is the responsibility of the assigned Employee/Officer to maintain the vehicle's appearance and meet required maintenance inspections, schedules, etc.
- B. Assigned vehicles will be delivered for regular or required service to the approved Fleet Maintenance locations in accordance with established routine maintenance schedules.
- C. In addition to following regular maintenance schedules, it is the responsibility of the employee/officer utilizing a city vehicle to notify the department head in writing of any mechanical and/or operational problem experienced or suspected. Written documentation of any such problem should be furnished to the department head at the first available opportunity.
- D. Employees/Officers will refrain from installing any additional equipment of any kind on any city vehicle without approval from the City Manager or department head. In addition, employees/officers will not alter or change department-issued and/or installed equipment or the operation of such equipment without approval from the City Manager or department head.

15.14 COMPUTER, ELECTRONIC MAIL, AND INTERNET USE.

It is the policy of the City of Breckenridge to ensure that the use of computers and electronic communications equipment is consistent with the City's legitimate business interests. Therefore, The City of Breckenridge reserves and intends to exercise the right to access and monitor the use of such equipment as deemed necessary. Employees shall adhere to the following guidelines when using computer and/or electronic communications equipment:

- A. Computers, computer files, software, the E-mail system and the Internet furnished to employees are city property intended primarily for business use only. Employees should not use a password, access a file, or retrieve any stored communication without authorization. city employees are prohibited

from installing any software on city Computers without the approval of the city. This includes software on and software upgrades available on the internet. Of specific note are those software products that afford peer-to-peer connectivity and open up portals that pose a significant security risk to the city's Network. The use of radio station software programs, all of which utilize large amounts of bandwidth, are also prohibited on city machines unless otherwise authorized for a city business-related purpose. Such software (peer-to-peer and radio stations software) should never be installed on City-owned computers, or any computer attached to the city's network without explicit authorization and prior notification to and review by the City Manager and City of Breckenridge third-party IT company. Existing installations of such software should be reported to the City Manager or third-party IT company. City employees are prohibited from installing City software on their (non-city) personal computers unless authorized by the City Manager or third-party IT company. In addition, employees are prohibited from altering the existing hardware or making additions to hardware on city computers without authorization.

- B. The city prohibits the use of computers, the E-mail system, or the Internet in ways that are disruptive to others. Inappropriate or offensive messages, images, or documents containing racial or religious slurs or sexually suggestive or explicit language/photographs are prohibited. Employees should also note that E-mail messages and other contents of a computer hard drive are a public record and are open to public inspection in accordance with the Open Records Act of the State of Texas.
- C. The city purchases and licenses the use of various types of computer software for business purposes. The city does not own the copyright to this software or its related documentation and unless authorized by the software developer, does not have the right to reproduce it. Employees shall use the software only in accordance with the license agreement. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties including fines and imprisonment.
- D. The Internet is to be used primarily for city business only and is not to be used for personal gain. Employees should adhere to the highest professional/ethical standards when using the Internet as they are representatives of the city. Employees should not access the Internet without city-authorized virus detection software enabled.
- E. Employees having knowledge of the misuse of any computer equipment, electronic communications equipment, or software shall notify their respective Department Head. The Department Head is responsible for notifying the Human Resources Department, and/or the appropriate law enforcement agency when necessary and applicable.
- F. Employees in violation of any portion of this policy shall be subject to

disciplinary action, up to and including termination. In addition, there are a number of state and federal laws regarding computer crimes. Certain violations may result in a person being charged with an offense or civil action being taken or which criminal or civil administrative penalties may be imposed. In the event that The City of Breckenridge incurs a cost due to employee negligence or misuse, the employee may be responsible for reimbursement of that cost.

- G. Non city employees should never be permitted to use city computer equipment without approval of the City manager or Department Head for specific authorization of city business only.

15.15 COUNTY ISSUED CELL PHONES.

City-issued cell phones are intended for city business only. City-issued cell phones may be used in place of a cell phone allowance for the City Manager, department head, or position requiring 24/7 access. Employees issued cell phones are discouraged from using them for personal use. They must never use them for private business and/or political purposes. Use of city-issued cell phones for illegal, unethical, sexual, or purposes that interfere with or affect the ability of the employee to perform their duties is expressly prohibited. Personal use of the cell phone could result in a cost to the employee if minutes, data, or messages exceed the contracted amount. The employee must re-pay the city for all charges plus taxes, by the end of the payroll period in which the billing is received. The accounting office will review all billing statements and any discrepancies will be reported to the City Manager or department head. If you misuse or fail to return the issued property when requested to do so you will be liable for full replacement cost of the equipment. Failure to comply with this policy as stated could result in disciplinary action up to and including termination.

CITY OF BRECKENRIDGE CELLULAR TELEPHONE AGREEMENT

As an employee of this City of Breckenridge, I, the undersigned employee, recognize and understand that City issued cell phones are provided for use in support of the business operations of this city and are to be used for legitimate business purposes. I further understand that the equipment belongs to The City of Breckenridge and is to be used in an effective, efficient, ethical, and lawful manner and in compliance with the City of Breckenridge Cell Phone Policy.

I am aware that the city reserves the right to review, audit, and inspect the city issued cell phone records at any time, with or without notice.

I understand that I am responsible for good care and maintenance of my assigned cell phone and may be required to pay for any damage done to this equipment due to my negligence.

I am aware that my assigned cell phone may be reassigned or withdrawn at any time, with or without notice, at the discretion of my supervisor.

I understand that I will surrender my city issued cell phone upon termination of employment (voluntary or involuntary termination, including retirement). At that point, I am aware no further use of my cell phone is authorized.

I understand work communications for city business conducted on the city issued cell phone are considered City of Breckenridge records and are subject to the Freedom of Information Act. It is a violation of this policy and a Class "A" misdemeanor, to delete, destroy, or otherwise make unavailable any City of Breckenridge business records.

I certify and acknowledge that I have read and understand City of Breckenridge Cell Phone Policy and will comply with the terms and conditions stated therein.

Employee Signature

Date

Cell Phone Number Assigned

Cell Phone Device Type

Cell Phone IMEI



BRECKENRIDGE CITY COMMISSION AGENDA SUMMARY FORM

Subject: Discussion and any necessary action regarding approval of Ordinance 2024-07 updating the Schedule of Fees (second reading)

Department: Administration

Staff Contact: Cynthia Northrop

Title: City Manager

BACKGROUND INFORMATION:

In May the first reading of the updates to the fee schedule were approved. Any fee schedule changes must be approved at 2 commission meetings. The approval of this second reading will put all changes to the fee schedule effective as of June 4, 2024.

The attached Ordinance updates the schedule of fees with these changes included (Changes in red)

- ✓ Chapter 3-Parks Playgrounds, etc.
 - Adding fees for a City Pool Punch Card. This will allow residents to purchase a punch card for twelve passes to the city pool for \$30.00.
 - Updating Pool Party rates. 2-hour rental rate for \$200.00.
 - Updating Pool Party Rental available dates to include Friday, Saturday, and Sunday
- ✓ Chapter 10-Garbage Trash, Weeds, and Other Waste
 - Include fees for Brush (For Commercial Customers ONLY)
 - In the past brush has not been specifically addressed in the fee schedule, and therefore has had inconsistent application of pricing. In an effort to codify and clarify our policies we are proposing an update. Currently, brush is included in the standard dump rates for Roll-Off and small dumpsters. However, the brush does not go into those containers and is placed in a separate area where it is eventually burned. Staff have researched the fees and associated costs and have recommended that residents be allowed to dump brush at no cost as long as they have a current water bill and driver's license. Non-residential customers will be charged a minimum rate of \$10.00 for a truckload and \$20.00 for a

trailer. Commercial customers will be charged at a flat rate of \$20.00 for a truckload and \$40.00 for a trailer.

| Brush Price | |
|--|-----------------------|
| Commercial Customers | |
| \$20.00 | Truck Bed-Commercial |
| \$40.00 | Trailer-Commercial |
| Non-Residential Customers | |
| \$10.00 | Truck Bed-Residential |
| \$20.00 | Trailer-Residential |
| Brush dumping is free for residential customers with current water bill and drivers license | |

- Free brush dumping for residents is in addition to the free trash dump that they already get each month.
 - Non-resident brush dumping fee truckload - \$10.00
 - Updated Business hours of Convenience Station
- ✓ Chapter 21-Water and Sewers-Water Rate Schedule
 - Addition of a Cleanup fee
 - This includes two thousand gallons of water usage for 5 days for the minimum fee of \$42.72. This is primarily used for property owners to have availability of water for a limited period to clean and prepare properties before/after move-in/out.

FINANCIAL IMPACT:
See schedule of fees.

STAFF RECOMMENDATION:
Consider approval of the second reading of Ordinance 2024-07 updating the schedule of fees.

ORDINANCE NO. 2024-07

AN ORDINANCE OF THE CITY OF BRECKENRIDGE, TEXAS, REPEALING AND REPLACING ORDINANCE NOS. 2023-11; ESTABLISHING A GENERAL FEE SCHEDULE FOR THE CITY OF BRECKENRIDGE; INCLUDING REVISED RATES FOR PRIVATE POOL PARTIES; CREATING RATES FOR CITY POOL PUNCH CARDS; UPDATING CONVENIENCE STATION RULES AND FEES TO BE CHARGED; CREATING A CLEAN UP FEE FOR WATER SERVICE; PROVIDING AN OPEN MEETINGS CLAUSE; AND ESTABLISHING AN EFFECTIVE DATE.

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

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

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

- I. Repeal. Ordinance No. 2023-11 adopted on September 5, 2023 is hereby repealed. All other ordinances or parts of ordinances in conflict herewith shall be and are hereby repealed to the extent of such conflict.
II. Enactment. This Ordinance shall be the Fee Schedule Ordinance of the City of Breckenridge and shall establish all fees under the Breckenridge Code of Ordinances.

Fee Schedule of the City of Breckenridge, Texas
Effective June 4, 2024

I. Chapter 3 - Parks, playgrounds, etc.

- (A) Non Profit Organization
Non Profit Organizations may request the rental fee be waived for the facility; however, the deposit shall be required.
(B) Park Pavilion and Trade Barn Rental (Sec. 3.20)
(1) Daily Rental Fee \$50.00
(2) A deposit not to exceed \$100.00 shall be charged with said deposit being returned to the renter upon leaving the facilities in an appropriate condition, to include but not be limited to all trash picked up, lights turned off, doors locked and restrooms satisfactorily cleaned.
(C) City Pool Per Session Fee (Sec. 3.20)
(1) Individual, ages 4 years old and up \$3.00
(2) Individual, ages 3 years old and under free
(3) Child care facility with prior approval from Public Services Director \$2.00
(D) City Pool Punch Cards (Sec. 3.20)
(1) 12 sessions \$30.00
Punch cards can be purchased at City Hall or The City of Breckenridge Aquatic Center for cash and check only
(E) Pool Party Rates (Sec. 3.20)
(1) 2-hour (minimum) rental available on Friday, Saturday, and Sundays. Maximum 150 people. \$200.00

II. Chapter 4 - Animals and Fowl

- (A) Permit for Selling, Grooming, Breeding, or Boarding of Dogs (Sec. 4-14): \$75.00 per year
(B) Dog License Fee (Sec. 4-20): \$10.00 per year
*The Dog License Fee may be waived by the Animal Services Supervisor in the interest of animal care.
(C) Impoundment Fees (Sec. 4-31):

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

III. Chapter 5 - Buildings and Structures

For any inspection or review required under Chapter 5 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

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

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

 - (1) Residential: \$50.00
 - (2) Commercial: \$50.00 plus \$0.05 per square foot
 - (3) Re-inspection Fee: \$25.00 per trip
- (H) Contractor Registration (Sec. 5-112): \$48.00

IV. Chapter 9 - Fire Protection and Prevention

For any inspection or review required under Chapter 9 which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection or review.

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

V. Chapter 10 - Garbage, Trash, Weeds and Other Wastes

- (A) Administrative Sanitation Fee: \$5.00

(B) Trash Rate Codes:
 (RI = Residential Inside City Limits, CI = Commercial Inside City Limits, RO = Residential Outside City Limits, CO = Commercial Outside City Limits)

| | | |
|----------------------|------------------------------|--------------------|
| T1 - RI | 1 Poly Cart | \$ 16.74 |
| T2 - RI | 2 Poly Carts | \$ 25.11 |
| T3 - RI | 3 Poly Carts | \$ 33.48 |
| T7 - RO | 1 Poly Cart | \$ 16.74 |
| T8 - RO | 2 Poly Carts | \$ 25.11 |
| T9 - RO | 3 Poly Carts | \$ 33.48 |
| T13-CI at RI rate | 1 Poly Cart | \$ 16.74 |
| T25 | 1 Poly Cart Delivery/Removal | \$28.00 per occur. |
| Lockbar Rental | | \$13 per occur |
| Lockbar Installation | | \$95.00 per occur. |

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

CITY OF BRECKENRIDGE CONVENIENCE STATION RULES AND FEES TO BE CHARGED

Residents get 1 Free Trash Dump (8' Bed P/U Rounded) per month with current water bill and drivers license

ROLL-OFFS-ALL ITEMS MUST BE PUT IN ROLL-OFF NOT ON GROUND

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 18.00 MINIMUM FEE
- \$ 45.00 5-6' BED P/U LEVEL FULL
- \$ 55.00 5-6' BED P/U ROUNDED UP
- \$ 65.00 8' BED P/U LEVEL FULL
- \$ 75.00 8' BED P/U ROUNDED UP
- \$ 140.00 16' TRAILER
- \$ 175.00 20' OR LARGER TRAILER

SMALL DUMPSTERS-ALL ITEMS MUST BE PUT IN DUMPSTER NOT ON GROUND

ITEMS ACCEPTED= NORMAL HOUSEHOLD TRASH/BAGGED TRASH

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 8.00 MINIMUM
- \$ 20.00 5-6' BED P/U LEVEL FULL
- \$ 30.00 5-6' BED P/U ROUNDED UP
- \$ 30.00 8' BED P/U LEVEL FULL
- \$ 50.00 8' BED P/U ROUNDED UP

BRUSH-FEES ARE FOR NON- RESIDENTIAL AND COMMERCIAL USE CUSTOMERS ONLY

Brush dumping is free for residential customers with current water bill and drivers license

NON-RESIDENTIAL CUSTOMERS

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 10.00 TRUCK BED
- \$ 20.00 TRAILER

COMMERCIAL CUSTOMERS

ATTENDANT MAY ADJUST FEES BASED ON SIZE OF LOAD

- \$ 20.00 TRUCK BED
- \$ 40.00 TRAILER

RECYCLE BINS-CARDBOARD BOXES MUST BE BROKEN DOWN

SEPTIC DUMPING \$0.05 PER GALLON

- ITEMS NOT ACCEPTED**
- APPLIANCES WITH FEON
 - PAINT-PAINT THINNER
 - CHEMICALS OF ANY KIND
 - TIRES
 - BATTERIES
 - VEHICLE PARTS
 - STONE OR CONCRETE
 - CONSTRUCTION MATERIAL
 - LUMBER MUST BE CUT INTO SHORT LENTHS 4' OR LESS
 - PALLETS

BUSINESS HOURS: WEDNESDAY 1PM-5PM, THURS-SAT 9AM-5PM

VI. Chapter 13 - Occupational Licenses and Regulations

| | | |
|-----|--|-----------------|
| (A) | <u>Permit Fee for Shows, Circuses, etc.</u> (Sec. 13-3): | \$50.00 per day |
| (B) | <u>Peddler License Fees</u> (Sec. 13-65): | |
| | (1) Peddler or Solicitor: | |
| | (a) Application Fee: | \$50.00 |
| | (b) License Fee: | \$50.00 |
| | (2) Itinerant Vendor: | |
| | (a) License Fee: | \$250.00 |
| | (3) Canvasser: | |
| | (a) Application Fee: | None |
| | (b) License Fee: | None |
| | (4) Mobile Food Vendor: | |
| | (a) Application Fee: | \$50.00 |
| (C) | <u>Gaming Machine Fees</u> (Article VI): | |
| | (1) Permit Fee: | \$1,000.00 |
| | (2) Occupations Tax (per machine): | \$15.00 |

VII. Chapter 14 - Offenses and Miscellaneous Provisions

| | | |
|-----|--|---------|
| (A) | <u>Sport Shooting Range Application Fee</u> (Sec. 14-2): | \$25.00 |
|-----|--|---------|

VIII. Chapter 16 - Cemetery

| | | | |
|-----|---------------------------|----------------------------------|-------------|
| (A) | <u>Costs</u> (Sec. 16-10) | | |
| | (1) | Administration Fee | N/A |
| | (2) | Section A | |
| | | Plot - Upright Head / Foot Stone | \$ 1,000.00 |
| | | Plot - Flat Head / Foot Stone | \$ 800.00 |
| | | Urn | \$ 150.00 |
| | (3) | Section B | |
| | | Plot - Upright Head / Foot Stone | \$ 1,200.00 |
| | | Plot - Flat Head / Foot Stone | \$ 1,000.00 |
| | | Urn | \$ 150.00 |
| | (4) | Section C | |
| | | Plot - Upright Head / Foot Stone | \$ 1,000.00 |
| | | Plot - Flat Head / Foot Stone | \$ 800.00 |
| | | Urn | \$ 150.00 |
| | (5) | Section J | |
| | | Plot - Upright Head / Foot Stone | \$ 800.00 |
| | | Plot - Flat Head / Foot Stone | \$ 400.00 |

| | | | |
|-----|-------------|----------------------------------|-----------|
| | | Urn | \$ 150.00 |
| (6) | Section K | Plot - Upright Head / Foot Stone | \$ 600.00 |
| | | Plot - Flat Head / Foot Stone | \$ 300.00 |
| | | Urn | \$ 150.00 |
| (7) | Baby Land | Plot - Flat Head / Foot Stone | \$ 50.00 |
| (8) | Columbarium | Niches | \$ 400.00 |
| | | | \$125.00 |

IX. Chapter 17 - Streets and Sidewalks

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

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

- (C) Public Right-of-Way Fees (Sec. 17-78):
 - (1) Transport Facilities: \$28.00 per Node in Right-of-Way per
 - (2) Network Nodes: \$250.00 per Node per year**
 - (3) Use of Service Poles: \$20.00 per Pole utilized, per year**

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

X. Chapter 21 - Water and Sewers

- (A) Water Taps (Sec. 21-1):
 - (1) 3/4-inch water tap only \$ 1,250.00
 - (2) 3/4-inch water tap and pavement repair \$ 1,750.00
 - (3) 3/4-inch water tap, bore and pavement repair \$ 2,575.00
 - (4) 1-inch water tap only \$ 1,450.00
 - (5) 1-inch water tap and pavement repair \$ 1,950.00
 - (6) 1-inch water tap, bore and pavement repair \$ 2,775.00
 - (7) 1 1/2-inch water tap only \$ 1,650.00
 - (8) 1 1/2-inch water tap and pavement repair \$ 2,150.00
 - (9) 1 1/2-inch water tap, bore and pavement repair \$ 2,975.00
 - (10) 2-inch water tap only \$ 1,850.00
 - (11) 2-inch water tap and pavement repair \$ 2,350.00
 - (12) 2-inch water tap, bore and pavement repair \$ 3,175.00

- (B) Meter Sets (Sec. 21-1):
 - (1) 3/4-inch meter set \$ 486.50
 - (2) 3/4-inch meter set outside city limits \$ 973.00
 - (3) 1-inch meter set \$ 638.75
 - (4) 1-inch meter set outside city limits \$ 1,277.50
 - (5) 1.5- inch meter set inside city limits: \$1433.25.... Outside: \$2866.50
 - (6) 2-inch meter set \$ 1,517.25
 - (7) 2-inch meter set outside city limits \$ 3,034.50

- (C) Sewer Taps (Sec. 21-1):
 - (1) 4-inch sewer tap only \$ 1,630.00
 - (2) 4-inch sewer tap and pavement repair \$ 1,980.00
 - (3) 4-inch sewer tap, bore and pavement repair \$ 3,600.00
 - (4) Sewer services larger than four inch require connection to an existing or installed manhole and shall be contracted and paid for by the requester.

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

- (D) Minimum Security Deposit (Sec. 21-11):
- (1) Customers in good standing: \$235.00
At least two times the minimum rate for single-family residential homes within the City limits.
 - (2) Customers with 2 or more disconnects within a 12 month period: \$440.00
 - (3) If, in the judgement of the Finance Director, the minimum security deposit shall be insufficient to insure the city against loss due to nonpayment of a final bill as a result of a customer's use of water above the normal use or based on the payment history, then such customer shall be required to make a deposit in an amount which in the judgement of the Finance Director will be sufficient to insure the city against loss due to nonpayment of final bill.

- (E) Extensions & Pay Arrangements (Sec. 21-11):
- (1) Payment Extensions: ONLY Two (2) extensions of a maximum of ten (10) calendar days will be permitted on each account within a calendar year.
 - (2) Payment Arrangements: At the descretion of the Finance Director or her/his designee, payment arrangements will be considered on a case by case basis. Account holder must come in to complete an application for the Finance Director's review, approval and conditions of arrangement fully explained and signed off by the account holder.
 - (3) Residential customers may request a temporary exemption of late charges once within a calendar year if they have a satisfactory 12-month history of on-time payments for utilities with the City.

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

| | <i>Inside City Limits</i> | <i>Outside City Limits</i> |
|---|---------------------------|----------------------------|
| (1) <i>Residential Single Family:</i> | | |
| First 2,000 gallons (minimum): | \$42.72 | \$65.43 |
| Next 3,000 gallons, per thousand: | \$7.22 | \$14.14 |
| Next 5,000 gallons, per thousand: | \$7.68 | \$15.04 |
| Next 10,000 gallons, per thousand: | \$8.93 | \$17.48 |
| Over 20,000 gallons, per thousand: | \$10.24 | \$20.06 |
| (2) <i>Commercial and Apartments:</i> | | |
| First 2,000 gallons (minimum): | \$53.19 | \$86.37 |
| Next 3,000 gallons, per thousand: | \$7.22 | \$14.14 |
| Next 5,000 gallons, per thousand: | \$7.68 | \$15.04 |
| Next 10,000 gallons, per thousand: | \$8.93 | \$17.48 |
| Over 20,000 gallons, per thousand: | \$10.24 | \$20.06 |
| (3) Add \$5.57 or \$11.67 to the minimum charge for each additional family, apartment or house over two (2) allowed for \$53.19 or \$86.37 minimum that is connected to the same meter . | | |
| (4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i> | | |
| per one thousand gallons: | | \$8.60 |
| (5) <i>High Mesa Water Company:</i> | | |
| First 2,000 gallons (minimum): | | \$45.50 |
| 2,001 gallons and over, per one thousand gallons: | | \$6.00 |
| (6) <i>Stephens Regional Special Utility District:</i> | | |
| per one thousand gallons: | | \$6.00 |
| (7) <i>Plant Water:</i> | | |
| treated per one thousand gallons: | | \$25.00 |
| raw per one thousand gallons: | | \$18.00 |
| (8) <i>Meter Access:</i> | | |
| Meter Reader unable to access meter to get reading due to customer parking over meter or any | | |

| | | | |
|-----|---|---------------------------|----------------------------|
| | blocking meter access in any way. | | \$25.00 |
| (G) | <u>Delinquent Account Fees</u> (Sec. 21-15): | | |
| | (1) Late Payment Fee: | | \$25.00 |
| | (2) Reconnection Fee: | | |
| | (a) During normal operating hours: | | \$25.00 |
| | (b) After hours: | | \$50.00 |
| (H) | <u>Rereads</u> (Sec. 21-16): | | \$10.00* |
| (I) | <u>Temporary Disconnection of Service</u> (Sec. 21-17): | | |
| | (1) Disconnection during normal operating hours: | | \$25.00 |
| | (2) Disconnection after hours: | | \$50.00 |
| | (3) Meter Tampering** | | \$100.00 |
| (J) | <u>Connection and Transfer Fees</u> (Sec. 21-19): | | |
| | (1) Connection Fee: | | |
| | (a) During normal operating hours: | | \$25.00 |
| | (b) After hours: | | \$50.00 |
| | (2) Transfer Fee: | | |
| | (a) During normal operating hours: | | \$25.00 |
| | (b) After hours: | | \$50.00 |
| (K) | Return Check Fee (non-sufficient fund charge) | | \$25.00 |
| (L) | <u>Clean up Fee (Sec. 21-14)</u> | | |
| | 2000 gallons water usage for 5 days | | \$42.72 |
| (M) | <u>Sewer Service Charges</u> (Sec. 21-44): | | |
| | | <i>Inside City Limits</i> | <i>Outside City Limits</i> |
| | (1) <i>Residential Single Family:</i> | | |
| | First 5,000 gallons (minimum): | \$51.80 | \$90.00 |
| | Over 5,000 gallons, per thousand: | \$4.68 | \$9.00 |
| | Maximum monthly charge: | \$102.70 | \$171.81 |
| | (2) <i>All other use:</i> | | |
| | First 5,000 gallons (minimum): | \$56.48 | \$99.00 |
| | Over 5,000 gallons, per thousand: | \$6.24 | \$12.00 |
| 2 | Maximum monthly charge: | \$525.20 | \$898.46 |
| | (3) <i>* Sewer Irrigation Credit:</i> | | |
| | Residential Single Family: | \$30.00 | \$60.00 |
| | All other use: | \$105.00 | \$210.00 |
| | (4) <i>Texas Department of Criminal Justice - Walker Sayle Unit:</i> | | |
| | per thousand gallons of water, or portion thereof, used monthly: | | \$5.05 |
| | (5) If a customer installs a separate irrigation meter to provide for the separate metering of irrigation water they may request to be charged for water use only and not to be charged for sewer services. | | |
| (N) | <u>Reconnection Fee</u> (Sec. 21-44): | | |
| | (1) Reconnection during normal operating hours: | | \$25.00 |
| | (2) Reconnection after hours: | | \$50.00 |

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

** Meter Tampering / Theft of Services:

In an effort to deter losses in water revenue, service calls and meter repair, any detected water meter tampering will be reported to the police, investigated, and charges filed. Tampering with a water meter is a Class A misdemeanor in Texas and punishable by a fine not to exceed \$4000, confinement in jail for a term not to exceed 1 year, or both. Individuals responsible for tampering may also incur civil liability and additional fees. Anyone who reconnects water service in any way after the city has disconnected the water for nonpayment

of delinquent bill. In addition to the amount of the delinquent bill, the reconnect fee, meter tampering fee and any damages shall be paid before water service will be reconnected. Any tampering with meter will result in meter removal and a tampering fee of \$100. Any account charged with tampering fee is required an additional \$300 deposit.

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

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

XI. Chapter 22 - Zoning

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

| | | |
|-----|---|-------------|
| (1) | Mobile Home Permits: | \$75.00 |
| (2) | Certificate of Occupancy (on commercial application): | \$75.00 |
| (3) | Locating Portable Building: | \$50.00 |
| (4) | Zoning: | \$400.00 |
| (5) | Preliminary Plat: | \$500.00 |
| (6) | Final Plat: | \$400.00 |
| (7) | Replat: | \$400.00 |
| (8) | Variance Request: | \$200.00 |
| (9) | Required Third-Party Review: | Actual Cost |

XII. Miscellaneous

For any inspection required under the Code of Ordinances or state law which is performed by a third-party on behalf of the City, the fee to be paid the City shall be the City's actual cost in having the third-party perform the inspection.

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

IV. **Effective Date.** This ordinance shall take effect immediately upon its adoption by the City Commission.

The above and foregoing ordinance was duly proposed, read in full, and adopted upon first reading on May 7, 2024 at a regular meeting of the City Commission.

The above and foregoing ordinance was read and finally adopted upon second reading on June 4, 2024 at a regular meeting of the City Commission.

Bob Sims, Mayor

ATTEST:

Jessica Sutter, City Secretary

S E A L

City of Breckenridge Convenience Station Rules and Fees

Residents Inside City Limits Get 1 Free Trash Dump Per Month (8' P/U BED Rounded)

Must present current water bill AND drivers license.

Verbally abusive language and/or treatment of the attendant may be cause for suspension of privileges.

All Items Must be Placed In Roll-Off. Do Not Place Trash On Ground.

| Trash in Roll-Offs | | |
|--|-----------|-------------------|
| Items Accepted: Normal Household Trash | | |
| \$18.00 | Minimum | |
| \$45.00 | Short Bed | P/U Level |
| \$55.00 | Short Bed | P/U Rounded |
| \$65.00 | Long Bed | P/U Level |
| \$75.00 | Long Bed | P/U Rounded |
| \$140.00 | 16' | Trailer |
| \$175.00 | 20' | Trailer Or Larger |

| Trash In Small Dumpster | | |
|---|-----------|-------------|
| Items Accepted: Normal Household Trash (Bagged) | | |
| \$8.00 | Minimum | |
| \$20.00 | Short Bed | P/U Level |
| \$30.00 | Short Bed | P/U Rounded |
| \$40.00 | Long Bed | P/U Level |
| \$50.00 | Long Bed | P/U Rounded |

| Brush Price | |
|--|-----------------------|
| Commercial Customers | |
| \$20.00 | Truck Bed-Commercial |
| \$40.00 | Trailer-Commercial |
| Non-Residential Customers | |
| \$10.00 | Truck Bed-Residential |
| \$20.00 | Trailer-Residential |
| Brush dumping is free for residential customers with current water bill and drivers license | |

We Accept:

- ✓ Check
- ✓ Money Order
- ✓ Credit/Debit Cards

No Cash Accepted

Cardboard Boxes Must Be Broked Down To Be Placed In Recycle Bins

Pallets Must Be Broken Down

Lumber Must Be Cut 4' or Less

| ITEMS NOT ACCEPTED | |
|-------------------------|-----------------------|
| Appliances w/ freon | Tires |
| Wet Paint/Paint Thinner | Vehicle Parts |
| Chemicals of any kind | Stone/Concrete |
| Construction material | Construction material |

ATTENDANT MAY ADJUST ALL FEES BASED ON THE SIZE OF THE LOAD