



The City of Bruceville-Eddy Rising into the Future

144 Wilcox Drive
Eddy, Texas 76524

www.bruceville-eddy.us

Phone: (254) 859-5964
Fax: (254) 859-5779

**Special Called City Council Meeting
January 5, 2023, 6:00 p.m.**

Citizens are encouraged to follow COVID-19 safety measures provided by CDC guidelines.

This meeting will be open to the public; however, meetings are also available to watch on our YouTube Channel:

<https://youtu.be/2ZcTiRJYjYs>

Search for “The City of Bruceville-Eddy” and click the subscribe button.

Please mute your phones and computers to avoid any interference during the meeting

1. Call to Order - Mayor Owens

- a) Greetings
- b) Invocation
- c) Pledge of Allegiance
- d) Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible.
- e) Roll Call

2. Citizen Presentations

The City Council welcomes public comments at this point on items not specifically listed on the agenda. Speakers must sign up before the meeting begins. Speakers are limited to five (5) minutes each. The Council cannot respond to matters not listed on the agenda until a future meeting.

3. Approval of Minutes

Council to discuss, consider, and possibly take action to approve the minutes from both the November 30, 2022 Special Called Council Meeting and the December 8, 2022 Special Called Council Meeting.

4. Police Chief's Report – Chief Michael Dorsey

5. Public Works Director's Report – Gene Sprouse

6. City Engineer's Report – Johnny Tabor

7. Code Enforcement Officer's Report – Thomas Arnold

8. City Administrator's Report – Kent Manton

9. Acceptance of Resignation - City Attorney

Council to discuss, consider, and possibly take action to accept the resignation of the City's currently appointed City Attorney, Mr. Neal Pirkle of the law firm Naman, Howell, Smith, and Lee, PLLC effective January 5th, 2023.



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10. Appointment of New City Attorney

Council to discuss, consider, and possibly take action on resolution 1-5-2023-1 of the City Council to appoint the law firm of Messer, Fort, and McDonald PLLC. as City Attorney and the agreement thereto, designation of Mr. Brad E. Bullock of said firm as a municipal officer, City Attorney.

11. Selection of Administration Services for Proposed CDBG Project

Council to discuss, consider, and possibly take action on resolution 1-5-2023-2 for the propose of authorizing administration services provider for project-related administration/project delivery services for a 2023/2024 CDBG grant for the City of Bruceville-Eddy.

12. Selection of Engineering Services for Proposed CDBG Project

Council to discuss, consider, and possibly take action on resolution 1-5-2023-3 for the propose of selecting and authorizing an engineering services firm to provide application and project-related engineering and design services for a 2023/2024 CDBG Grant for the City of Bruceville-Eddy.

13. Adoption of CDBG Code of Conduct

Council to discuss, consider, and possibly take action on resolution 1-5-2023-4 for the propose of selecting an administration services provider for project-related administration/project delivery services for a 2023/2024 CDBG grant for the City of Bruceville-Eddy.

14. Friendly Oaks and Westridge Water Plants – Repairs to Groundwater Wells

Council to discuss, consider, and possibly take action to address electrical and mechanical issues at the Friendly Oaks Water Plant site and the Westridge Water Plant site that has resulted in their inoperability, including the approval of any needed repairs and related expenditures.

15. Vehicle Purchase – Public Works Director Gene Sprouse

At the request of the Budget Committee, Council to discuss, consider, and possibly take action on the purchase of a truck for the Public Works Department in an amount not to exceed \$50,000.00 using budgeted funds from the Water Fund.

16. Regulation of Sex Offender Residency – Chief Michael Dorsey

Council to discuss, consider, and possibly take action on ordinance 1-5-2023-2 amending the code of ordinances of the City of Bruceville-Eddy, by the creation of offenses, exceptions, evidentiary matters, affirmative defenses, and exemptions relating to residency requirements of registered sex offenders.

17. Open Burning Ordinance Revisions – Consideration and Feedback

At the request of Mayor Owens and Councilman Wiggins; council to discuss, consider, and possibly take action on revisions to the City of Bruceville-Eddy's open burning ordinance.



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18. Sanitary Sewer System – Authorization of Publication: Notice of Intention to Issue Certificates of Obligation

Council to discuss, consider, and possibly take action on ordinance 1-5-2023-1 regarding a notice of intention to issue certificates of obligation for the purpose of constructing a sanitary sewer system, including a wastewater treatment plant and collection system.

19. Maintenance Service Agreement – Copier Services

Council to discuss, consider, and possibly take action on a request made by the city administrator to renew the maintenance service agreement with Texas Office Systems for copier services.

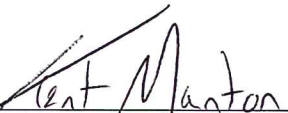
20. Community Announcements

21. Adjournment

For the safety of citizens, council members, and staff, upon adjourning of the city council meeting, citizens/visitors are asked to exit the building through the front entrance to City Hall immediately. Any bags, backpacks, purses, etc., that are being brought into the council meeting room are subject to security screening. Anyone (citizens, visitors) attending a city council meeting will be subjected to a metal detector screening before entering the council meeting room.

All items on the agenda are for discussion and/or action. The City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices,) and 551.086 (Economic Development). The city is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the City Administrator at least 48 hours in advance. Please contact the City Administrator at (254) 859-5700 or fax at (254) 859-5779 for information or assistance.

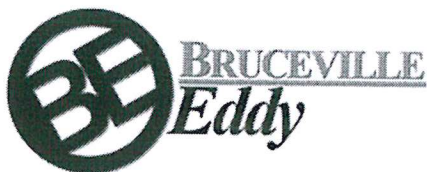
I, the undersigned authority, do hereby certify that the above Notice of Meeting of the governing body of the above named City of Bruceville-Eddy is a true and correct copy of said Notice and that I posted a true and correct copy of said Notice on the official notice case, at City Hall in the City of Bruceville-Eddy, Texas, a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 30th day of December, 2022 at 5:00 pm, and remained so posted, continuously, for at least 72 hours preceding the scheduled time of said Meeting.



Kent Manton, City Administrator
City of Bruceville-Eddy, Texas

12/30/2022
Date: _____





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**Special Called City Council Meeting
November 30, 2022, 5:00 p.m.
Minutes**

1. Call to Order by Mayor Owens at 5:00 pm

Councilmembers present: Connally Bass-Mayor Pro-Tem, Richard Prater, Cecil Griffin, Graham McGruer, and Ricky Wiggins.

Employees present: Kent Manton- City Administrator, Pam Combs-City Secretary, Chief Dorsey, Gene Sprouse-Public Works Director, Danielle McGruer-Court Clerk, Thomas Arnold-Code Enforcement, Johnny Tabor and Chris Hill-City Engineers.

2. Citizen Presentations

The City Council welcomes public comments at this point on items not specifically listed on the agenda. Speakers must sign up before the meeting begins. Speakers are limited to five (5) minutes each. The Council cannot respond to matters not listed on the agenda until a future meeting. **None**

3. Texas Community Development Block Grant Presentation – Public Management

Jake McAdams, Regional Project Manager from Public Management Inc. will provide a presentation on his firm and the types of projects that can be used with a Texas Community Development Block Grant.

Council Meeting adjourned at 5:23 pm

Public Hearing in session at 5:23 pm

4. Public Hearing – Texas Community Development Block Grant

Council to hear public comments regarding these City's intention to submit an application for a Texas Community Development Block Grant through The Texas Department of Agriculture.

5. Close Public Hearing – Texas Community Development Block Grant

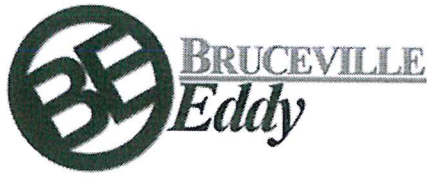
Public hearing closed at 5:29 pm

Council Meeting back in session at 5:29 pm

6. Approval of Minutes

Council to discuss, consider, and possibly take action to approve the minutes from the October 27, 2022 Regularly Called Council Meeting and the November 16, 2022 Special Called Council Meeting.

Motion made by Ricky Wiggins to approve minutes from October 27, 2022 Regularly Called Council Meeting and the November 16, 2022 Special Called Council Meeting, 2nd by Graham McGruer, Yeas 5, nay 0, motion passes.



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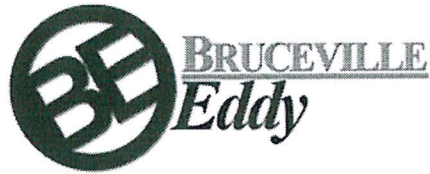
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7. **Police Chief's Report – Chief Michael Dorsey**
Oct 2022, Calls for Service: total 116; Arrest, Offense, Incident Reports: total 16; Crash Reports: total 7; Citations and Warnings: total 125; Citations Total: 53; Warnings Total: 72
Security checks: 232, School Zone Enforcement: 42, and Directed Traffic Enforcement: 60

Oct 2022, SRO: Calls for Service: 2, Security checks: 221, Citations & Warnings: 2 Citations/0 Warnings
Officer Basey (SRO) Monthly Activities & Comments: On October 19, 2022, Officer Basey presented the SB30 class to the high school (9-12) students.
8. **Public Works Director's Report – Gene Sprouse**
Non- Pay turn off: 23, Fixed Leaks: 15, Discounts: 3
9. **City Engineer's Report – Johnny Tabor**
Engineer's Report 10-30-2022
 1. **USDA Rural Development – New Wastewater System:**
Tabor & Associates, Inc. is waiting on USDA Rural Development to issue closing instructions and authorize the project to be bid. We issued a revised Right-of Way Map and Engineer's Map Certification which now includes all of the streets that will be used for the sewer and the Wastewater Treatment Plant site that is owned by the City.
 2. **Hydraulic Analysis & System Mapping Update:**
Tabor & Associates, Inc. presented to the City Council on Wednesday, November 16, 2022 the final Hydraulic Analysis Report and updated System Maps. We presented the City with 10 Copies of the written report and 10 sets of the updated system maps, and three large, colored hydraulic maps. We recommend that the City start immediately with the financial planning and engineering for the required improvements.
10. **Code Enforcement Officer's Report – Thomas Arnold**
Worked a total of 115 cases
11. **City Administrator's Report – Kent Manton**
Please refer to the attachment

Mayor Owens moved Item # 27 up next.
Selection of New City Attorney Services
Council to discuss, consider, and possibly take action to select a new City Attorney. Council will receive recommendations from the City Administrator and choose a candidate to appoint at a future meeting.
Motion made by Richard Prater to select Messer, Fort, and McDonald for the new city attorney. 2nd by Graham McGruer, yeas 3 nays 2, motion passes.

The council and citizens listened to presentations from Attorney Brad Bullock with Messer, Fort, and McDonald Law Firm and Attorney Kayla Landeros with West, Allbritton, and Gentry Law Firm



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Special Called Council meeting adjourned at 6:42 pm
Executive Session starting 6:42pm
To discuss Item #'s 27 and 28.
Executive meeting adjourned at 7:13 pm
Special Called Council Meeting back in session at 7:13 pm

12. Approval of Finances

- a) Council to discuss, consider, and possibly take action on approving October 2022 financial reports for the general and water fund accounts.
- b) Council to discuss, consider, and possibly take action on approving October 2022 accounts payable for the general and water fund accounts.

Motion made by Ricky Wiggins to table approving a and b, October 2022 financial reports for the general and water fund accounts and October 2022 accounts payable for the general and water fund accounts until January meeting, 2nd by Cecil, yeas 5, nay 0, motion passes.

13. Cast Ballots for Candidates to the Falls County Appraisal District Board of Directors

Council to discuss, consider, and possibly take action, by resolution, to vote on candidates to the Falls County Appraisal District Board of Directors.

Motion made by Ricky Wiggins to vote for Byrleen Terry and John Barrett to be the candidate to the Falls County Appraisal District Board of Directs., 2nd by Connally Bass, yeas 5, nay 0, motion passes.

14. Equipment Purchase – Mini Excavator

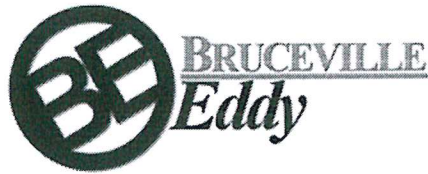
At the request of the Budget Committee, Council to discuss, consider, and possibly take action on the purchase of a new mini excavator for the Water Department from RDO Equipment Company in an amount not to exceed \$50,000.00.

Motion made by Ricky Wiggins to approve purchasing a new mini excavator for the Water Department from RDO Equipment Company in an amount not to exceed \$50,000.00. 2nd by Richard Prater, yeas 5, nay 0, motion passes.

15. Equipment Purchase – Fuel Depot

Council to discuss, consider, and possibly take action on a councilmember request for Chief Michael Dorsey to purchase a fuel storage tank and fuel pump using monies in the FY 2022-2023 budget (Asset Forfeiture Account) and approve the Finance Director to make any necessary budget amendments needed to compensate for this unfunded supplement to the approved budget. Chief Dorsey will present both new and used options along with pricing and availability.

Motion made by Ricky Wiggins to table requesting Chief Michael Dorsey to find out more information about the fuel storage tanks and bring it back to the council. 2nd by Graham yeas 5, nay 0, motion passes.



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16. Equipment Purchase – Emergency Siren

Council to discuss, consider, and possibly take action on the purchase of a Whalen emergency siren from SafetyCom and any necessary budget amendments needed to compensate for this unfunded supplement to the FY 2022-2023 approved budget.

No action on this tonight

17. Vehicle Purchase Update – Chief Michael Dorsey

Council to discuss, consider, and possibly take action on a request made by Chief Dorsey for the City Council to consider a vehicle purchase from several vehicles that are currently on inventory with Chicago Motors. Item originally approved by council at the September 22, 2022 Council meeting, with revisions at the October 27, 2022 Council meeting using money in the FY 2022-2023 budget (IRS Asset Forfeiture Account).

Motion made by Graham McGruer to approve the two-owner vehicle. 2nd by Connally Bass, yeas 4, nay 1, motion passes.

18. Selection of Mayor Pro Tempore

Council to discuss, consider, and possibly take action to select a Mayor Pro Tempore for the next year of service. The Mayor Pro Tempore, commonly known as the Mayor Pro Tem, presides over Council Meetings in the Mayor's absence.

Motion made by Ricky Wiggins to select Connally Bass to be the Mayor Pro Tempore for the next year, 2nd by Cecil Griffin, yeas 4, nay 0, abstain 1 motion passes.

19. Selection of New Citizen Member of Street Repair Committee

Council to discuss, consider, and possibly take action to select a replacement Citizen Member of the Street Repair Committee.

Motion made by Richard Prater to select Kent Manton to find a replacement for the street repair committee, 2nd by Cecil Griffin, yeas 5, nay 0, motion passes.

20. Agreement for Professional Services – Utilities Collections

Council to discuss, consider, and possibly take action to approve the Mayor to enter into agreement with MVBA LLC. Dba. Accounts receivable Collections Group, for the purpose of collecting past due utility accounts deemed uncollectable by City council.

Motion made by Connally Bass for the Mayor to move into an agreement with MVBA LLC. Dba. for the purpose of collecting past due utility bills, 2nd by Cecil Griffin, yeas 5 nay 0, motion passes.

21. Agreement for Professional Services – James Redden

Council to discuss, consider, and possibly take action to approve the City Administrator to enter into agreement with Mr. James D. Redden; ICC License # 5291454, State of Texas Plumbing Inspector License # 3537 for a period of time not to exceed six months.

Motion made by Connally Bass to approve the City Administrator to enter into agreement with Mr. James D. Redden for a period of time not to exceed six months. 2nd by Graham McGruer, yeas 5 nay 0, motion passes



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22. Agreement for Payment Processing Services

At the request of the Budget Committee, Council to discuss, consider, and possibly take action to approve the City Administrator to enter into agreement with The Payment Group, LLC; replacing our existing online payment vendor and allowing for any purchases to fully integrate the software into our existing utility and court management software up to the amount approved in the FY 2022-2023 budget of \$2,000.

Motion made by Ricky Wiggins that we approve this agreement with TPG 2nd by Richard Prater, yeas 5 nay 0, motion passes.

23. Agreement for Interlocal Cooperation

Council to discuss, consider, and possibly take action to approve the City Administrator and Chief of Police to enter into an interlocal agreement between the Cities of Waco, Robinson, Hewitt, Woodway, Lorena, Lacy Lakeview, Bellmead, McGregor, Beverly Hills, Riesel, West, Mart and other cities that may join in this Interlocal Cooperation Agreement in the future for the purpose of providing mutual aid were requested through their law enforcement agencies.

Motion made by Connally Bass to approve the City Administrator and Chief of Police to enter into an interlocal agreement between the Cities mention in Item #23. 2nd by Ricky Wiggins, yeas 5, nay 0, motion passes.

24. Security Policy

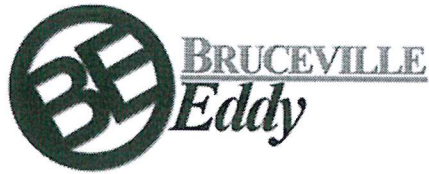
At the request of both Councilman Ricky Wiggins and Councilman Richard Prater; City Council to discuss, consider, and possibly take action on the creation of a security policy to govern the activities of City employees and councilmembers, further safeguarding the City of Bruceville-Eddy's property (both physical and digital), personnel, and assets.

Motion made by Ricky Wiggins for all the city employees, mayor and all the council members have code, card, key or whatever may be to this building. I would like to stipulate that the council members only need to be in here when the business is operational (8:00 am - 5:00 pm) 2nd by Richard Prater, yeas 5, nay 0, motion passes

25. Water Rate - New Rate Structure

Council to discuss, consider, and possibly take action to approve a new water rate structure for the Bruceville-Eddy Water System, including the addition of a water meter testing fee. Council will review our current rates along with recent rate increases passed along to the City of Bruceville-Eddy Public Water System from our bulk water supplier, Bluebonnet Water Supply Corporation. Council will discuss and review different options for updating our current rates and ensuring fund solvency.

Motion made by Graham McGruer that we propose a increase of the 12.52 percent like you said we got to pay for it or someone has to pay for it, that seems to be the less impacting of what is up there. 2nd by Cecil Griffin, yeas 5, nay 0, motion passes.



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26. Application for Appointment to Brazos G – Regional Water Planning Group

Council to discuss, consider, and possibly take action to approve the City Administrator to apply to serve on the Texas Water Development Board Brazos G Regional Water Planning Group as a member representing municipal interests.

Motion made by Graham McGruer approving the City Administrator to apply to serve on the Texas Water Development Board Brazos G Regional Water Planning Group as a member representing municipal interests. 2nd by Connally Bass, yeas 5 nay 0, motion passes.

27. Selection of New City Attorney Services

Council to discuss, consider, and possibly take action to select a new City Attorney. Council will receive recommendations from the City Administrator and choose a candidate to appoint at a future meeting.

Motion made by Richard Prater we give FMF a shot at being our new city attorney. 2nd by Graham McGruer, yeas 3, nay 2, motion passes

28. Executive Session

The City Council shall convene into executive session pursuant to the Texas Government Code, §551.074 (Personnel Matters) to discuss compensation of newly promoted Patrol Supervisor, Sergeant Jeffery Martinez.

Motion made by Connally Bass, I move to approve a promotion of Patrol Supervisor to Sergeant Jeffery Martinez and compensation as discussed in executive session, 2nd by Graham McGruer, yeas 5, nay 0, motion passes.

29. Community Announcements: None

30. Adjournment

Special Called Council Meeting adjourned at 9:11pm

Motion by Connally Bass 2nd by Ricky Wiggins, yeas 5 nay 0, motion passes

Linda Owens, Mayor

Date

Pam Combs, City Secretary

Date



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**Special Called City Council Meeting
December 8, 2022, 6:00 pm**

1. Call to Order by Mayor Owens at 6:00 pm

Councilmembers present: Cecil Griffin, Richard Prater, Ricky Wiggins, and Graham McGruer.

Absent: Connally Bass-Mayor Pro-Tem

City employees present: Kent Manton-City Administrator, Pam Combs-City Secretary, Danielle McGruer-Court Clerk, Laura Acosta-Water Clerk Supervisor, and Officer Dorsey

2. Citizen Presentations

The City Council welcomes public comments at this point on items **not** specifically listed on the agenda. Speakers must sign up before the meeting begins. Speakers are limited to five (5) minutes each. The Council cannot respond to matters not listed on the agenda until a future meeting. **None**

3. Hearing on Solid Waste Collection Services

Council to discuss, consider, and possibly take action on an agreement with Waste Connections, LLC. Council will hear presentation from both city staff and representatives of Waste Collections regarding the past provision of their solid waste removal services and take any corrective action deemed appropriate, to include the termination of the agreement.

Kent Manton, City Administrator, got up and addressed all the issues we are having with Waste Connection. Then Jimmy Esperza, District Manager for Waste Connection Waco area also addressed some of the issues we are having and answered all the questions the Mayor and Councilmembers were asking.

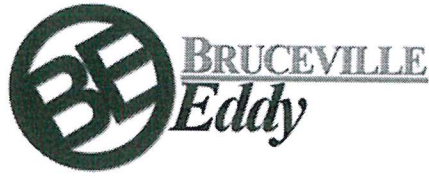
Special Called City Council Meeting adjourned to go into Executive Session at 6:55 pm

7:33pm the Executive Session is adjourned and our Special Called City Council Meeting is back in session.

Ricky Wiggins, Guys, this is and has been an ongoing issue that on repeated offences of trash service that is supposed to be provided to the City of Bruceville-Eddy is not being performed in accordance in the terms of the agreement. As shown in exhibits and testimonies, it's our belief that Waste Connection has not made a good faith attempt to continually maintain a substantial performance concerning picking up the trash as stipulated in the agreement; therefore, causing unnecessary hardships on the community and the City of Bruceville-Eddy.

However, we do believe in giving someone a second chance. So, it's our recommendation that we give Waste Connection a chance to redeem themselves and to supply the City of Bruceville-Eddy with continuous pick up of all the trash as it is meant to be without delay on days specified and any further failures to maintain trash services as agreed to maybe cause for termination pursuant to the terms of the contract.

Motion made by Graham McGruer that we continue the contract with Waste Connections with the understanding that when there is a complaint, that we can get notified when the complaint is resolved. So,



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we will receive an email notifying us the complaint was resolved. 2nd Cecil Griffin, yeas 4 nay 0, absent 1 motion passes

4. Water Rate Ordinance

Council to discuss, consider, and possibly take action on ordinance 12-8-2022-1; finalizing the water rates selected at the November 30, 2022 Special Called Meeting.

Motion made by Graham McGruer to approve ordinance 12-8-2022 finalizing the water rates selected at the November 30, 2022 Special Called Meeting, 2nd by Richard Prater, yeas 4, nay 0, absent 1, motion passes.

5. Community Announcements

6. Adjournment

Special Called Council Meeting adjourned at 7:42 pm

Motion made by Cecil Griffin 2nd by Graham McGruer, yeas 4, nay 0, absent 1, motion passes.

Linda Owens, Mayor

Date

Pam Combs, City Secretary

Date



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

Phone: 254-859-5072
Fax: 254-859-5258

Police Department Activity Report: November 1, 2022 – November 30, 2022

Calls for Service: Total 121

890 Dorsey	893 Richardson	894 Martinez	895 Savannah	896 Hesterberg
42	7	23	20	29

Arrest, Offense, Incident Reports: Total 10

890 Dorsey	893 Richardson	894 Martinez	895 Savannah	896 Hesterberg
3	0	2	2	3

Crash Reports: Total 3

890 Dorsey	893 Richardson	894 Martinez	895 Savannah	896 Hesterberg
2	0	0	0	1

Citations & Warnings: Total 89

890 Dorsey	893 Richardson	894 Martinez	895 Savannah	896 Hesterberg
2 citations 2 warnings	0 citations 3 warnings	42 citations 22 warnings	5 citations 7 warnings	1 citations 5 warnings

Citations Total: 50

Warnings Total: 39



Bruceville-Eddy ISD School Resource Officer

143 Wilcox Dr.
Eddy, TX 76524

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Phone: 254-859-5072
Fax: 254-859-5258

SCHOOL RESOURCE OFFICER ACTIVITY REPORT: November 1, 2022 – November 30, 2022

Calls for Service: 5

Security Checks: 178

Citations & Warnings: 5 Citations / 6 Warnings

Arrests: 4

BEISD SRO Monthly Activity Report: October 2022	
Admin Assist	8
Agency Assist	
Citizen Contact	6
Calls for Service	2
Classes given	1
Criminal activity/offense	1
Citations	1
Incident report	
Juvenile complaint	1
Motorist Assist	
Parent Conference	2
Staff Assist	7
Student Assist	3
Suspicious activity/person/circumstances	2
Traffic complaint	
Warnings	
Welfare concern/check	
Total:	34

BEISD SRO Monthly Activity Report:	
Nov-22	
Admin Assist	17
Agency Assist	
Citizen Contact	7
Calls for Service	5
Classes given	
Criminal activity/offense	5
Citations	5
Incident report	
Juvenile complaint	6
Arrest (Adult)	2
Juvenile arrest	2
Warrant arrest	1
Parent Conference	3
Staff Assist	11
Student Assist	14
Suspicious activity/person/circumstances	4
Traffic complaint	3
Traffic stops	6
Warnings	6
Welfare concern/check	
Total:	80

Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Expired Registration (Verbal Warning)
Display fictitious inspection sticker (Warning)
Disregard Stop Sign (Warning)
Failed to Signal Lane Change (Verbal Warning)
Disregard Stop Sign (Warning)
Speeding (Warning)
Failed to Yield ROW to Emergency Vehicle (Warning)
Speeding (Warning)
Failed to Signal Lane Change (Verbal Warning)
Wrong, Altered, or Obscured License Plate (Warning)
Driving While License Invalid(Driving While License Suspended)-D/L (Verbal Warning)
Wrong, Altered, or Obscured License Plate (Verbal Warning)
Disregarded Official Traffic Control Device (Warning)
Disregarded Official Traffic Control Device (Verbal Warning)
Operate Vehicle Without License Plate (or with one plate) (Verbal Warning)
Wrong, Altered, or Obscured License Plate (Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
No License Plate Light (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
Operate Vehicle Without License Plate (or with one plate) (Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Verbal Warning)
No License Plate Light (Verbal Warning)
Speeding (exceed Prima Facie limit at time and place for that type vehicle) (Warning)
Expired Registration (Warning)
Failed to Signal Lane Change (Verbal Warning)
Failed to Dim Headlights-Following (Warning)
Defective Stop Lamp(s) (Verbal Warning)

800 BLOCK W 3RD STREET
FRANKLIN ROAD / 4TH STREET
GRINDER ST // PLUM ST
HWY 7 // IH-35 FRONTAGE RD
I-35 frontage @ w 3rd st
IH-35 FRONTAGE // WOODLAWN
IH-35 MM 322
IH-35 NB // EXIT 325
IH-35 NB // EXIT 325
INTERSTATE HIGHWAY 35 MILE MARKER 315 FRONTAGE
INTERSTATE HIGHWAY 35 MILE MARKER 315 FRONTAGE ROA
INTERSTATE HIGHWAY 35 MILE MARKER 316
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INTERSTATE HIGHWAY 35 MILE MARKER 319 FRONTAGE ROA
NB I-35 @ MM 317
NB IH-35 MM 319
sb i-35 @ w 3rd



Police Department

143 Wilcox Dr.
Eddy, TX 76524

www.bruceville-eddy.us

Phone: 254-859-5072
Fax: 254-859-5258

Police Department Activity Report: November 1, 2022 – November 30, 2022

Security Checks: 316
School Zone Enforcement: 54
Directed Traffic Enforcement: 40



Call Type Report

BRUCEVILLE-EDDY POLICE DEPARTMENT

From: Nov. 1 2022
To: Nov 30 2022

Call Type Description	Number of Calls
911 HANGUP	1
ABANDONED VEHICLE	2
AGENCY ASSIST LORENA PD	5
AGENCY ASSIST MCSO	1
AGENCY ASSIST MOODY PD	2
AGENCY ASSIST OUTSIDE AGENCY	10
ALARM	1
ANIMAL VIOLATION	6
ASSIST BEPD OFFICER	4
ASSIST CITIZEN	2
CANINE - NARCOTIC SEARCH	2
COURTSEY TRANSPORT	2
CRIMINAL TRESPASS	3
DEADLY CONDUCT	1
DISCHARGE FIREARM	2
DISTURBANCE	4
ESCORT	1
FOLLOW UP INVESTIGATION	7
FOUND PROPERTY	2
HARASSMENT	2
KIDNAPPING	1
MOTOR VEHICLE COLLISION	9
MOTORIST ASSIST	10
NOISE COMPLAINT	2
PROWLER	1
PUBLIC SERVICE	1
RUNAWAY JUVENILE	1
SUICIDAL SUBJECT	5
SUSPICIOUS CIRCUMSTANCE	4
SUSPICIOUS CIRCUMSTANCES	3
SUSPICIOUS PERSON	6
SUSPICIOUS VEHICLE	3
TERRORISTIC THREATS	1
TOWED VEHICLE	1
TRAFFIC CONTROL	2

TRAFFIC HAZARD	6
VIOLATION CITY ORDINANCE	1
WARRANT SERVICE	9
WELFARE CONCERN	3

**** TOTALS BY JOB CODE ****

JOB CODE	NON-PAYMENT TURN OFF	TOTAL COMPLETED	TOTAL OUTSTANDING	TOTAL NEW	TOTAL PENDING	TOTAL VOID
NON - NON-PAYMENT TURN OFF	9			0	0	145
OCC - OCCUPANT CHANGE	7		42	1	0	0
GRAPH - GRAPH	6		0	0	0	0
LEAK - FIXED LEAK	17		0	1	0	0
CHECK - CHECK FOR LEAK	2		0	0	0	0
REREAD - REREAD	7		0	0	0	0
MISC - MISCELLANEOUS	1		0	0	0	0
REIN - REINSTATE	5		0	0	0	0
LOCA - LINE LOCATE	4		1	0	0	0
TRASH - TRASH CANS	12		1	0	0	0
CLEAN - CLEAN UP	0		1	0	0	0
INSTA - INSTALL NEW METER	1		2	0	0	0
DIS - DISCONNECT	1		0	0	0	0
STREE - STREETS	1		1	0	0	0
SWAP - METER CHANGE	2		0	0	0	0
INFO - INFORMATION	2		0	0	0	0
CON - CONNECT	1		0	0	0	0
TOTAL ALL CODES	78		48	2	0	145

	Street Patching		
Date:	Street:	Worked Done By:	
04-21-22	Ashley	KL/JG/RS	
05-19-22	Benton	JG/KL	
06-13-22	Hungry Hill	KL/RS/RS/JG	
08-25-22	Old Bruceville	CS/KL/RS	
08-26-22	Franklin	GS/KL/JG	
09-07-22	Archie	KL/CS/RS	
09-07-22	Mesquite	KL/RS/CS	
09-07-22	Church	KL/RS/CS	
09-07-22	First St	KL/RS/CS	
09-07-22	Grider	KL/RS/CS	
09-08-22	Temple	JG/KL/RS	
09-08-22	Washington	JG/KL/RS	
09-08-22	Ausborn	JG/KL/RS	
09-08-22	Fourth St	JG/KI/RS	
09-08-22	Eagle	JG/KL/RS/CS	
09-26-22	3rd St	GS/CS/RS/JG	replace culvert
09-28-22	Horseshoe Bend	GS/CS/RS/JG	
10-13-22	Hungry Hill	CS/RS/KL/RS	
10-14-22	Hungry Hill	GS/JG/KL/RS	
10-21-22	4th	CS/RS	
10-21-22	Temple	CS/RS	
10-21-22	Benton	CS/RS	
10-21-22	Aspen	CS/RS	
	Trimming	Trees	
11-1-22	Grider & Bruce	JG/KL/RS/GS	
11-1-22	Aspen	JG/KL/RS	
11-1-22	1st	JG/GS	
11-1-22	Benton	JG/KL/RS/GS	
11-1-22	Tatum	Rudy	
11-2-22	Tatum	Rudy	
11-2-22	N. Bruce	JG/KL/RS/GS	
11-8-22	Mackey Ranck	GS/CS/RS/KL/RS	
11-9-22	Mackey Ranch	GS/RS/CS/JG/RS/KL	
	Patching		
12-5-22	Franklin	JG/KL/RS	
12-5-22	Temple	JG/KL/RS	

12-5-22	Ausborn	JG/KL/RS	
12-5-22	Spruce	JG/KL/RS	
12-5-22	Evergreen	JG/KL/RS	
12-5-22	Hungry Hill	JG/KL/RS	

**City of Bruceville-Eddy
Engineer's Report 1-5-2023**

1. USDA Rural Development – New Wastewater System:

Tabor & Associates, Inc. is waiting on USDA Rural Development to issue closing instructions and authorize the project to be bid. We issued a revised Right-of-Way Map and Engineer's Map Certification which now includes all of the streets that will be used for the sewer and the Wastewater Treatment Plant site that is owned by the City.

CODE ENFORCEMENT/BUILDING INSPECTIONS/PERMITTING

NOVEMBER 2022 REPORT

NUMBER OF CODE ENFORCEMENT CASES

- 128 CASES WORKED
 - **NUMBER AND TYPES OF CASES**
 - 8 DANGEROUS BUILDING
 - 1 DOG AT LARGE
 - 1 DOG ON A CHAIN
 - 7 NO PERMIT
 - 50 HIGH GRASS AND WEEDS
 - 9 JUNKED VEHICLE
 - 2 LIVING IN RV
 - 48 RUBBISH
 - 1 SEPTIC SYSTEM
 - 1 SKIRTING/UNDERPINNING

NUMBER OF PERMITS ISSUED AND TYPE

- 3 PERMITS
 - DRIVEWAY
 - ROOF
 - SIDEWALK

BURN PERMITS MAX FOUR AT ONE TIME

- 12

INSPECTIONS

- 5 TOTAL
 - FEMP
 - INSULATION
 - FRAMING ROUGH
 - WATER LINE ROUGH
 - ROOF

FACILITY MAINTENANCE

- 23 HOURS

City Administrators Report: 1/5/2023

Annual Financial Audit

Our auditing firm wrapped up their on-site work the week of December 16, 2022. Over the past month, staff has worked with the team at BGFN to provide all requested documentation they in an effective manner to keep things on schedule and costs down. Our Finance Director furthered this commitment by answering questions and helping with some reports while away on leave. We have been informed that they will be finalizing the report in the month of January. I hope to have this report to you at one of our upcoming meetings.

Sewer System

We are still on track for a Spring closing according to the conversations I have had with our Bond Counsel, Dan Plietz and our USDA Loan Officer, Terri Chenoweth this past week. The next step in the process is for Council to begin the process of updating our bond ordinance. This will be a two-step process that will begin at our 1/5/2023 meeting and will culminate at the 3/23/2023 meeting. It should be noted however, that I misunderstood a portion of the process as Dan Plietz will not be able to submit the bond ordinance revision to USDA until after Council has authorized the language to be used. He will submit this to USDA after our 1/5/2023 meeting which will THEN begin the 30-90 day legal review that I have previously mentioned is required prior to receiving loan closing instructions and going out for bids.

We are taking proactive measures to address the gap in funding that we are aware exists. The Mayor and I have decided it best to go ahead and request a formal proposal from a company that we have been in initial talks with (BVRT out of San Antonio) that will spell out their solution to own and operate a portion of our wastewater system. More information on this front can be provided upon request.

Infrastructure Committee Report

The Infrastructure Planning Committee kicked off with an inaugural meeting on Monday December 19, 2022. After receiving several requests and nominations for service, two citizens were selected for the committee, Mr. Marc Fowler and Mrs. Ginger Tolbert. At our initial meeting we primarily discussed the issues found in the recently completed water system analysis and system mapping study.

Committee members were all in agreement that attention is needed to the aging and undersized water lines residing mostly in Falls County. They requested more information from our City Engineering firm to be provided at our next meeting regarding the proposed scope of work as well as some general cost estimates on fixing current issues vis-à-vis a fix plus and upsize for future growth simultaneously.

We will also began studying our proposed CDBG project and brainstormed some potential projects for consideration.

Other items discussed included adding another groundwater well in Falls County and the Cities financial position to secure additional financing for all of these proposed projects.

Street Committee Report

The Street Repair Committee met for a second time on December 6th, 2022 and reviewed our City Engineer's right-of-way map to see what streets will be impacted by our sewer system. Committee members discussed their observations from the field and worked together to determine a draft report of priority listed streets for overhaul. The roads selected as a priority this year, with consideration of the impacts from the forthcoming sewer installation are:

1. Archie Lane (excluding unimproved portion) and N Mesquite Street
2. Temple Street and Ausborn Street
3. Crescent Creek Lane
4. Horseshoe Bend (at East intersection of Old Moody Road)

The next step will be for committee members to review quotes and make selections on a final report for priority listed streets to send to Council for further review and approval.

I'm currently working with three different vendors to determine project costs: Waco Paving, Texas Materials Group, and McLennan County Road and Bridge Pct. 1.

Mr. Halbert Wilcox has accepted a role on the committee and will serve as a citizen representative replacing Mr. Graham McGruer who was recently elected to City Council.

The next meeting will take place January 12, 2023 at 10 a.m.

On another note, our Public Works crews have been staying on top of patching work across town.

Development

On December 7, 2022 staff hosted an initial staff conference with Tabor and Associates and RSK Engineering to discuss the needs and process specifics relating to the project that we shall from here on out refer to as the 'Bruceville-Eddy Travel Center'. This was the first staff conference that we conducted that required the newly implemented 'staff conference fee'. A detailed follow-up e-mail was provided that clearly spelling out all of the next steps they will need to take in the process. They have mentioned that they plan on requesting that the owner expedite this this project, however we have not yet heard back from the engineering firm as of 12/30/2022.



NAMAN HOWELL
SMITH & LEE^{PLLC}
ATTORNEYS AT LAW

400 Austin Avenue
Suite 800
Waco, Texas 76701
(254) 755-4100
Fax (254) 754-6331

Offices in:

- Austin
- Fort Worth
- San Antonio
- Waco

www.namanhowell.com

December 7, 2022

kmanton@bruceville-eddy.us

Kent Manton
City Administrator
City of Bruceville-Eddy
144 Wilcox Drive
Eddy, Texas 76524

Re: Resignation as City Attorney

Dear Mr. Manton:

This will confirm in writing that Naman Howell Smith & Lee, PLLC and myself are resigning as the City Attorney for the City of Bruceville-Eddy ("City"). This resignation is effective January 5, 2023. This resignation will include all civil and prosecutorial services that Naman Howell Smith & Lee, PLLC and/or myself are performing for the City. However, this will not prohibit the City from using or hiring Naman Howell Smith & Lee, PLLC or any of its attorneys to perform certain items on a case by case basis, such as bond counsel.

Should you have any questions, please do not hesitate to contact me at 254-755-4211.

Very truly yours,

NAMAN, HOWELL, SMITH & LEE, PLLC



BY:

Neal E. Pirkle

NEP/bjb

CITY OF BRUCEVILLE-EDDY

RESOLUTION NO. 1-5-2023-1

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY TO APPOINT A CITY ATTORNEY; TO AUTHORIZE THE MAYOR TO EXECUTE A CONTRACTUAL AGREEMENT FOR LEGAL SERVICES FOR CITY ATTORNEY; PROVIDING AN EFFECTIVE DATE

WHEREAS, on October 27, 2022, the City Council of Bruceville-Eddy authorized the City Administrator, Kent Manton to conduct a search for a new city attorney and bring proposals to a future City Council meeting; and

WHEREAS, on November 30, 2022, the City Council, in accordance with Section 22.071 of the Texas Local Government Code, by majority vote appointed the Messer Fort McDonald Firm to serve the City as City Attorney for the City of Bruceville-Eddy;

NOW THEREFORE BE IT RESOLVED THAT:

Section 1. All of the above premises are hereby found to be true and correct legislative and factual findings of the City of Bruceville-Eddy and are hereby approved and incorporated into the body of this Resolution as if copied in their entirety.

Section 2. The City Council does hereby appoint the Messer Fort McDonald Firm to serve as City Attorney for the City of Bruceville-Eddy and designates Bradford E. Bullock as City Attorney.

Section 3. The City Council does hereby authorize the Mayor to execute a contract for legal services as outlined in "Exhibit A," attached hereto.

Section 4. This resolution shall take effect from and after the date of its passage.

PASSED AND APPROVED BY A MAJORITY OF THE ELECTED ALDERMAN this the ___ day of _____, 2022.

CITY OF BRUCEVILLE-EDDY

Linda Owens, Mayor

ATTEST:

Pam Combs, City Secretary

EXHIBIT A – Contract for Legal Services



December 21, 20223

VIA EMAIL: kmanton@bruceville-eddy.us

Kent Manton, City Administrator
City of Bruceville-Eddy
144 Wilcox Drive
Eddy, Texas 76524

RE: Legal Services Agreement

Dear Mr. Manton:

Thank you for giving Messer, Fort & McDonald, PLLC (“MFM” or “Firm”) the opportunity to represent the City of Bruceville-Eddy. This letter outlines some of the specific terms of our engagement. If you have any questions about these matters, please call me.

1. **Client:** Our client will be the City of Bruceville-Eddy. Our representation in this matter is limited to the City of Bruceville-Eddy and the term “Client” does not include, and we do not represent, any other entities or individuals.
2. **Scope of Work:** City of Bruceville-Eddy hereby engages MFM to perform the following services:
 - a. Serve as City Attorney for the City of Bruceville-Eddy, which is considered general counsel work.
 - b. Perform any other services mutually agreed upon by City of Bruceville-Eddy and MFM; however, either party may request an addendum to this Agreement in a form mutually agreeable to the parties prior to the provision of additional services hereunder.
3. **Conflicts:** MFM represents that it has reviewed its records and has no conflicts of interest involving City of Bruceville-Eddy. MFM will do all within reason necessary to prevent and avoid any situation that might constitute a conflict. In the event a conflict arises, MFM shall promptly advise City of Bruceville-Eddy of such, in writing, and shall notify City of Bruceville-Eddy of MFM’s proposal to resolve the conflict.
4. **Personnel:** MFM has over twenty attorneys, including six partners, in its North Texas office and three partners in its Austin office. Bradford Bullock will fulfill the duties of City Attorney and be primary

contact and will have the primary responsibility for providing or supervising services for City of Bruceville-Eddy. Other MFM lawyers (including less experienced lawyers or contract lawyers selected by MFM) and legal assistants may be involved when MFM believes it would be beneficial or is necessary to serve City of Bruceville-Eddy. Attorney resumes can be viewed at www.txmunicipallaw.com.

5. **Results:** Any views MFM expresses about a likely outcome are only expressions of judgment, we do not make representations or guarantees to City of Bruceville-Eddy as to the probability of ultimate success or any particular result.

City of Bruceville-Eddy acknowledges and agrees that MFM's entitlement to payment for fees and expenses shall not be contingent upon the results obtained or the final disposition of the services for which MFM has been retained.

6. **Records:** City of Bruceville-Eddy should retain all originals and copies of documents City of Bruceville-Eddy desires for future reference. MFM will retain most of its file(s) for a certain period of time, but ultimately the file will be destroyed in accordance with our record retention schedule. MFM does not contact the client prior to such destruction.

City of Bruceville-Eddy recognizes that working papers shall be assembled and accumulated by MFM in connection with this representation, and that same shall belong to and remain the property of MFM.

7. **Litigation Matters:** MFM will represent City of Bruceville-Eddy with respect to the causes of action alleged against City of Bruceville-Eddy, its officers, employees or agents in a lawsuit only upon the request of City of Bruceville-Eddy. Likewise, we will initiate litigation only at the request of City of Bruceville-Eddy.

8. **Fees:** MFM shall bill City of Bruceville-Eddy monthly for services rendered and expenses incurred, in the manner agreed to herein, until such time as this Agreement has expired by its own terms or has been terminated. MFM shall separate invoices as requested by City of Bruceville-Eddy. Attorney's fees are based upon a consideration of time and labor involved, the skill requisite to perform the services properly, the preclusion of other employment by MFM due to acceptance of the matters identified herein, time limitations imposed by City of Bruceville-Eddy or other circumstances, results achieved, experience, reputation and ability, extraordinary time requirements, and MFM's hourly rates.

The Firm will bill City of Bruceville-Eddy at the following rates:

	General Counsel
Partners	\$190
Associate Attorney/Of Counsel	\$190
Paralegal Support	\$80

Time for legal work and travel is billed in tenth of an hour increments, as follows:

.1 = 6 minutes	.5 = 30 minutes	.9 = 54 minutes
.2 = 12 minutes	.6 = 36 minutes	1.0 = 60 minutes
.3 = 18 minutes	.7 = 42 minutes	

.4 = 24 minutes

.8 = 48 minutes

Opinion letters for PID, or similar type, bonds are a flat fee paid from the bond proceeds. Market rates (non-governmental) will be charged when City of Bruceville-Eddy is being reimbursed for legal expenses, such as by a developer or a debt issuance. City of Bruceville-Eddy understands that the costs of services can be estimated in advance on a per case basis, but no particular amount is guaranteed as the amount of time necessary to spend on a legal matter can be influenced by the actions of third parties. City of Bruceville-Eddy further understands that MFM hourly rates may be modestly increased on an annual basis, but that any annual increase shall be no more than ten percent of the current rate and the City will be advised in advance of any such increase before it goes into effect.

9. **Billing Practices and Payment:** MFM bills for matters on a monthly basis, and payment is due upon receipt of the statement. We do not bill for expenses associated with our representation except for filing and recording fees, litigation costs, and charges for extraordinary items which may be generated by the particular demands of the project involved.

If experts or consultants are retained or if other support services are required, e.g., mediators, engineers, court reporters, investigators, etc., these individuals or firms will be retained based upon City of Bruceville-Eddy's consent. City of Bruceville-Eddy will be responsible for paying the fees of these individuals or firms, and such payments should be made within thirty days of receipt of their invoice or MFM's invoice containing the charges for the third party. We will advise these individuals or firms that they are being retained by and for the benefit of City of Bruceville-Eddy and that City of Bruceville-Eddy is responsible for payment of their fees.

If City of Bruceville-Eddy has a question about MFM's billing procedures or statements, please ask Art Rodriguez. MFM prefers that questions be raised as soon as possible so that we can address the concerns and be certain City of Bruceville-Eddy understands our procedures and our statements and is fully satisfied with them.

10. **Termination:** Either party may terminate our representation at any time by notifying the other in writing. In either case, MFM's withdrawal will be accomplished pursuant to applicable ethical requirements. Upon termination of the representation, City of Bruceville-Eddy will be obligated to pay for all services rendered and expenses incurred.
11. **Amendments/Modifications:** City of Bruceville-Eddy and MFM may amend or modify this Agreement so long as such amendment or modification is reduced to writing and is mutually agreed upon by City of Bruceville-Eddy and MFM.
12. **Independent Legal Review:** MFM has written this engagement letter on its own behalf. Please feel free to seek independent legal advice from legal counsel of your choosing in order to review this engagement letter. MFM wishes to provide you ample opportunity to consult with independent counsel, we do not require that you return a signed copy of this letter immediately.
13. **Attorney Complaint Information:** MFM intends to maintain the high standard of ethical conduct towards City of Bruceville-Eddy and others as set out and enforced by the State Bar of Texas. If for any reason City of Bruceville-Eddy believes an attorney in MFM has violated the written rules of

professional conduct for lawyers and/or has questions prior to filing a grievance, City of Bruceville-Eddy may either contact the Office of the Chief Disciplinary Counsel of the State Bar of Texas by calling 1-866-224-5999 (toll free) or writing to P.O. Box 12487, Austin, Texas 78711-2487. Please note that by signing the grievance form any attorney-client privilege which would otherwise keep discussions between your attorney and you confidential will be waived.

- 14. Press Inquiries:** From time to time, we may receive media inquiries concerning City of Bruceville-Eddy. Applicable ethical requirements may preclude or limit our response to those inquiries. Subject to ethical limitations, MFM will abide by your instructions concerning whether and in what manner we respond to media inquiries. In the absence of specific instructions, we will respond to such inquiries in accordance with our best judgment, revealing non-confidential information when it is ethical to do so and appears to advance City of Bruceville-Eddy's interests.
- 15. Electronic Mail:** In the course of our representation, we may have occasion to communicate with you or with others by electronic mail. Such communications will not be encrypted. Although interception of such communications by a third party would constitute a violation of federal law, we can offer no assurance that such interception will not occur. We will abide by any instructions you may give us concerning electronic mail communications; in the absence of such instructions, we will use our own judgment regarding the advisability of using such means of communication.
- 16. Miscellaneous:** Duplicate counterparts of this Agreement may be or may have been executed by the parties hereto. Each such executed copy or counterpart shall have the full force and effect of an original executed instrument.

Any notice or communication required or permitted hereunder shall be in writing, and shall be sent by (a) personal delivery (provided that such delivery is confirmed by the courier delivery service), or (b) expedited delivery service with proof of delivery, or by United States mail, postage pre-paid, registered or certified mail, or (c) pre-paid facsimile, addressed as follows:

If to City of Bruceville-Eddy:

Pam Combs, City Secretary
Linda Owens, Mayor
Kent Manton, City Administrator
City of Bruceville-Eddy
144 Wilcox Drive
Eddy, Texas 76524

If to the Firm:

Messer, Fort & McDonald, PLLC
Attn: Bradford E. Bullock
4201 W. Parmer Ln., Ste. C-150
Austin, TX 78727

or to such other address or for the attention of such other person as thereafter shall be designated in writing by the applicable parties sent in accordance herewith. Any such notice or communication shall be deemed to have been given at either the time of personal delivery or, in the case of delivery service or certified or registered mail, as of the date of deposit or delivery to the United States Postal Service or expedited delivery service in the manner provided herein, or, in the case of facsimile, upon receipt. Any notice required by this Agreement shall be void and of no effect unless given in accordance with the provisions of this paragraph. Either party hereto may change the address for notice specified above for giving the other party two (2) days' advance, written notice of such change of address.

This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Aransas County, Texas.

This Agreement is executed by the authorized agent of City of Bruceville-Eddy and MFM, effective as of the date first above written.

- 17. Texas Lawyer's Creed:** On November 7, 1989, the Texas Supreme Court adopted the Texas Lawyer's Creed - a Mandate for Professionalism. Paragraph II, subparagraph 1 of the Creed requires us to advise you of its contents when we undertake representation. A copy of the Creed is enclosed. We intend to abide by the Creed.

If City of Bruceville-Eddy agrees with the foregoing, please sign and return one enclosed copy of this letter and retain the other copy for your records to be effective upon execution.

Again, we appreciate you employing Messer, Fort & McDonald, PLLC to represent you and we look forward to working with you and establishing a mutually beneficial relationship.

Sincerely yours,
Messer, Fort & McDonald, PLLC

Bradford E. Bullock, Partner

CITY OF BRUCEVILLE-EDDY AGREES TO RETAIN MESSER, FORT & MCDONALD, PLLC ON THE FOREGOING TERMS.

Linda Owens, Mayor
City of Bruceville-Eddy

PRIVACY NOTICE

Attorneys, like other professionals who advise on personal financial matters, are now required by a new federal law to inform their individual clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Therefore, we have always protected your right to privacy.

In the course of providing our clients with advice, we receive significant personal financial information from our clients and from others. If you are a client of Messer, Fort & McDonald, PLLC, you should know that all information that we receive from you or obtain in the course of representing you is held in confidence, and is not released to people outside the firm, except as expressly or implicitly authorized by you in the course of representing you, or as required under applicable law. We maintain physical, electronic, and procedural safeguards that comply with professional standards to protect your personal information.

**THE TEXAS LAWYER'S CREED—
A MANDATE FOR PROFESSIONALISM**
Adopted November 7, 1989
Table of Contents

ORDER OF ADOPTION
THE TEXAS LAWYER'S CREED—A MANDATE FOR
PROFESSIONALISM

- I. Our Legal System
- II. Lawyer to Client.
- III. Lawyer to Lawyer.
- IV. Lawyer to Judge.

ORDER OF ADOPTION

The conduct of a lawyer should be characterized at all times by honesty, candor, and fairness. In fulfilling his or her primary duty to a client, a lawyer must be ever mindful of the profession's broader duty to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals are committed to eliminating a practice in our State by a minority of lawyers of abusive tactics which have surfaced in many parts of our country. We believe such tactics are a disservice to our citizens, harmful to clients, and demeaning to our profession.

The abusive tactics range from lack of civility to outright hostility and obstructionism. Such behavior does not serve justice but tends to delay and often deny justice. The lawyers who use abusive tactics instead of being part of the solution have become part of the problem.

The desire for respect and confidence by lawyers from the public should provide the members of our profession with the necessary incentive to attain the highest degree of ethical and professional conduct. These rules are primarily aspirational. Compliance with the rules depends primarily upon understanding and voluntary compliance, secondarily upon re-enforcement by peer pressure and public opinion,

and finally when necessary by enforcement by the courts through their inherent powers and rules already in existence.

These standards are not a set of rules that lawyers can use and abuse to incite ancillary litigation or arguments over whether or not they have been observed.

We must always be mindful that the practice of law is a profession. As members of a learned art we pursue a common calling in the spirit of public service. We have a proud tradition. Throughout the history of our nation, the members of our citizenry have looked to the ranks of our profession for leadership and guidance. Let us now as a profession each rededicate ourselves to practice law so we can restore public confidence in our profession, faithfully serve our clients, and fulfill our responsibility to the legal system.

The Supreme Court of Texas and the Court of Criminal Appeals hereby promulgate and adopt "The Texas Lawyer's Creed—A Mandate for Professionalism" as attached hereto and made a part hereof.

In Chambers, this 7th day of November, 1989.

TEXAS LAWYER'S CREED

THE TEXAS LAWYER'S CREED—A MANDATE FOR PROFESSIONALISM

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism.

1. I am passionately proud of my profession. Therefore, "My word is my bond."
2. I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life.
3. I commit myself to an adequate and effective pro bono program.
4. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed.
5. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate legal means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest.

1. I will advise my client of the contents of this creed when undertaking representation.
2. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible.
3. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice.
4. I will advise my client that civility and courtesy are expected and are not a sign of weakness.
5. I will advise my client of proper and expected behavior.
6. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct.

Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

7. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party.
8. I will advise my client that we will not pursue tactics which are intended primarily for delay.
9. I will advise my client that we will not pursue any course of action which is without merit.
10. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel.
11. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct.

1. I will be courteous, civil, and prompt in oral and written communications.
2. I will not quarrel over matters of form or style, but I will concentrate on matters of substance.
3. I will identify for other counsel or parties all changes I have made in documents submitted for review.
4. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties.
5. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences or closings are cancelled.

TEXAS LAWYER'S CREED

6. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected.

7. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond.

8. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses.

9. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me.

10. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel.

11. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed.

12. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court.

13. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence.

14. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement.

15. I will readily stipulate to undisputed facts in order to avoid needless costs or inconvenience for any party-

16. I will refrain from excessive and abusive discovery.

17. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give

instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear.

18. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable.

19. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession.

1. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol.

2. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law.

3. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility.

4. I will be punctual.

5. I will not engage in any conduct which offends the dignity and decorum of proceedings.

6. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage.

7. I will respect the rulings of the Court.

8. I will give the issues in controversy deliberate, impartial and studied analysis and consideration.

9. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

STANDARDS FOR APPELLATE CONDUCT

Lawyers are an indispensable part of the pursuit of justice. They are officers of courts charged with safeguarding, interpreting, and applying the law through which justice is achieved. Appellate courts rely on counsel to present opposing views of how the law should be applied to facts established in other proceedings. The appellate lawyer's role is to present the law controlling the disposition of a case in a manner that clearly reveals the legal issues raised by the record while persuading the court that an interpretation or application favored by the lawyer's clients is in the best interest of the administration of equal justice under law.

The duties lawyers owe to the justice system, other officers of the court, and lawyers' clients are generally well-defined and understood by the appellate bar. Problems that arise when duties conflict can be resolved through understanding the nature and extent of a lawyer's respective duties, avoiding the tendency to emphasize a particular duty at the expense of others, and detached common sense. To that end, the following standards of conduct for appellate lawyers are set forth by reference to the duties owed by every appellate practitioner.

Use of these standards for appellate conduct as a basis for motions for sanctions, civil liability or litigation would be contrary to their intended purpose and shall not be permitted. Nothing in these standards alters existing standards of conduct under the Texas Disciplinary Rules of Professional Conduct, the Texas Rules of Disciplinary Procedure or the Code of Judicial Conduct.

LAWYERS' DUTIES TO CLIENTS

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by a real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. The lawyer's duty to a client does not militate against the concurrent obligation to treat with consideration all persons involved in the legal process and to avoid the infliction of harm on the appellate process, the courts, and the law itself.

1. Counsel will advise their clients of the contents of these Standards of Conduct when undertaking representation.
2. Counsel will explain the fee agreement and cost expectation to their clients. Counsel will then endeavor to achieve the client's lawful appellate objectives as quickly, efficiently, and economically as possible.
3. Counsel will maintain sympathetic detachment, recognizing that lawyers should not become so closely associated with clients that the lawyer's objective judgment is impaired.
4. Counsel will be faithful to their clients' lawful objectives, while mindful of their concurrent duties to the legal system and the public good.
5. Counsel will explain the appellate process to their clients. Counsel will advise clients of the range of potential outcomes, likely costs, timetables, effect of the judgment pending appeal, and the availability of alternative dispute resolution.
6. Counsel will not foster clients' unrealistic expectations.
7. Negative opinions of the court or opposing counsel shall not be expressed unless relevant to a client's decision process.
8. Counsel will keep clients informed and involved in decisions and will promptly respond to inquiries.

9. Counsel will advise their clients of proper behavior, including that civility and courtesy are expected.
10. Counsel will advise their clients that counsel reserves the right to grant accommodations to opposing counsel in matters that do not adversely affect the client's lawful objectives. A client has no right to instruct a lawyer to refuse reasonable requests made by other counsel.
11. A client has no right to demand that counsel abuse anyone or engage in any offensive conduct.
12. Counsel will advise clients that an appeal should only be pursued in a good faith belief that the trial court has committed error or that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.
13. Counsel will advise clients that they will not take frivolous positions in an appellate court, explaining the penalties associated therewith. Appointed appellate counsel in criminal cases shall be deemed to have complied with this standard of conduct if they comply with the requirements imposed on appointed counsel by courts and statutes.

LAWYERS' DUTIES TO THE COURT

As professionals and advocates, counsel assist the Court in the administration of justice at the appellate level. Through briefs and oral submissions, counsel provide a fair and accurate understanding of the facts and law applicable to their case. Counsel also serve the Court by respecting and maintaining the dignity and integrity of the appellate process.

1. An appellate remedy should not be pursued unless counsel believes in good faith that error has been committed, that there is a reasonable basis for the extension, modification, or reversal of existing law, or that an appeal is otherwise warranted.
2. An appellate remedy should not be pursued primarily for purposes of delay or harassment.
3. Counsel should not misrepresent, mischaracterize, misquote, or miscite the factual record or legal authorities.
4. Counsel will advise the Court of controlling legal authorities, including those adverse to their position, and should not cite authority that has been reversed, overruled, or restricted without informing the court of those limitations.
5. Counsel will present the Court with a thoughtful, organized, and clearly written brief.
6. Counsel will not submit reply briefs on issues previously briefed in order to obtain the last word.
7. Counsel will conduct themselves before the Court in a professional manner, respecting the decorum and integrity of the judicial process.
8. Counsel will be civil and respectful in all communications with the judges and staff.

9. Counsel will be prepared and punctual for all Court appearances, and will be prepared to assist the Court in understanding the record, controlling authority, and the effect of the court's decision.
10. Counsel will not permit a client's or their own ill feelings toward the opposing party, opposing counsel, trial judges or members of the appellate court to influence their conduct or demeanor in dealings with the judges, staff, other counsel, and parties.

LAWYERS' DUTIES TO LAWYERS

Lawyers bear a responsibility to conduct themselves with dignity towards and respect for each other, for the sake of maintaining the effectiveness and credibility of the system they serve. The duty that lawyers owe their clients and the system can be most effectively carried out when lawyers treat each other honorably.

1. Counsel will treat each other and all parties with respect.
2. Counsel will not unreasonably withhold consent to a reasonable request for cooperation or scheduling accommodation by opposing counsel.
3. Counsel will not request an extension of time solely for the purpose of unjustified delay.
4. Counsel will be punctual in communications with opposing counsel.
5. Counsel will not make personal attacks on opposing counsel or parties.
6. Counsel will not attribute bad motives or improper conduct to other counsel without good cause, or make unfounded accusations of impropriety.
7. Counsel will not lightly seek court sanctions.
8. Counsel will adhere to oral or written promises and agreements with other counsel.
9. Counsel will neither ascribe to another counsel or party a position that counsel or the party has not taken, nor seek to create an unjustified inference based on counsel's statements or conduct.
10. Counsel will not attempt to obtain an improper advantage by manipulation of margins and type size in a manner to avoid court rules regarding page limits.
11. Counsel will not serve briefs or other communications in a manner or at a time that unfairly limits another party's opportunity to respond.

THE COURT'S RELATIONSHIP WITH COUNSEL

Unprofessionalism can exist only to the extent it is tolerated by the court. Because courts grant the right to practice law, they control the manner in which the practice is conducted. The right to practice requires counsel to conduct themselves in a manner compatible with the role of the appellate courts in administering justice. Likewise, no one more surely sets the tone and the pattern for the conduct of appellate lawyers than appellate judges. Judges must practice civility in order to foster professionalism in those appearing before them.

1. Inappropriate conduct will not be rewarded, while exemplary conduct will be appreciated.
2. The court will take special care not to reward departures from the record.
3. The court will be courteous, respectful, and civil to counsel.
4. The court will not disparage the professionalism or integrity of counsel based upon the conduct or reputation of counsel's client or co-counsel.
5. The court will endeavor to avoid the injustice that can result from delay after submission of a case.
6. The court will abide by the same standards of professionalism that it expects of counsel in its treatment of the facts, the law, and the arguments.
7. Members of the court will demonstrate respect for other judges and courts.

**STANDARDS OF PRACTICE TO BE OBSERVED BY
ATTORNEYS APPEARING IN CIVIL ACTIONS**

Adopted in *Dondi Properties Corp. v. Commerce Sav. and Loan Assn.*,
121 F.R.D. 284 (N.D. Tex., July 14, 1988)

- A. In fulfilling his or her primary duty to the client, a lawyer must be ever conscious of the broader duty to the judicial system that serves both attorney and client.
- B. A lawyer owes, to the judiciary, candor, diligence and utmost respect.
- C. A lawyer owes, to opposing counsel, a duty of courtesy and cooperation, the observance of which is necessary for the efficient administration of our system of justice and the respect of the public it serves.
- D. A lawyer unquestionably owes, to the administration of justice, the fundamental duties of personal dignity and professional integrity.
- E. Lawyers should treat each other, the opposing party, the court, and members of the court staff with courtesy and civility and conduct themselves in a professional manner at all times.
- F. A client has no right to demand that counsel abuse the opposite party or indulge in offensive conduct. A lawyer shall always treat adverse witnesses and suitors with fairness and due consideration.
- G. In adversary proceedings, clients are litigants and though ill feeling may exist between clients, such ill feeling should not influence a lawyer's conduct, attitude, or demeanor towards opposing lawyers.
- H. A lawyer should not use any form of discovery or the scheduling of discovery, as a means of harassing opposing counsel or counsel's client.
- I. Lawyers will be punctual in communications with others and in honoring scheduled appearances and will recognize that neglect and tardiness are demeaning to the lawyer and to the judicial system.
- J. If a fellow member of the Bar makes a just request for cooperation, or seeks scheduling accommodation, a lawyer will not arbitrarily or unreasonably withhold consent.
- K. Effective advocacy does not require antagonistic or obnoxious behavior and members of the Bar will adhere to the higher standard of conduct which judges, lawyers, clients, and the public may rightfully expect.

Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, _____, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of _____ of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of _____

County of _____

Sworn to and subscribed before me on this _____ day of _____, 20____.

(Affix Notary Seal,
only if oath
administered by a
notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Printed or Typed Name

Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, _____, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: _____

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: _____

Signature of Officer

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-963135

Date Filed:
12/09/2022

Date Acknowledged:

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

Messer, Fort & McDonald
Frisco, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Bruceville-Eddy

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.

engagement for legal services
legal services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Messer, W. Andrew	Frisco, TX United States	X	
	Fort, Julie	Frisco, TX United States	X	
	McDonald, Brenda	Frisco, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is William Andrew Messer, and my date of birth is 11/16/1960.

My address is 7709 Ivey (street), The Colony (city), TX (state), 75056 (zip code), USA (country).

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

Executed in Collin County, State of Texas, on the 9 day of December, 2022.
(month) (year)

Andrew Messer
Signature of authorized agent of contracting business entity
(Declarant)

RESOLUTION 1-5-2023-2

A RESOLUTION OF THE BRUCEVILLE-EDDY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR A 2023/2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – COMMUNITY DEVELOPMENT FUND GRANT THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE.

WHEREAS, participation in the Texas Community Development Block Grant Program – Community Development Fund (CDBG) requires implementation by professionals experienced in the administration/project delivery of federally-funded projects and creation of planning documents;

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

WHEREAS, the proposals received by the due date have been reviewed to determine the most qualified and responsive provider for the 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 Public Management Inc. is selected to provide application and project-related administration/project delivery services for a 2023/2024 CDBG grant for the City of Bruceville-Eddy.
- 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 _____, 2023.

APPROVED:

Linda Owens, Mayor

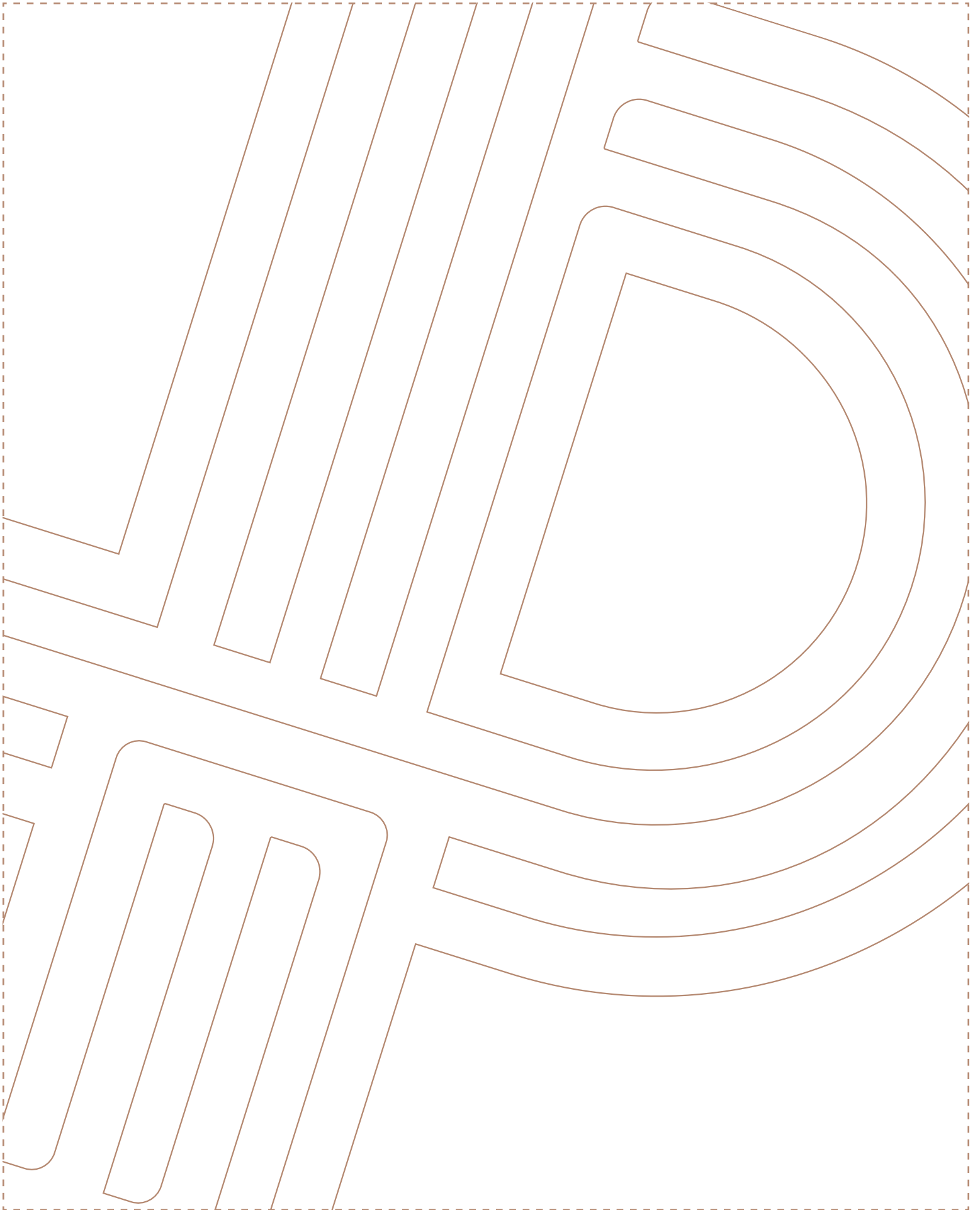
ATTEST:

Pam Combs, City Secretary



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







December 19, 2022

Kent Manton, MPA
City Administrator
City of Bruceville-Eddy
144 Wilcox Drive
Eddy, TX 76524

RE: City of Bruceville-Eddy Professional Grant Administration Services for Texas Community Development Block Grant (TxCDBG) 2023 / 2024 Community Development Fund

Dear Mr. Manton:

We are excited for the opportunity to submit this proposal to the City of Bruceville-Eddy for Grant 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 \$850 million** in various funding initiatives which span multiple state and federal sources. Of this amount **over \$142 million** is associated to community development projects. All project previously managed by Public Management, Inc. have been closed out on time and within budget.

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 in 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 proposed costs of services (\$40,000.00 / 8% of grant request), as detailed in Section V & VI of the included Administrative Services contract (See Proposed Cost of Services tab), for a period of ninety (90) days and will acknowledge the terms and conditions resulting in an awarded contract. We look forward to working on this much needed project!

Respectfully,

Patrick K. Wiltshire
President and CEO

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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

ABOUT US

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. 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.

THE PUBLIC MANAGEMENT, INC. TEAM



JAKE MCADAMS
Regional Project Manager



LISETTE HOWARD
Project Manager



Morgan Verette
Project Manager



DALTON AIKEN
Project Manager / GIS Technician

Public Management, Inc. will commit the Team consisting of Jake McAdams, Lisette Howard, Morgan Verette, and Dalton Aiken. Each member of the Team is located and works in the North Texas region, with the main office located in Granbury, Texas. As a group, this Team has secured and delivered impactful community projects for various cities and counties within the region.

Public Management, Inc. is uniquely positioned to deliver superior Grant Administration Services for the City for the following reasons: 1) Location - Granbury, Texas - easily accessible to City offices; 2) Experience securing and managing TDA TxCDBG contracts - over \$140 million; 3) Project and Location Familiarity - Public Management, Inc. Has worked in the region for decades and understands the needs of the communities within the area.

PROPOSAL STRUCTURE

This proposal is organized in a way that should be clear and concise to the reviewers. The Approach & Methodology section details our specific project approach and methodology for this Proposal, as well as provides a description of the services that will be conducted. The Proposed Cost of Services section will detail Public Management, Inc.'s fee structure and hourly rate. The Team included to get to know our staff. The Experience section will provide the overall impact that Public Management, Inc. has had on its clients. Within the References the reviewer will find client details and contact information. The Required Forms section includes all pertinent documents to this proposal and the Additional Information Section provides the total experience of the company.

INTRODUCTION



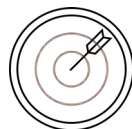
DECADES OF EXPERIENCE

Public Management, Inc. has been committed to aiding Texans since 1982. Our team collectively has decades of experience managing over 1,000 projects for more than 225 cities and towns across the state. With client funding ranging from \$10,000 to \$100 million, our people are equipped with the right tools and knowledge to ensure the successful implementation of federally funded projects.



COMMUNITY DEVELOPMENT

Nearly two-thirds of all contracts secured and managed by Public Management, Inc. are for community development initiatives. Our company has been part of the Community Development Block Grant (CDBG) program since 1982. Over that time we have secured over \$140 million for our clients ranging from water and sewer improvements, to streets and drainage activities, as well as first time service assistance.



SUCCESSFUL IMPLEMENTATION

The Public Management, Inc. Team has successfully secured and managed Community Development Block Grant (CDBG) programs for four decades. All projects administered by our company have been closed on time, within budget, and with no financial penalties. Our experience with CDBG, and our familiarity with the Program administered by the Texas Department of Agriculture (TDA), make us well equipped to serve the City.

INTRODUCTION



PERFORMANCE IN PERSPECTIVE

Public Management, Inc. is currently managing over 200 contracts totaling more than \$400 million across the State of Texas. Our Granbury, Texas office leads all Community Development and Planning efforts for the company. Our proximity to Central, North, and West Texas allows for swift deployment of personnel to assist with all aspects of program implementation. The detail below covers Public Management, Inc.'s performance during the historic program as well as highlights the services that are currently being provided.



APPLICATION PREPARATION

Our Team has developed and submitted 500 CD Fund applications since 2007. These applications aimed to benefit more than 1 million people across 250 jurisdictions.



CONTRACT AWARDS

Of the 500 applications submitted over this time span, nearly 75% were awarded a contract from TDA. Our award ratio far exceeds the average within the State of Texas. This further proves the ability of our Team to understand these programs and deliver the needs of our clients.



CONTRACT INITIATION

All previously awarded contracts have been initiated with Kick-off meetings held. Our Team has submitted all preliminary administrative start-up documents and the engineers are fully contracted and actively working through the project design.



ENVIRONMENTAL REVIEW

All environmental services are being preformed in-house with Public Management, Inc. staff. All active TxCDBG contracts are currently working through the environmental process and some have already received environmental clearance and are pending construction procurement.



FINANCIAL MANAGEMENT

Due to our experience with TDA TxCDBG programs, as well as our familiarity with their System Management (TDA-GO), we have requested and received millions of dollars to cover project costs (administration, engineering, environmental, and construction). We are able to effectively track the invoices and document the payments for the TDA to reimburse to our clients.



PROGRAM COMPLIANCE

All Active TxCDBG contracts are in compliance with TDA program requirements. Contract timelines remain unphased and we anticipate having many contracts under construction or contracts closed in the next 9 months.

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 provide unparalleled service. Our passion runs deep and our commitment is guaranteed. We are excited for the next forty years.

BY THE NUMBERS

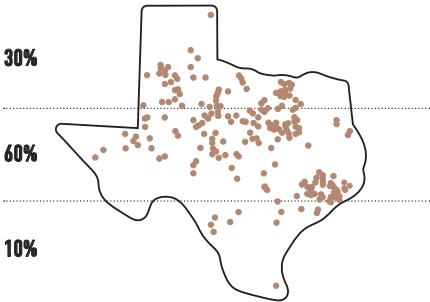
OVERVIEW

1982 - Present



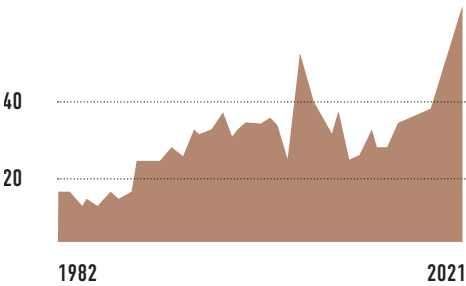
PROJECTS BY REGION

1982 - Present



COMMUNITIES IMPACTED

1982 - Present



CLIENT FUNDING

1982 - Present



Government Codes

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

Litigation History

None

Financial Solvency

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

Conflicts

None

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.

PROJECT TIMELINE																														
ACTIVITY	DURATION IN MONTHS																													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Procurement	■	■																												
Application Development			■	■	■	■																								
Contract Award							■	■																						
Preliminary Administration							■	■	■	■	■																			
Environmental & Design							■	■	■	■	■	■	■	■	■															
Project Bid															■	■														
Start of Construction																	■	■												
50% Complete																		■	■	■	■	■	■							
100% Complete																						■	■	■	■	■	■	■	■	■
Closeout																													■	■

PROCUREMENT

- Determine Method
- Publication & Solicitation
- Receipt & Review
- Recommendation & Award
- Contract Execution

1-2 MONTHS

APPLICATION DEVELOPMENT

- Eng. Project Justification
- High Quality Maps
- Service Area/Benefit Map
- Alternate Project List
- CIP Plan
- Beneficiary Verification
- Public Hearing
- Application Development
- Resolution
- Final Notice
- Application Submission

3-4 MONTHS

Application Submission (6-12 Month Delay)

CONTRACT AWARD

- Contract Execution
- Award Call/Kickoff Meeting
- On-Site Visit
- ERR Start-Up
- PS & Budget Review
- Update Maps as Necessary
- Confirm Alternate as Necessary

1-2 MONTHS

ENVIRONMENTAL & DESIGN

- Final Project Verification
- Tribal/Agency correspondence
- 30% Design Review
- Mitigation as necessary
- FONSI posting
- RROF
- Submittal
- 60% Design Review
- AUGF
- Provide Final ERR to Eng.
- 100% Design Approval

START OF CONSTRUCTION

- Contract Execution
- Confirm Award Minutes
- Pre-Construction Conference
- NTP
- FIR & Related Financial Forms

100% COMPLETE

- Payroll Review
- Final Inspection
- COCC & As-Builds
- FWCR
- Final Payments
- Final FIR

3-4
MONTHS

3-6
MONTHS

1-2
MONTHS

1-2
MONTHS

4-6
MONTHS

6-12
MONTHS

1-2
MONTHS

PRELIMINARY ADMINISTRATION

- Establish Record-keeping
- Financial Start-Up
- Project Specific Forms
- Civil Rights Activities/Resolutions
- Design Start
- Establish Reporting Procedure

PROJECT BID

- Provide Contract & Bid Specs
- Verify Project Scope & Location
- Wage Rate Issuance
- Advertisement
- Wage Rate Verification
- Bid Opening
- SAM Verification
- Award Recommendation & Bid Tab

50% COMPLETE

- Payroll Review
- Regular Site Visit
- Process Invoices & Payment Requests
- Verify Payroll Certification
- Obtain Inspection Reports
- Verify Project Change Orders
- FIR Verification

CONTRACT CLOSEOUT

- PCR
- Final PH
- Contract Ledger
- Civil Rights

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



December 19, 2022

Kent Manton, MPA
City Administrator
City of Bruceville-Eddy
144 Wilcox Drive
Eddy, TX 76524

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

Dear Mr. Manton:

Public Management, Inc.'s proposed fee for Application Preparation and Administrative Services are based on the pursuit of the TxCDBG Community Development Fund program in the amount of \$500,000.00. A fixed fee of \$40,000.00 is being proposed to assist with all aspects of grant management (there is no fee for application preparation). This cost would be 8% of the City's grant request amount and less than the TDA's recommended Administrative Service cap.

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 pages (sample contract), our fee schedule and hourly rates are in-line with other established schedules by similar federal 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 project start-up and mapping documents; the environmental review process; complete contract management and coordination with all vendors and contractors; labor standards requirements; 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

This contract ("Contract") is made and entered effective _____, 2022 by and between **PUBLIC MANAGEMENT, INC.**, a Texas corporation, of Houston, Harris County, Texas ("Consultant") and the **CITY OF BRUCEVILLE-EDDY**, ("Client") for the purpose of retaining Consultant to render **Application Preparation and Administration Services** to the Client for Texas Community Development Block Grant Program (TxCDBG) – Community Development Fund (CD Fund), administered by the Texas Department of Agriculture (TDA).

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

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

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

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

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

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

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

- Assist the Client in submitting/setting up 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 Team will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Team will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client Initials _____

Consultant Initials _____

II.

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

III.

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

IV.

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

V.

For work associated to the **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS (\$0.00)** for **Application Preparation Services**.

For work associated to **Texas Community Development Block Grant Program (TxCDBG)** and in consideration of the foregoing, Client agrees to pay Consultant a fee of 8% of the grant request amount not to exceed **Forty Thousand Dollars and Zero Cents (\$40,000.00)** for **Administrative Services**.

The proposed fee is based on the submission and award of an application that requests the maximum grant funds allowable (\$500,000.00).

VI.

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

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

VII.

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

VIII.

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

IX.

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

X.

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

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

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

XI.

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

XII.

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

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

XIII.

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

XIV.

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

XV.

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

XVI.

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

XVII.

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

XVIII.

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

XIX.

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

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.



PATRICK K. WILTSHIRE
President/CEO

Client

Chief Elected Official

ATTEST:

**Attachment I
Work Authorization**

For work associated to City of Bruceville-Eddy Contract No. XXXXX-XXXX and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

Forty Thousand Dollars and 0/100 (\$40,000.00)

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

<u>ADMINISTRATIVE SERVICES</u>		
Preliminary Administrative Requirements	25%	\$10,000.00
Environmental Review	25%	\$10,000.00
Start of Construction	20%	\$8,000.00
Construction Completion	20%	\$8,000.00
Closeout Documents	10%	\$4,000.00
TOTAL FEE		\$40,000.00

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.

 PATRICK K. WILTSHIRE
 President/CEO

 Chief Elected Official

ATTEST:

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

PUBLIC MANAGEMENT, INC.
2022 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, 2022. In January, 2023, 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

2015 - PRESENT
Public Management, Inc.

2014 - 2014
Public Management, Inc.

2009 - 2013
Public Management, Inc.

EDUCATION

2007 - 2009
Texas A&M University

2001 - 2006
Missouri Valley College

PRESIDENT

CHIEF OPERATIONS OFFICER

PROJECT MANAGER

M.A. PUBLIC ADMINISTRATION

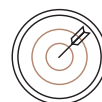
B.A. SOCIOLOGY



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



Managed or directed over \$500 million project initiatives since 2014.



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

KENNETH COIGNET

VICE PRESIDENT



EXPERIENCE

2015 - PRESENT
Public Management, Inc.

1999 - 2015
Public Management, Inc.

1998 - 1999
Public Management, Inc.

EDUCATION

1995 - 2001
Texas State University

1985 - 1991
Texas State University

VICE PRESIDENT

PROJECT MANAGER & PLANNER

ASSISTANT PLANNER / HOUSING SPECIALIST

M.A. GEOGRAPHY

B.S. GEOGRAPHY



Implemented and streamlined planning efforts that better align with development and regulations.



Managed and directed over 50 comprehensive plans.



Serves as Business Development Director identifying & developing business relationships.

JAKE MCADAMS

REGIONAL PROJECT MANAGER



EXPERIENCE

2016 - PRESENT
Public Management, Inc.

REGIONAL PROJECT MANAGER



Oversees and manages all company operations in North and West Texas

2014 - 2016
Public Management, Inc.

PROJECT MANAGER / COMPLIANCE SPECIALIST



Formally recognized by State agencies for outstanding performance in project management

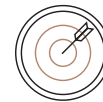
EDUCATION

2012 - 2013
Stephen F. Austin State Univ.

M.A. HISTORY

2008 - 2012
Stephen F. Austin State Univ.

B.A. HISTORY



Manages highly complex projects for the Company.

NICHOLAS J. HOUSTON

VICE PRESIDENT



EXPERIENCE

2015 - PRESENT
Public Management, Inc.

VICE PRESIDENT



Acting Chief Financial Officer for Public Management, Inc. Maintains stringent financial and budgetary policies.

2006 - 2014
Public Management, Inc.

PROJECT MANAGER

2005 - 2006
Bridge Capital

LOAN OFFICER



Over a decade of project management experience with disaster recovery projects.

EDUCATION

1997 - 2003
Sam Houston State Univ.

B.B.A FINANCE



Leads project timeliness initiatives for all active contracts

John Reed

PROJECT MANAGER



EXPERIENCE

2020 - PRESENT
Public Management, Inc.

PROJECT MANAGER

2018 - 2029
Nueces Co. Office of EM

PROJECT MANAGER / COMPLIANCE SPECIALIST

2011 - 2015
United States Army

ALLSOURCE INTELLIGENCE ANALYST

EDUCATION

2018 - 2019
Texas A&M University

M.A. PUBLIC ADMINISTRATION

2015 - 2017
Texas A&M University

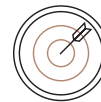
B.A. CRIMINAL JUSTICE



Manages over \$20 million in disaster recovery, mitigation, and community development contracts in South/East Texas



Certified CDBG Project Manager



Provides ongoing feedback for risk management, mitigation, and prevention.

MICHAEL MIGAUD

PROJECT MANAGER



EXPERIENCE

2020 - PRESENT
Public Management, Inc.

PROJECT MANAGER

2019 - 2020
The Texas Lyceum

HOUSING POLICY FELLOW

EDUCATION

2007 - 2020
Texas A&M University

M.A. PUBLIC ADMINISTRATION

2014 - 2018
Texas A&M University

B.S. POLITICAL SCIENCE



Currently manages over \$80 million in disaster recovery/mitigation and community development contracts.



Leads Project Management efficiencies and data analysis for contract compliance



Envision Sustainability Professional (ENV SP) Certified

ARON MILLER

PROJECT MANAGER



EXPERIENCE

2020 - PRESENT

Public Management, Inc.

PROJECT MANAGER

2019 - 2020

James D. Jones, Attorney

LEGAL ADMINISTRATIVE ASSISTANT

2016 - 2018

James D. Jones, Attorney

LEGAL INTERN I, II, & III



Currently manages over \$25 millions in community development and disaster recovery projects.



CDBG certified Project Manager

EDUCATION

2014 - 2019

Texas Tech University

B.A. SOCIOLOGY



Assists with environmental reviews and conducts field visits

THOMAS QUINTERO

PROJECT MANAGER & GIS TECHNICIAN



EXPERIENCE

2021 - PRESENT

Public Management, Inc.

PROJECT MANAGER / GIS TECHNICIAN

2020 - 2021

City of Detroit

GIS ANALYST

2020 - 2020

NASA DEVELOP

GIS ANALYST INTERN



Currently managing community development and disaster recovery contracts totaling over \$90 million.



Certified CDBG Project Manager

EDUCATION

2016 - 2020

University of Texas

B.S. GEOLOGY



Provides all GIS Mapping and analytics for South East Texas Region

LISETTE HOWARD

PROJECT MANAGER



EXPERIENCE

2018 - PRESENT
Public Management, Inc.

PROJECT MANAGER

2006 - 2018
A&J Howco Services, Inc.

PROGRAM SPECIALIST

2007 - 2007
Sul Ross State University

HUMAN RESOURCE OFFICE ASSISTANT

EDUCATION

2004 - 2006
University of North Texas

M.A. KINESIOLOGY

1997 - 2002
Texas A&M University

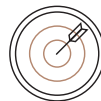
B.S. SCIENCE-HEALTH



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



Currently managing over \$25 million in CDBG & ARPA project initiatives



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

MORGAN VERETTE

Project Manager



EXPERIENCE

2018 - PRESENT
Public Management, Inc.

PROJECT MANAGER

EDUCATION

2014 - 2017
Angelo State University

B.A BUSINESS ADMINISTRATION



Currently managing over \$20 million of community and economic development funding



Manages projects within the north and west Texas regions.



State certified project manager

DALTON AIKEN

PROJECT MANAGER & GIS TECHNICIAN



EXPERIENCE

2020 - PRESENT

Public Management, Inc.

PROJECT MANAGER & GIS TECHNICIAN



Currently manages various planning and community development projects throughout Texas

2020 - 2020

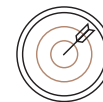
GEODynamics

TESTING OPERATOR

2019 - 2020

Sight Glass Flights

DRONE OPERATOR & DATA COORDINATOR



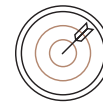
Provides all GIS Mapping and analytics for north and west Texas Regions

EDUCATION

2013 - 2017

University of North Texas

B.S. GEOGRAPHY



Drone certified & State certified project manager

SARA TANKERSLEY

PROJECT MANAGER



EXPERIENCE

2021 - PRESENT

Public Management, Inc.

PROJECT MANAGER



Manages projects in north and west Texas regions

2015 - 2021

City of Stephenville

EXECUTIVE ASSISTANT



Maintains project timelines and reporting for regional projects.

EDUCATION

2019 - 2019

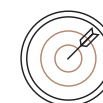
American Intercontinental

M.A. BUSINESS ADMINISTRATION

2006 - 2015

American Intercontinental

B.A. BUSINESS ADMINISTRATION



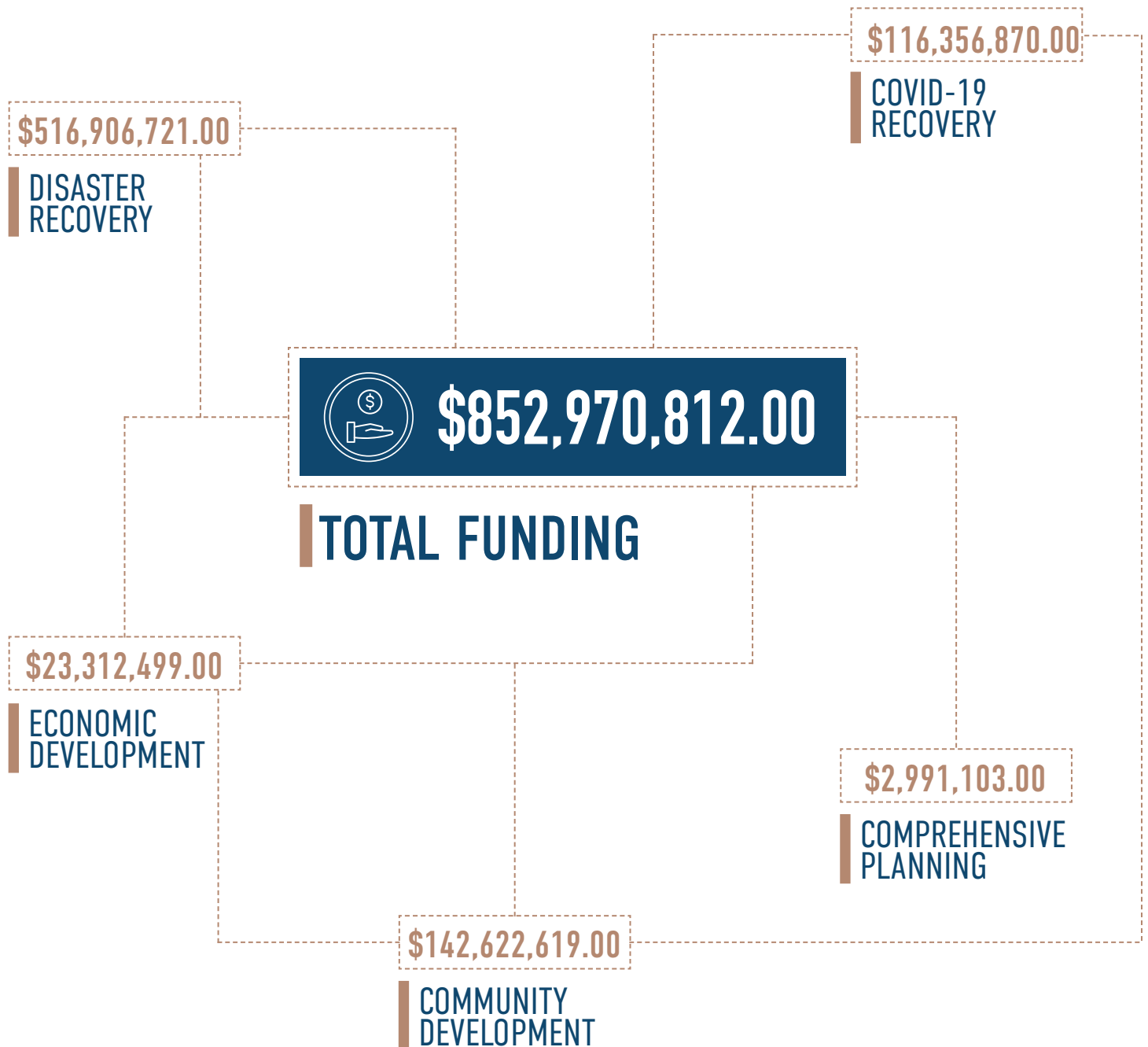
Oversees data collection and analysis of regional projects

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

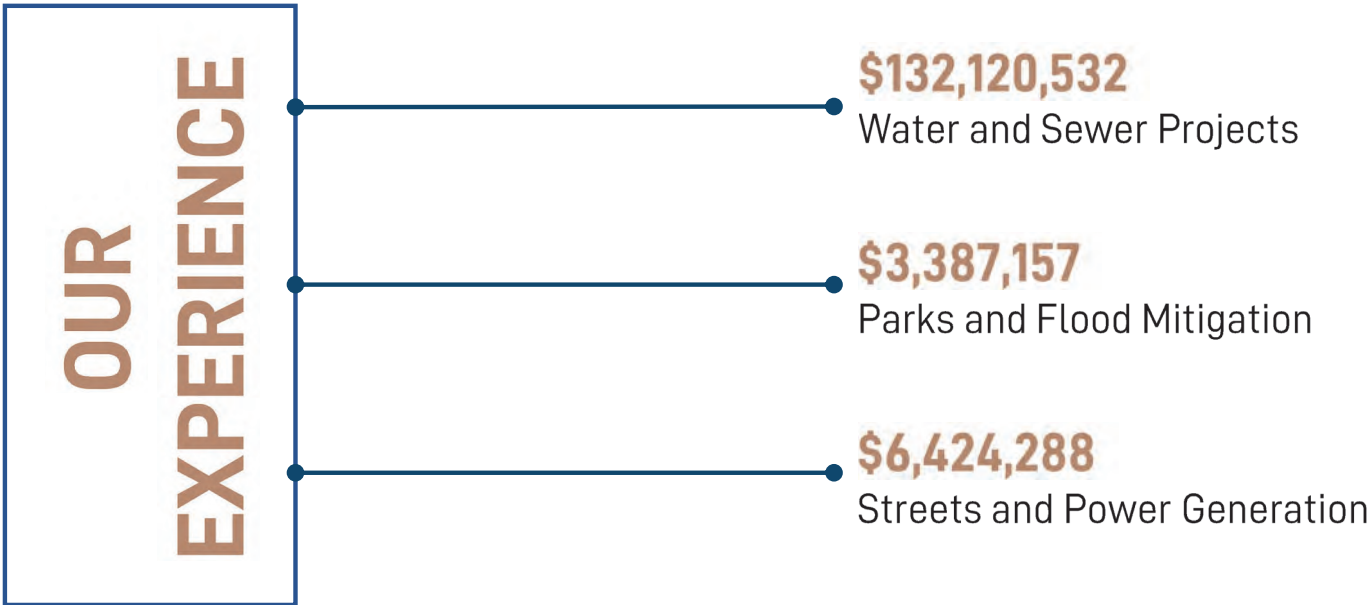
PRESENT

EXPERIENCE WITH COMMUNITY DEVELOPMENT

Public Management, Inc. has managed over \$142,000,000 in federally funded community development grants since 1982. These projects have included improving public infrastructure, construction of public parks, and the procurement of assets critical to the provision of government services.

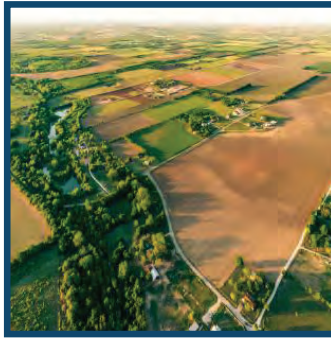


WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION



EXPERIENCE WITH COMPREHENSIVE PLANNING

Public Management, Inc. has completed nearly \$3,000,000 in federally funded comprehensive planning and capacity building grants since 1982. Our planning experience covers land use planning, zoning, and drainage, general community mapping and much more.

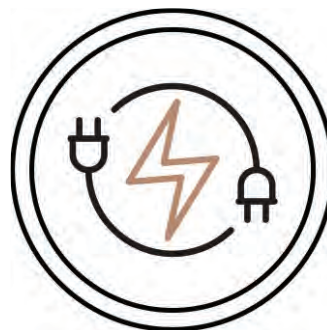
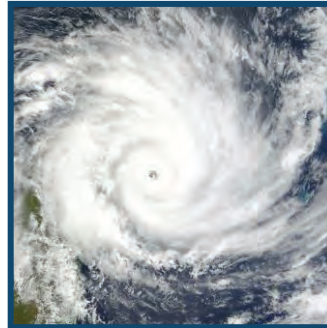


WE ARE ABLE TO IDENTIFY COMMUNITY NEEDS AND
ALIGN FUNDING OPPORTUNITIES FOR STRATEGIC IMPLEMENTATION

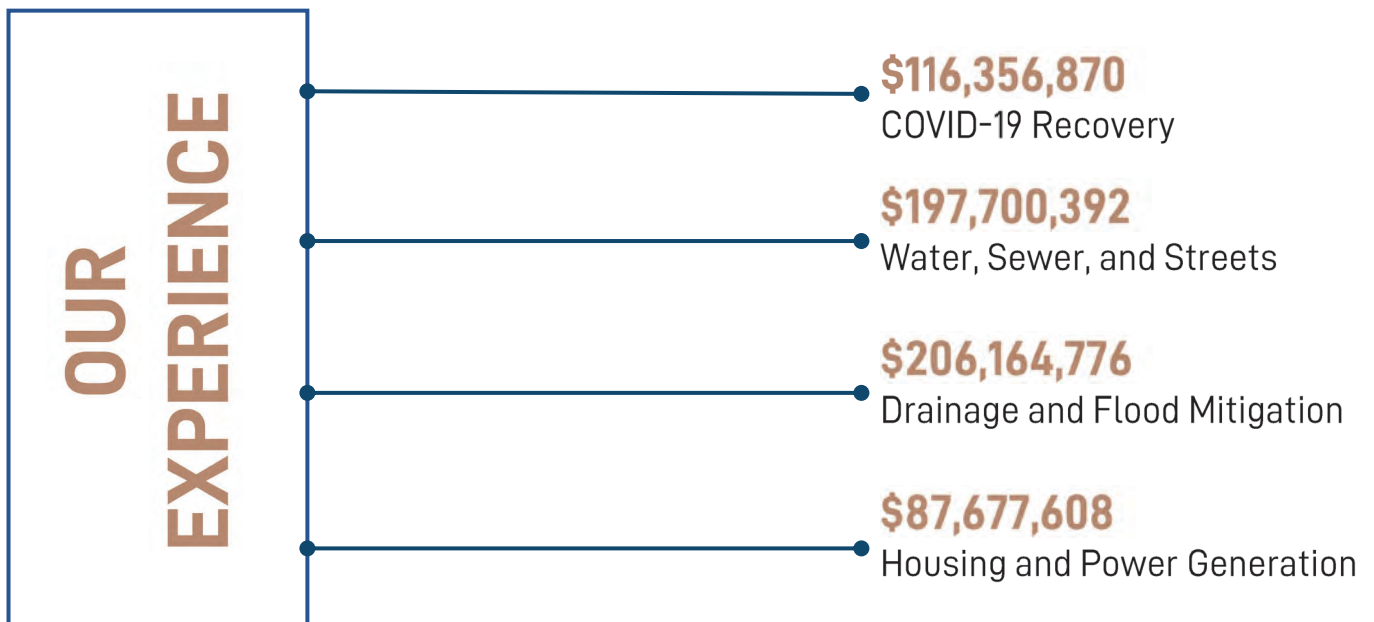


EXPERIENCE WITH DISASTER RECOVERY

Public Management, Inc. has managed over \$500,000,000 in federally funded disaster recovery grants since 1982. These projects have included improving public infrastructure, managing housing programs, and mitigating future storms or public health disasters.



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





EXPERIENCE

A

B

C

D

E

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Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Albany	2000-2003	\$ 167,049.00	\$ -	\$ -	\$ -	\$ -	\$ 95,398.00	\$ 262,447.00
City of Alma	2016-2019	\$ -	\$ 750,000.00	\$ 21,855.00	\$ -	\$ -	\$ -	\$ 771,855.00
City of Ames	1994-Present	\$ 1,618,910.00	\$ -	\$ 63,630.00	\$ -	\$ 927,539.00	\$ -	\$ 2,610,079.00
City of Anahuac	1989-Present	\$ 2,500,000.00	\$ 395,000.00	\$ 58,955.00	\$ 18,850,000.00	\$ 10,920,026.00	\$ -	\$ 32,723,981.00
County of Andrews	1992-1995	\$ 64,796.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 64,796.00
City of Aspermont	1998-20014	\$ 853,424.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 853,424.00
City of Aubrey	2014-Present	\$ 275,000.00	\$ 450,000.00	\$ -	\$ -	\$ -	\$ 1,212,912.00	\$ 1,937,912.00
City of Ballinger	2013-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 902,436.00	\$ 1,452,436.00
City of Bartlett	2004-2006	\$ -	\$ -	\$ 37,350.00	\$ -	\$ -	\$ -	\$ 37,350.00
City of Baytown	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 73,935,398.00	\$ -	\$ 73,935,398.00
City of Beaumont	2006-Present	\$ -	\$ -	\$ -	\$ -	\$ 62,126,388.00	\$ -	\$ 62,126,388.00
City of Bells	2016-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Benjamin	1997-Present	\$ 501,488.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ 62,938.00	\$ 601,426.00
City of Bevil Oaks	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 3,260,292.00	\$ -	\$ 3,260,292.00
City of Big Spring	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,984,343.00	\$ 6,984,343.00
City of Blackwell	1998-2005	\$ 850,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 850,000.00
City of Breckenridge	2014-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,343,753.00	\$ 1,893,753.00
City of Brenham	2002-Present	\$ 825,000.00	\$ 375,000.00	\$ -	\$ -	\$ 3,486,350.00	\$ -	\$ 4,686,350.00
City of Bridgeport	1988-1991	\$ -	\$ 463,368.00	\$ -	\$ -	\$ -	\$ -	\$ 463,368.00
City of Brookshire	1996-2015	\$ 950,000.00	\$ -	\$ 63,013.00	\$ -	\$ -	\$ -	\$ 1,013,013.00
City of Brownwood	2019-Present	\$ -	\$ 350,000.00	\$ -	\$ -	\$ -	\$ 4,572,890.00	\$ 4,922,890.00
City of Burk Burnett	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,792,546.00	\$ 2,792,546.00
City of Caddo Mills	2015-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,050,000.00
City of Campbell	2012-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ 56,601.00	\$ 1,206,601.00
City of Celeste	2012-Present	\$ 512,000.00	\$ -	\$ 32,565.00	\$ -	\$ -	\$ 224,742.00	\$ 769,307.00
City of Celina	1991-2018	\$ 1,926,048.00	\$ 589,000.00	\$ 37,100.00	\$ -	\$ -	\$ -	\$ 2,552,148.00
County of Chambers	1991-Present	\$ 1,400,000.00	\$ 750,000.00	\$ -	\$ -	\$ 54,008,251.00	\$ 3,514,823.00	\$ 64,673,074.00
City of Clarendon	1985-2002	\$ 1,199,758.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,199,758.00
City of Clear Lake Shores	2008-2014	\$ -	\$ -	\$ -	\$ -	\$ 1,971,231.00	\$ -	\$ 1,971,231.00
City of Cleveland	1983-Present	\$ 3,435,805.00	\$ 2,199,000.00	\$ 97,400.00	\$ 4,210,000.00	\$ 4,542,537.00	\$ 2,041,161.00	\$ 16,525,903.00
City of Clute	1989-1994	\$ 376,080.00	\$ -	\$ 126,080.00	\$ -	\$ -	\$ -	\$ 502,160.00
County of Cochran	2020-Present	\$ 502,653.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 502,653.00
City of Coleman	2015-Present	\$ 275,000.00	\$ 325,000.00	\$ 27,700.00	\$ -	\$ -	\$ 1,059,037.00	\$ 2,186,737.00
City of Conroe	1990-Present	\$ 400,000.00	\$ -	\$ 12,000.00	\$ -	\$ 2,559,123.00	\$ 15,844,218.00	\$ 18,815,341.00
City of Colorado City	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 955,710.00	\$ 955,710.00
County of Cottle	2012-Present	\$ 23,872.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,872.00
County of Crosby	2011-2013	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Crystal City	2008-2010	\$ -	\$ -	\$ 50,000.00	\$ -	\$ -	\$ -	\$ 50,000.00
City of Columbus	1985-1987	\$ -	\$ -	\$ 22,400.00	\$ -	\$ -	\$ -	\$ 22,400.00
City of Cuero	1999-2001	\$ -	\$ -	\$ 50,000.00	\$ -	\$ 4,329,865.00	\$ -	\$ 4,379,865.00
City of Cumby	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 197,733.00	\$ 197,733.00
City of Daisetta	1985-2016	\$ -	\$ -	\$ 17,400.00	\$ -	\$ 190,314.00	\$ -	\$ 207,714.00
City of Dayton	1983-Present	\$ 1,701,227.00	\$ 1,028,700.00	\$ 12,000.00	\$ -	\$ 3,802,662.00	\$ -	\$ 6,544,589.00
City of Deer Park	2008-2012	\$ -	\$ -	\$ -	\$ -	\$ 2,081,811.00	\$ -	\$ 2,081,811.00
City of Devers	1989-Present	\$ 1,565,600.00	\$ -	\$ 37,350.00	\$ -	\$ 160,679.00	\$ -	\$ 1,763,629.00
City of Dickinson	1995-Present	\$ 1,750,000.00	\$ -	\$ 50,000.00	\$ -	\$ 39,071,502.00	\$ -	\$ 40,871,502.00
City of Donley	1997-2000	\$ 245,197.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 245,197.00
City of Easton	2012-2014	\$ -	\$ -	\$ 28,050.00	\$ -	\$ -	\$ -	\$ 28,050.00
City of Ector	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,370.00	\$ 182,370.00
City of Eden	1993-Present	\$ 1,604,489.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,604,489.00
City of Edmonson	2015-2018	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of El Campo	1993-Present	\$ 1,627,410.00	\$ -	\$ -	\$ -	\$ 4,988,720.00	\$ 2,859,202.00	\$ 9,475,332.00
City of Eldorado	1987-2010	\$ 1,677,609.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,677,609.00
City of Electra	1999-Present	\$ 1,982,649.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,982,649.00
County of Ellis	2013-2015	\$ 274,500.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 274,500.00
City of Emhouse	2014-2019	\$ 530,375.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 530,375.00
City of Eustace	2013-Present	\$ 275,000.00	\$ -	\$ 24,265.00	\$ -	\$ -	\$ -	\$ 299,265.00
County of Fischer	2002-2005	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Floydada	1989-2016	\$ 1,973,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,973,460.00
City of Forsan	1997-2000	\$ 254,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 254,200.00
County of Frio	2009-2011	\$ 250,000.00	\$ -	\$ 52,750.00	\$ -	\$ -	\$ -	\$ 302,750.00
City of Frisco	1989-1991	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Frost	2013-Present	\$ 550,000.00	\$ -	\$ 32,380.00	\$ -	\$ -	\$ -	\$ 582,380.00
County of Gaines	1998-2017	\$ 1,335,243.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,335,243.00
County of Galveston	2014-2016	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Garrett	2017-Present	\$ 775,000.00	\$ -	\$ -	\$ -	\$ -	\$ 221,025.00	\$ 996,025.00
City of Glen Rose	2019-Present	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ 668,774.00	\$ 1,168,774.00
City of Gordon	2019-Present	\$ 500,000.00	\$ -	\$ 25,635.00	\$ -	\$ -	\$ 120,424.00	\$ 646,059.00
City of Goree	2018-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Graford	2016-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ 155,362.00	\$ 1,205,362.00



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Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Granbury	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ 2,658,743.00	\$ 2,933,743.00
City of Grandview	2013-Present	\$ 1,050,000.00	\$ 725,000.00	\$ 40,965.00	\$ -	\$ -	\$ 445,519.00	\$ 2,261,484.00
City of Goldthwaite	2017-2019	\$ -	\$ 223,900.00	\$ -	\$ -	\$ -	\$ -	\$ 223,900.00
City of Goliad	2003-2005	\$ -	\$ -	\$ 34,000.00	\$ -	\$ -	\$ -	\$ 34,000.00
City of Gunter	2015-2017	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00
City of Gustine	2017-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
County of Hale	2017-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Hamlin	1996-2018	\$ 735,925.00	\$ -	\$ -	\$ -	\$ -	\$ 500,775.00	\$ 1,236,700.00
City of Hardin	2001-Present	\$ 1,050,000.00	\$ -	\$ 26,370.00	\$ -	\$ 261,229.00	\$ -	\$ 1,337,599.00
County of Hardin	1984-1986	\$ -	\$ -	\$ 250,000.00	\$ -	\$ -	\$ -	\$ 250,000.00
County of Haskell	2015-Present	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,099,000.00	\$ 1,649,000.00
City of Hempstead	2007-2009	\$ -	\$ -	\$ 31,800.00	\$ -	\$ -	\$ -	\$ 31,800.00
City of Hico	2013-Present	\$ 825,000.00	\$ 20,000.00	\$ 26,520.00	\$ -	\$ -	\$ 350,112.00	\$ 1,321,632.00
City of Higgins	1985-1992	\$ 339,600.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 339,600.00
City of Holiday	1995-Present	\$ 1,159,345.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,159,345.00
City of Howardwick	1997-2000	\$ 315,650.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 315,650.00
City of Howe	2015-2017	\$ 164,045.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164,045.00
City of Italy	2013-Present	\$ 890,000.00	\$ -	\$ 38,550.00	\$ -	\$ -	\$ 425,481.00	\$ 1,354,031.00
City of Jonestown	2000-2002	\$ -	\$ -	\$ 23,800.00	\$ -	\$ -	\$ -	\$ 23,800.00
City of Jayton	2002-2005	\$ 250,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000.00
City of Jersey Village	2018-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,792,344.00	\$ -	\$ 1,792,344.00
County of Jones	1981-Present	\$ 800,079.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,079.00
City of Joshua	1998-2004	\$ 500,000.00	\$ -	\$ 23,900.00	\$ -	\$ -	\$ -	\$ 523,900.00
City of Katy	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ 7,394,161.00	\$ -	\$ 7,394,161.00
City of Kemah	1991-Present	\$ 1,750,000.00	\$ 999,185.00	\$ 34,150.00	\$ -	\$ 3,874,980.00	\$ -	\$ 6,658,315.00
City of Kemp	2014-2016	\$ -	\$ -	\$ 29,805.00	\$ -	\$ -	\$ -	\$ 29,805.00
City of Kerens	2013-Present	\$ 721,800.00	\$ -	\$ 29,565.00	\$ -	\$ -	\$ 377,378.00	\$ 1,128,743.00
City of Kermit	1986-2001	\$ 595,169.00	\$ -	\$ -	\$ -	\$ -	\$ 1,607,140.00	\$ 2,202,309.00
City of Knottwood	2013-Present	\$ 475,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 475,000.00
City of Knox City	1989-2018	\$ 605,158.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 605,158.00
City of Kress	1989-1997	\$ 379,343.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 379,343.00
City of Kyle	1999-2001	\$ -	\$ -	\$ 42,400.00	\$ -	\$ -	\$ -	\$ 42,400.00
City of La Marque	1986-Present	\$ 2,817,273.00	\$ 619,990.00	\$ 20,000.00	\$ -	\$ 9,898,001.00	\$ -	\$ 13,355,264.00
City of La Porte	2018-Present	\$ -	\$ -	\$ -	\$ -	\$ 15,198,542.00	\$ -	\$ 15,198,542.00
City of Lamesa	2009-Present	\$ 391,540.00	\$ 575,000.00	\$ -	\$ -	\$ -	\$ -	\$ 1,966,540.00
City of Lawn	2015-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Liberty	1989-Present	\$ 3,613,235.00	\$ -	\$ 164,170.00	\$ 1,815,000.00	\$ 4,353,962.00	\$ 2,307,878.00	\$ 12,254,245.00
County of Liberty	1987-Present	\$ 2,550,000.00	\$ -	\$ 15,000.00	\$ -	\$ 55,275,713.00	\$ -	\$ 57,840,713.00
City of Lipan	2017-2019	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Loraine	1990-Present	\$ 1,603,093.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ 39,751.00	\$ 1,779,844.00
City of Lorenzo	1991-2014	\$ 1,098,058.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,098,058.00
City of Loving	2009-2011	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Mabank	1999-Present	\$ 1,924,032.00	\$ 550,000.00	\$ 49,785.00	\$ -	\$ -	\$ -	\$ 2,523,817.00
City of Magnolia	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 676,000.00	\$ -	\$ 676,000.00
City of Malakoff	2014-Present	\$ 550,000.00	\$ 250,900.00	\$ -	\$ -	\$ -	\$ 570,155.00	\$ 1,371,055.00
City of Mason	1999-Present	\$ 340,040.00	\$ -	\$ 44,500.00	\$ -	\$ -	\$ -	\$ 384,540.00
City of Matador	1982-1988	\$ 402,020.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 402,020.00
City of Maypearl	1992-Present	\$ 1,546,800.00	\$ -	\$ 35,865.00	\$ -	\$ -	\$ -	\$ 1,582,665.00
City of McCamey	2015-Present	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ 510,439.00	\$ 860,439.00
County of McCulloch	1998-Present	\$ 1,424,800.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,424,800.00
City of Meadow	1997-2002	\$ 489,808.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 489,808.00
City of Melissa	2014-2016	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Melvin	1998-Present	\$ 1,415,693.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,415,693.00
City of Merkel	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Mingus	2015-Present	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
City of Montgomery	2003-2013	\$ 700,000.00	\$ 1,075,000.00	\$ -	\$ -	\$ 375,525.00	\$ -	\$ 2,150,525.00
County of Montgomery	1985-1991	\$ 864,505.00	\$ -	\$ 19,200.00	\$ -	\$ -	\$ -	\$ 883,705.00
City of Moran	2009-Present	\$ 525,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,000.00
City of Muleshoe	2000-Present	\$ 1,044,787.00	\$ -	\$ 64,100.00	\$ -	\$ -	\$ -	\$ 1,108,887.00
City of Munday	2015-Present	\$ 275,000.00	\$ -	\$ 39,600.00	\$ -	\$ -	\$ 315,927.00	\$ 630,527.00
City of Nazareth	1990-1994	\$ 413,731.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 413,731.00
City of New Hope	1996-2010	\$ 448,791.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 448,791.00
City of New Waverly	1982-Present	\$ 2,640,989.00	\$ -	\$ 71,295.00	\$ -	\$ 6,837,645.00	\$ 265,379.00	\$ 9,815,308.00
City of Oak Ridge North	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,465,000.00	\$ -	\$ 1,465,000.00
City of Old River-Winfree	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 2,726,594.00	\$ 137,250.00	\$ 2,863,844.00
City of Olton	1984-Present	\$ 2,619,504.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,619,504.00
City of Ore City	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 304,281.00	\$ 304,281.00



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Client	Performance Period	Community Development	Economic Development	Comprehensive Planning	Water Development Board	Disaster Recovery	COVID-19 Recovery	Total Funding
City of Paint Rock	1997-2017	\$ 2,691,470.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,691,470.00
City of Palmer	2013-Present	\$ 550,000.00	\$ -	\$ 47,265.00	\$ -	\$ -	\$ 526,050.00	\$ 1,123,315.00
City of Panorama Village	2003-2011	\$ -	\$ -	\$ -	\$ -	\$ 736,115.00	\$ -	\$ 736,115.00
County of Parker	2010-2012	\$ 350,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 350,000.00
City of Pasadena	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ 47,751,740.00	\$ 40,199,596.00	\$ 87,951,336.00
City of Pattison	2002-2004	\$ -	\$ -	\$ 15,600.00	\$ -	\$ -	\$ -	\$ 15,600.00
City of Pecos	1981-1983	\$ 200,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200,000.00
City of Piney Point Village	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 229,980.00	\$ -	\$ 229,980.00
City of Plains	1987-2017	\$ 2,052,562.00	\$ -	\$ -	\$ -	\$ -	\$ 410,086.00	\$ 2,462,648.00
City of Plum Grove	2008-Present	\$ -	\$ -	\$ -	\$ -	\$ 1,328,659.00	\$ -	\$ 1,328,659.00
City of Post	1993-Present	\$ 935,584.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 935,584.00
City of Prairie View	2008-Present	\$ 1,400,000.00	\$ -	\$ 35,100.00	\$ -	\$ 742,016.00	\$ -	\$ 2,177,116.00
City of Rankin	2002-Present	\$ 1,450,000.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ 210,866.00	\$ 1,697,866.00
City of Reno	2008-Present	\$ 1,550,000.00	\$ -	\$ -	\$ -	\$ 1,962,532.00	\$ 793,906.00	\$ 4,306,438.00
City of Rhome	2010-2013	\$ 50,000.00	\$ 449,500.00	\$ -	\$ -	\$ -	\$ -	\$ 499,500.00
City of Richland	2017-Present	\$ 773,250.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 773,250.00
City of Rio Vista	2012-Present	\$ 1,050,000.00	\$ -	\$ -	\$ -	\$ -	\$ 266,370.00	\$ 1,316,370.00
City of Roby	1996-2016	\$ 946,542.00	\$ -	\$ -	\$ -	\$ -	\$ 53,380.00	\$ 1,099,922.00
City of Rochester	1987-Present	\$ 1,488,068.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,488,068.00
City of Roscoe	1992-Present	\$ 2,491,325.00	\$ -	\$ -	\$ -	\$ -	\$ 318,405.00	\$ 2,809,730.00
City of Rotan	2015-2017	\$ 550,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 550,000.00
City of Rule	1994-Present	\$ 1,203,816.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,203,816.00
City of Sadler	2014-2016	\$ 365,000.00	\$ -	\$ 33,105.00	\$ -	\$ -	\$ 94,902.00	\$ 393,007.00
City of San Saba	2018-Present	\$ 850,000.00	\$ -	\$ 43,380.00	\$ -	\$ -	\$ 784,986.00	\$ 1,678,366.00
County of San Saba	2014-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Santa Anna	2014-Present	\$ 275,000.00	\$ -	\$ 33,555.00	\$ -	\$ -	\$ 249,520.00	\$ 558,075.00
City of Savoy	2014-Present	\$ 457,500.00	\$ -	\$ -	\$ -	\$ -	\$ 216,069.00	\$ 673,569.00
County of Schleicher	2004-2014	\$ 766,752.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 766,752.00
County of Scurry	1996-1998	\$ 242,319.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 242,319.00
City of Sealy	2013-Present	\$ 700,000.00	\$ 348,365.00	\$ 24,260.00	\$ -	\$ 2,000,000.00	\$ -	\$ 3,072,625.00
City of Seagraves	2021-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,500.00	\$ 727,500.00
City of Seminole	1984-2012	\$ 3,281,708.00	\$ -	\$ -	\$ -	\$ -	\$ 1,936,447.00	\$ 5,218,155.00
City of Shenandoah	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 445,667.00	\$ -	\$ 445,667.00
City of Staton	2016-Present	\$ 275,000.00	\$ 250,000.00	\$ 64,100.00	\$ -	\$ -	\$ 459,549.00	\$ 2,048,649.00
City of Sonora	2018-Present	\$ -	\$ 750,000.00	\$ -	\$ -	\$ -	\$ 690,332.00	\$ 1,440,332.00
City of Splendora	2003-Present	\$ 1,400,000.00	\$ -	\$ 24,600.00	\$ -	\$ 1,009,200.00	\$ -	\$ 2,433,800.00
City of Springtown	2011-Present	\$ 1,050,000.00	\$ -	\$ 65,305.00	\$ -	\$ -	\$ 190,437.00	\$ 1,905,742.00
City of Spur	1985-Present	\$ 362,724.00	\$ -	\$ 39,600.00	\$ -	\$ -	\$ -	\$ 902,324.00
City of Stamford	2001-2015	\$ 763,304.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 763,304.00
City of Stephenville	2013-Present	\$ 1,014,420.00	\$ -	\$ -	\$ 17,031,000.00	\$ 2,000,000.00	\$ -	\$ 20,045,420.00
County of Stonewall	2006-2018	\$ 625,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 625,000.00
City of Strawn	2015-Present	\$ 500,000.00	\$ -	\$ 37,000.00	\$ -	\$ -	\$ -	\$ 537,000.00
City of Sweetwater	2001-2013	\$ 727,293.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 727,293.00
City of Terrell	1993-Present	\$ 3,756,030.00	\$ 489,345.00	\$ 55,000.00	\$ -	\$ -	\$ -	\$ 3,705,375.00
City of Throckmorton	2018-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 275,000.00
City of Tom Bean	2014-2018	\$ 341,920.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 341,920.00
City of Tool	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 570,403.00	\$ 570,403.00
Trinity Bay Conservation District	1998-Present	\$ -	\$ -	\$ -	\$ 2,500,000.00	\$ -	\$ -	\$ 2,500,000.00
City of Venus	1989-2018	\$ 2,572,528.00	\$ 742,681.00	\$ 26,235.00	\$ 850,000.00	\$ -	\$ -	\$ 4,191,444.00
WCID No. 1	2020-Present	\$ -	\$ -	\$ -	\$ -	\$ 8,189,000.00	\$ -	\$ 8,189,000.00
City of Walker	1983-1985	\$ 500,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500,000.00
County of Waller	2001-2004	\$ -	\$ 375,000.00	\$ -	\$ -	\$ -	\$ -	\$ 375,000.00
County of Washington	20014-2015	\$ 525,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 525,000.00
City of West University Place	2008-2011	\$ -	\$ -	\$ -	\$ -	\$ 229,980.00	\$ -	\$ 229,980.00
City of Whitewright	2009-Present	\$ 275,000.00	\$ -	\$ -	\$ -	\$ -	\$ 426,440.00	\$ 701,440.00
City of Wickett	2011-Present	\$ 470,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 470,000.00
City of Willis	1983-Present	\$ 3,685,497.00	\$ 2,188,565.00	\$ 75,350.00	\$ 5,525,000.00	\$ 2,539,490.00	\$ 1,741,440.00	\$ 15,755,342.00
City of Windthorst	2002-2004	\$ 122,544.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 122,544.00
City of Wink	1997-1999	\$ 266,460.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 266,460.00
City of Winters	2014-Present	\$ 825,000.00	\$ -	\$ 44,430.00	\$ -	\$ -	\$ 506,580.00	\$ 1,476,010.00
County of Wise	2009-2011	\$ 259,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 259,000.00
City of Woodbranch Village	2019-Present	\$ -	\$ -	\$ -	\$ -	\$ 249,958.00	\$ -	\$ 249,958.00
County of Zavala	2015-2017	\$ 500,000.00	\$ -	\$ 81,000.00	\$ -	\$ -	\$ -	\$ 581,000.00
Totals	1982-Present	\$142,622,619.00	\$23,312,499.00	\$ 2,991,103.00	\$ 50,781,000.00	\$516,906,721.00	\$116,356,870.00	\$852,970,812.00

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 Whitewright

Gwyn Jordan

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



City of Sealy

Brooke Knoll

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



City of Willis

Marissa Quintanilla

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



City of Slaton

Clifton Shaw

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



City of Winters

Sheila Lincoln

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



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

REQUIRED FORMS

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

- Patrick Wiltshire, President & CEO

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

N/A

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

Yes No

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

Yes No

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

N/A

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

7

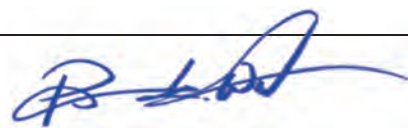


Signature of vendor doing business with the governmental entity

12/19/2022

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>United States Department of Housing and Urban Development (HUD)</u>	7. Federal Program Name/Description: <u>CDBG</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>12/19/2022</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.

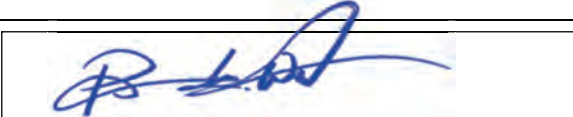
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this 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: <input type="text"/>	* First Name: <input type="text" value="Patrick"/> Middle Name: <input type="text"/>
* Last Name: <input type="text" value="Wiltshire"/>	Suffix: <input type="text"/>
* Title: <input type="text" value="President and CEO"/>	
* SIGNATURE: 	* DATE: <input type="text" value="12/19/2022"/>

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:

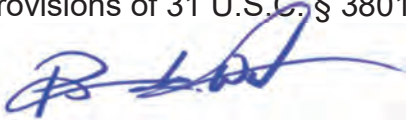
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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

12/19/2022

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2022-965666

Date Filed:
12/19/2022

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Public Management, Inc.
Houston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bruceville-Eddy

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.
TxCDBG 23/24 CD Fund
Application & Administration Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Wiltshire, Patrick	Houston, TX United States	X	
	Houston, Nicholas	Houston, TX United States	X	
	Coignet, Kenneth	Houston, TX United States	X	
	McAdams, Jake	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Patrick K. Wiltshire, and my date of birth is 7/22/1982.

My address is 3051 Coreopsis Ct., Dickinson, TX, 77539, _____.
(street) (city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 19 day of December, 2022.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/5/2022

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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, LP 701 N San Jacinto Conroe TX 77301	CONTACT NAME: PHONE (A/C. No. Ext): 936-756-0671	FAX (A/C. No): 936-756-6877
	E-MAIL ADDRESS: soules@soulesinsurance.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
License#: 1814359 PUBLMAN-01	INSURER A: Twin City Fire Insurance Company	29459
INSURED Public Management Inc. 15355 Vantage Pkwy W Ste 108 Houston TX 77032	INSURER B: TEXAS MUTUAL INSURANCE COMPANY	22945
	INSURER C: Admiral Insurance Co.	24856
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 80716312

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 checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			61SBABC6778	9/1/2022	9/1/2023	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"/> 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	9/1/2022	9/1/2023	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 \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
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	N/A	0002019787	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Professional Liability			EO00003595406	12/13/2021	12/13/2022	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 GL & Auto policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The GL, Auto, & WC policies include a blanket automatic waiver of subrogation endorsement and an endorsement providing that 30 days notice of cancellation will be furnished to the certificate holder. The policies contain a special endorsement with "primary and noncontributory" wording.

CERTIFICATE HOLDER**CANCELLATION**

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

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PUBLIC MANAGEMENT INC

Unique Entity ID DL1PFHMDM786	CAGE / NCAGE 6QDN5	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jul 27, 2023	
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 18	State / Country of Incorporation Texas / United States	URL www.publicmgt.com
MPIN *****1982		

Registration Dates

Activation Date Aug 11, 2022	Submission Date Jul 27, 2022	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

******2804**

Lock Box Number

(blank)

Financial Institution

SOUTHSIDE BANK

Account Number

******1564****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

Jul 27, 2022

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
 pwiltshire@publicmgt.com
 2815920439

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

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

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) \$3,500,000.00	Number of Employees (in accordance with 13 CFR 121) 17
--	--

Location

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

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (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 Any	Counties (blank)	Metropolitan Statistical Areas (blank)
----------------------	----------------------------	--



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Nicholas Houston

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on February 22, 2021



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Patrick Wiltshire

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on January 5, 2021



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Jake McAdams

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on September 30, 2022



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Kenneth Coignet

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on February 22, 2021



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Morgan Verette

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on August 5, 2022



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Lisette Howard

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on August 5, 2022



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Dalton Aiken

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation Exam
And is certified to Administer TxCDBG contracts.

Awarded on September 16, 2022



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Michael Migaud

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on September 22, 2022



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

John Reed

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on September 16, 2022



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Sara Tankersley

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on August 1, 2022



TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Thomas Quintero

This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on August 25, 2022



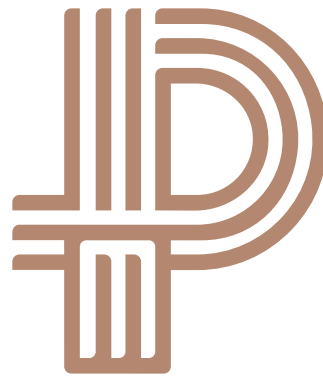
TEXAS DEPARTMENT OF AGRICULTURE
COMMISSIONER SID MILLER

Aron Miller

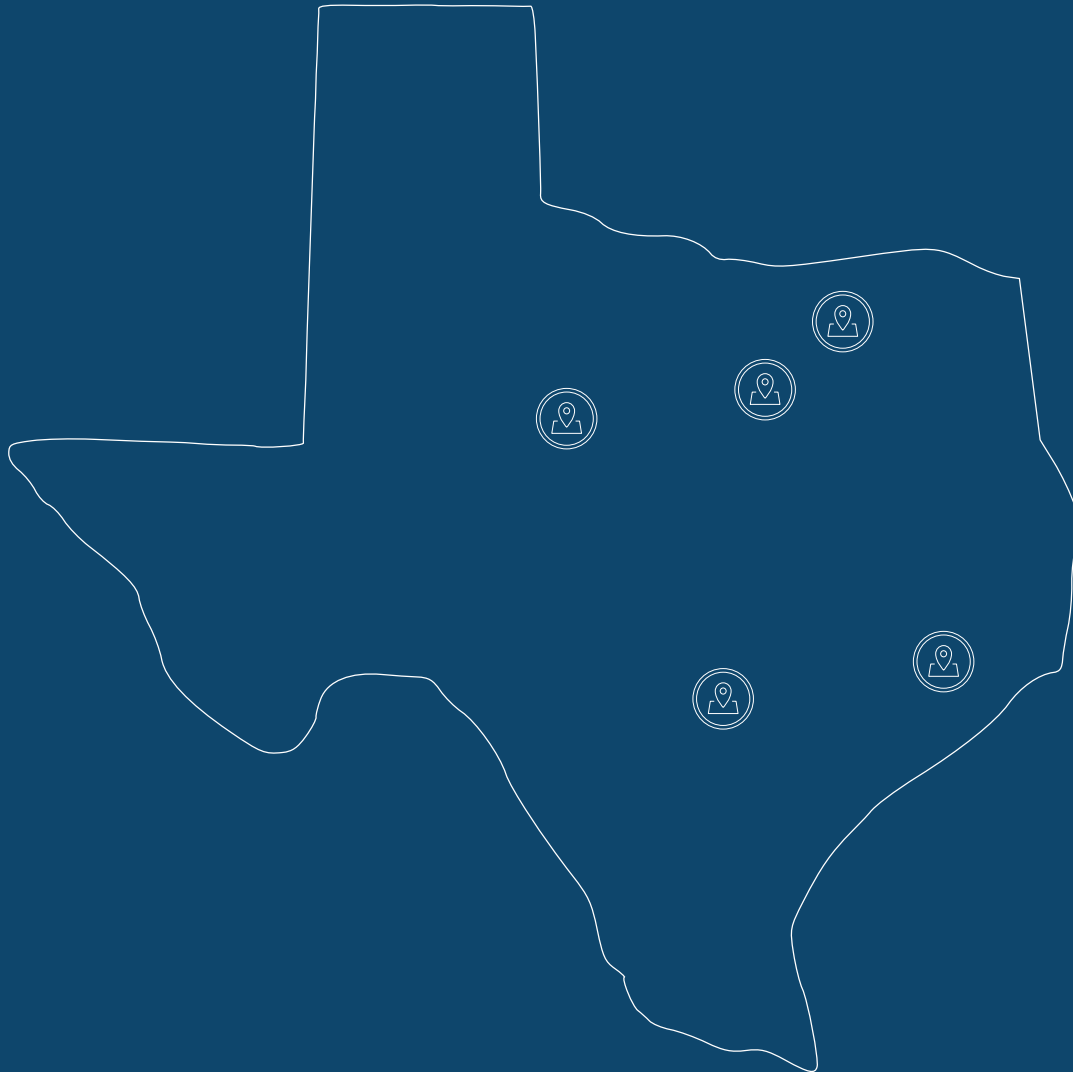
This is to certify that the above named individual has completed the
Texas Department of Agriculture's
Texas Community Development Block Grant Implementation
Exam And is certified to Administer TxCDBG contracts for 2021.

Awarded on September 9, 2022

Albany, Alma, Ames, Anahuac, Andrews County, Aspermont, Aubrey, Ballinger, Bartlett, Baytown, Beaumont, Bells, Benjamin, Bevil Oaks, Blackwell, Breckenridge, Brenham, Bridgeport, Brookshire, Brownwood, Caddo Mills, Campbell, Celeste, Celina, Chambers, County, Clarendon, Clear Lake Shores, Cleveland, Clute, Coleman, Conroe, Cottle County, Crosby County, Crystal City, Columbus, Cuero, Daisetta, Dayton, Deer Park, Devers, Dickinson, Donley, Easton, Eden, Edmonson, El Campo, Eldorado, Electra, Ellis County, Emhouse, Eustace, Fischer County, Floydada, Forsan, Frio County, Frisco, Frost, Gaines County, Galveston County, Garrett, Glenrose, Gordon, Goree, Graford, Grandview, Goldthwaite, Goliad, Gunter, Gustine, Hale County, Hamlin, Hardin, Hardin County, Haskell County, Hempstead, Hico, Higgins, Italy, Jonestwon, Jayton, Jersey Katy, Kemah, Kemp, Kerens, Kress, Kyle, La Marque, La Porte, County, Lipan, Loraine, Lorenzo, Malakoff, Mason, Matador, County, Meadow, Melissa, Montgomery County, Moran, Muleshoe, Munday, Nazareth, New Hope, New Waverly, Oak Ridge North, Old River-Winfree, Olton, Paducah, Paint Rock, Palmer, Panorama Village, Parker County, Pattison, Pecos, Piney Point Village, Plains, Plum Grove, Post, Prairie View, Rankin, Reno, Rhome, Richland, Rio Vista, Roby, Rochester, Roscoe, Rotan, Rule, Sadler, San Saba, San Saba County, Santa Anna, Savoy, Schleicher County, Scurry County, Sealy, Seminole, Shenandoah, Slaton, Sonora, Splendora, Springtown, Spur, Stamford, Stephenville, Stonewall County, Strawn, Sweetwater, Terrell, Tom Bean, Trinity Bay Conservation District, Venus, Walker, Waller County, Washington County, West University Place, Whitewright, Wickett, Willis, Windthorst, Wink, Winters, Wise County, Woodbranch Village, Zavala



WWW.PUBLICMGT.COM



HOUSTON

15355 Vantage Pkwy. West, Ste. 360
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

RESOLUTION 1-5-2023-3

A RESOLUTION OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, AUTHORIZING PROFESSIONAL SERVICE PROVIDER SELECTION FOR A 2023/2024 TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM – COMMUNITY DEVELOPMENT FUND GRANT THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE.

WHEREAS, participation in the Texas Community Development Block Grant Program – Community Development Fund (CDBG) requires implementation by professionals experienced in the engineering/project delivery of federally-funded projects and creation of planning documents;

WHEREAS, in order to identify qualified and responsive providers for these services a Request for Qualifications (RFQ) process for engineering and design services has been completed in accordance with the Texas Department of Agriculture requirements;

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

NOW, THEREFORE, BE IT RESOLVED:

- Section 1. That 5M Associates LLC. is selected to provide application and project-related engineering and design services for a 2023/2024 CDBG Grant for the City of Bruceville-Eddy.
- 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).

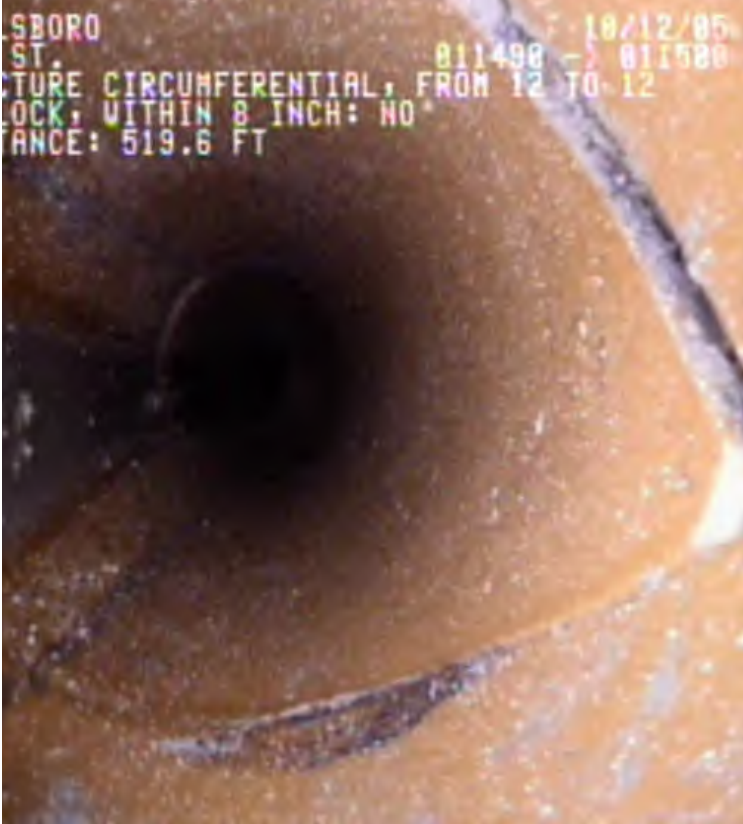
PASSED AND APPROVED ON JANUARY 5, 2023.

APPROVED:

Linda Owens, Mayor

ATTEST:

Pam Combs, City Secretary



CITY OF BRUCEVILLE-EDDY

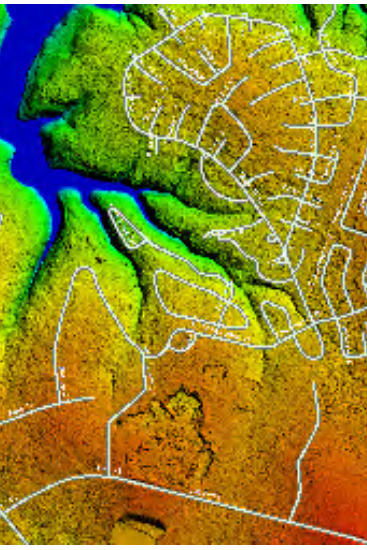
2022 Professional Engineering Services

STATEMENT OF QUALIFICATIONS

Supporting Communities is our only business.



A STATEMENT OF QUALIFICATIONS BY



PROJECT
CDBG UTILITY IMPROVEMENTS

December 20, 2022



The City of Bruceville-Eddy
Attn: Kent Manton, City Administrator
144 Wilcox Drive
Eddy, TX 76524

RE: Request for Qualifications for Professional Engineering Services

Dear City of Bruceville-Eddy Mayor and Council,

5M Associates, LLC (5M) is excited about having the opportunity to work with the City of Bruceville-Eddy (BE) for the various professional engineering project assignments. We believe that the information included within this proposal will demonstrate our experience and qualifications in designs associated with municipal engineering projects. Please refer to 5M's project experience section of this proposal for more information.

5M has the capacity to perform the work for various utility projects. We are uniquely qualified to perform this work due to our familiarity with municipal projects. We have performed design and construction inspection services for several communities in Central Texas.

5M takes great pride in producing very concise and accurate construction documents and this is made even more evident by the multiple repeat clients that 5M works for. We are also very committed to working with the City of BE in developing project budgets, maintaining strict budget controls and providing value engineering as required assuring successful completion of the project. We are proud of our ability to tailor designs to your budget constraints without compromising standard engineering practices or our high expectations for design excellence. This is evident in the correlation between our past project budgets and actual construction bid proposals.

As an added service, 5M has substantial experience in grant applications and administration. We believe that to be a full service engineering firm, we must provide assistance in all aspects of our client's engineering projects, including funding, administration, design, inspection, and standards development.

We look forward to working with the City of BE City staff, and the citizens of BE to provide quality infrastructure that promotes an enhanced quality of life.

Sincerely,

Scott Murrah, P.E.
Founder

Attachments: Statement of Qualifications

TABLE OF CONTENTS

SECTION 1 FIRM PROFILE

SECTION 2 EMPLOYEE RESUMES

SECTION 3 CLIENT REFERENCES

SECTION 4 PROJECT EXPERIENCE

SECTION 5 ATTACHMENTS

SECTION 1: FIRM PROFILE - Capacity to Perform

FIRM DESCRIPTION. 5M Associates, LLC is a full service Civil Engineering Consulting firm dedicated to building lasting client relationships one project at a time. 5M serves Central Texas with a strategically placed office location in Granger, Texas. The principal engineer has been providing engineering design and surveying services for municipalities, school districts, water supply corporations, universities, and also the private sector since 2002. We pride ourselves first and foremost in providing customer satisfaction. We are committed to providing innovation in design, the ability to meet tight schedules, and dedication to our industry and local community involvement.



TEAM DESCRIPTION. 5M is capable of performing a multitude of engineering and non-engineering tasks. 5M utilizes small consulting firms for structural engineering, geotechnical engineering, architecture, and surveying as needed to facilitate any project's design requirements.

PRIMARY OFFICE for this project:
5M Associates, LLC:
205 W. Broadway
Granger, TX 76530
Firm # F-22667

WHAT MAKES 5M STAND OUT?

It is not by accident that our firm size is at the level it is today. Our firm size is a result of multiple years of experience and planning that culminated with what we believe is the best size firm to provide the highest customer satisfaction balanced with competitive professional fee cost. The engineer will be involved from the projects conception, contract negotiations, to the occupancy of the project by the client. This provides a single point of contact during the design life of the project. The location of the engineer allows for quick response to client needs.



5M now has a diversified broad base of clients, from the state level to the private sector resulting in a stable base of repeat clients. We currently boast that over 85% of our gross revenues are attributed to repeat clientele.

SECTION 1: FIRM PROFILE - Capacity to Perform (cont)

REPUTATION. A deep understanding of the client's needs assist us in determining the most appropriate plan of action. The plan may include verbal recommendations, full engineering analysis and reports or indicate the need for the development of a new project including surveys, design and complete contract documents.

QUALITY. 5M staff are trained to know exact step-by-step procedures through which every successful project must travel. Our innovative problem-solving abilities, commitment to detail and customer responsiveness have directly contributed to the firm's success. We encourage building strong relationships with our clients through listening to their needs.

CAPABILITIES. 5M staff have consistently been selected to provide engineering services to a variety of engineering projects with construction cost ranging between \$100,000 to well over \$14 million dollars. In recent years, staff has managed over \$20 million dollars worth of construction within a single year.

It takes considerable in-house organization and efficiency to successfully complete this volume of projects. This type of efficiency can only be obtained from dedicated employees with access to the

latest generation of computer workstations and top engineering software.

CAPACITY AND INTENT TO PROCEED. Considering 5M's reputation, quality, and capabilities, our firm is fully capable of proceeding without delay if selected for this project.

For further abilities and self-performed work of our project team that will be commencing and completing this project, please see 5M's key personnel resumes.



SECTION 1: FIRM PROFILE - Work Performance

5M staff prides themselves on the work ethic and quality workmanship that goes into every plan sheet that leaves our office. Our staff has the experience and expertise to meet any design requirement needed to facilitate a successful project. The track records of our past projects, and the number of loyal, repeat, 5M clients speaks volumes concerning our attention to project details and client management. All of our projects have been designed and constructed on or ahead of schedule, and have met all budgetary constraints, as indicated in our project experience in Section 2.

QUALITY ASSURANCE PROGRAM

5M Associates, LLC has a very effective Quality Assurance / Control Program in place. Every project is managed by a principal engineer with the firm. This ensures that each and every project and client is provided with the highest level of attention that they deserve. 5M also strives to include other engineers and professional staff in the planning and design process of each project to produce an accurate set of construction documents.

In addition, 5M takes pride in reviewing every set of construction documents before it leaves the office for client review, bidding, or construction purposes.

The success of 5M's Quality Assurance / Control Program can be measured in the infrequent change orders that are required for the projects we have designed.

SCHEDULE & BUDGETARY MANAGEMENT

A 5M Associates, LLC often spoken philosophy is, "Meeting Schedules – It's in the best interest to our client's project and to our company."

5M staff has proven ability to perform the work in a timely manner to serve the city's needs. The majority of 5M's clients are public entities with strict budget requirements. By having a full array of design professionals in-house and fluid communication between design teams, project challenges are quickly resolved, and project delays are eliminated.

5M believes the project is not complete until the City has taken over ownership of the project. 5M also believes the construction support throughout the project to address contractor questions and client concerns is essential to a successful, on-time project. If a conflict arises, 5M coordinates with the contractor and owner and solves the problem with a team approach to keep construction moving. 5M applies these practices to all of the projects we work on. This enables us to complete projects in a timely manner.

SECTION 1: FIRM PROFILE - Performance Resources

5M is ready and able to begin design on this project immediately if the City wishes to do so. 5M will be perform these services and will be managed by a single point of contact, Mr. Scott Murrah, P.E.

SUPPORT PERSONNEL

5M will utilize support personnel as needed throughout the project term. These support personnel include various designers, drafters, and administrators to ensure the project is completed on schedule and within budget.


WORK AVAILABILITY

The 5M staff is currently available to allocate the necessary assets required to ensure project success. 5M can begin work on the project immediately if needed.

REPUTATION

A deep understanding of the client's needs assist us in determining the most appropriate plan of action. The plan may include verbal recommendations, full engineering analysis and reports or indicate the need for the development of a new project; including surveys, design and complete contract documents.

*For additional resources on 5M's reputation and past performance on handling additional projects, feel free to speak to any of 5M's clients listed on the client reference list, located in Section 3.



5M Associates, LLC is a full service Civil Engineering, Surveying, and Consulting Firm dedicated to building lasting client relationships one project at a time. 5M staff has been in performing engineering since 2002, providing engineering design and surveying services for Municipalities, Water Supply Corporations, School Districts, Universities, and the Private Sector.

MUNICIPAL SERVICES

5M understands the roadblocks encountered by most municipalities. Our principal has over 20 years of in depth design experience related to the public sector. We specialize in water distribution, sanitary sewer collection systems, drainage, and roadway improvements.

New infrastructure is expensive and vital to your community. We recognize that your City is completely dependent on the yearly budget cycle that is changed or revised on a moments notice, so we have structured our firm to adapt to this rapid changing funding environment.

5M provides comprehensive city engineering services, including project development review, design, and construction oversight for all types of infrastructure projects. Our experience includes public and private utility systems, drainage studies, streetscape, and roadway improvement projects.

At 5M, we understand the land use impacts of roadway and utility services, the need for sustainable tax producing development, and infrastructure's role in supporting this endeavor.

5M is trained and qualified to manage projects for local governments that obtain state or federal funding through TxDOT, TDA, TPWD, TWDB, and USDA Rural Development.

We strive to form bonds of effective communication with you and your staff to help enhance the quality of life for your citizens.



MUNICIPAL SERVICES

WASTEWATER

- Collection Systems
- Lift Stations & Force Mains
- Wastewater Collection Network Analysis
- Master Planning & Design

STORMWATER

- Hydrologic Studies
- Hydraulic Studies
- Flood Studies
- Stormwater Management Plans
- Regional Drainage Studies
- Erosion and Sedimentation Controls & Plans

TRANSPORTATION

- Roadway/Highway Design
- Hike and Bike Trail Design
- Traffic Engineering
- Traffic Studies
- Airports
- Master Planning & Design

WATER

- Transmission Mains
- Water Pumping Systems
- Elevated Storage Tanks
- Hydropneumatic Water Systems
- Groundwater Well Development
- Ground Storage Tanks
- Hydraulic Modeling
- Master Planning & Design
- Rate Studies

FUNDING ASSISTANCE

- Texas Department of Agriculture
- Texas Department of Transportation (LGPP Certified)
- Texas Parks and Wildlife Department
- Texas Water Development Board
- USDA Rural Development

GIS

- Planning
- Utility Infrastructure
- Drone Topography
- Drone Mapping

SECTION 2: KEY PERSONNEL Organizational Chart



PROJECT MANAGER



Scott Murrah, PE
smurrah@5m-associates.com

OFFICE MANAGER



Misty M. Murrah
mmurrah@5m-associates.com

SECTION 2: KEY PERSONNEL Resumes

SCOTT MURRAH, P.E., President



Scott Murrah, PE, is a president of 5M Associates, LLC, and is responsible managing and orchestrating the work flow within the 5M office. Scott manages project tasks to ensure project schedules and budgets are maintained. Scott has over 20 years of experience and has designed and administered government funded and private funded projects alike, and range in budgetary size from \$5,000 to \$16 million.

As yearly construction costs continue to increase, our clients are in a constant need of "value engineering" to obtain the greatest return for their investment.

As a past Council Member and Mayor of his home town, as well as serving on the School Board for 9 years, Scott is sympathetic to the budgetary constraints our clients are faced with. The experience obtained while serving within these public positions provides Scott with a unique perspective and approach to engineering design and administration. This unique perspective and approach provides additional "value engineering" to our clients which minimizes project costs and schedule delays.

WATER SYSTEMS:

Mr. Murrah has significant experience with water system operation and maintenance. He understands the constant demands on system supervisors and operators to meet increasing federal and state requirements and aging infrastructure, and with decreasing operating budgets. Mr. Murrah utilizes his unique perspective and approach to water system projects to implement cost effective solutions that minimize the upfront capital costs while maximizing project longevity. He has applied his techniques to a broad range of water system projects such as storage facilities, pump stations, water transmission mains, and distribution lines.

DISTRIBUTION SYSTEMS

Mr. Murrah has designed and provided administration for over 50,000 feet of water transmission and distribution lines, ranging in size from 2-inch to 18-inch in diameter. These lines were installed in rural as well as highly populated areas, which provides Mr. Murrah with a broad range of experience in dealing with water line installation. He understands the complex nature of planning, coordination, and implementation that is required for a project's success.

WASTEWATER COLLECTION

Mr. Murrah has over 15 years of wastewater collection system design experience, including 24,000 feet of gravity system design of 6 in to 48 in pipe by open cut, pipe bursting, and directional drilling methods. He has the experience to provide cost effect installation recommendations that help reduce the projects impacts to the client as well as to the surrounding areas. Mr. Murrah has designed and managed an 8 ft diameter tunneling project to accommodate a 24 in wastewater gravity line. The tunnel was installed under an existing parking garage and included monitoring procedures to ensure minimal effects to the structure's integrity.

SECTION 2: KEY PERSONNEL Resumes

SCOTT MURRAH, P.E., President (Cont'd)

LIFT STATIONS

Mr. Murrah has significant experience in lift station and force main design, with lift station sizes ranging from 50 gpm package stations to 2,200 gpm multi-pump stations. These stations included fiberglass and concrete wet well designs, as well as PVC and Ductile Iron force main design, ranging in sizes from 2 in to 12 in diameter. Larger stations included onsite backup generators and elevated pump control centers to reach heights above 100-year flood elevations. Scott is Texas Department of Transportation (TxDOT) Local Government Project Procedures (LGPP) certified.

WASTEWATER TREATMENT

Mr. Murrah has designed and provided administration for numerous new and rehabilitated wastewater treatment projects, ranging in size from 0.20 MGD to 6 MGD. These plants include lagoon plants to complex activated sludge plants. Mr. Murrah understands the plant operators needs that ultimately determine the plants design and/or rehabilitation requirements. Mr. Murrah has significant experience in the following wastewater treatment plant components:

Head-works - flow splitting and monitoring mechanisms, flow metering, manual and automatic screens, and grit removal components.

Lagoons/aeration basin - basin lining/design, volume control mechanisms, and fixed and floating aeration.

Clarification - conventional and center-fed spiral, sweep and suction clarifiers, sludge removal mechanisms, sludge pumping.

Filtration - fixed media, cloth, and biological filtration

Sludge Handling - aerobic and anaerobic digestion, belt presses, centrifuges, and drying beds.

Disinfection - chlorine contact basins and chemical feed systems.

Effluent - flow metering, effluent lift stations, effluent aeration, and wastewater reuse designs.

Miscellaneous - plant controls and automation, plant operation guidelines and check lists, plant irrigation, and plant lighting.

SECTION 2: KEY PERSONNEL Resumes

SCOTT MURRAH, P.E., President (Cont'd)

PEDESTRIAN INFRASTRUCTURE

Mr. Murrah has designed and administered many pedestrian infrastructure projects. These projects were predominately funded through the Federal Highway Administration (FHWA) and required additional administration oversight to ensure compliance with Federal requirements. These projects were administered through the Texas Department of Transportation (TxDOT) and were designed utilizing TxDOT design standards. Mr. Murrah understands the stringent design and administration requirements within Federally funded projects and can help provide guidance and support to City administrators to help navigate the Federal "hoops" required within these projects.

MODELING / MASTER PLANNING

Mr. Murrah has performed numerous water system studies, utilizing water distribution software to model the water distribution system to identify areas of low pressure and/or low water volume. Through these models, Mr. Murrah has provided municipalities with a Capital Improvement Project list that allows municipalities an opportunity to plan for future improvements within their budget cycles to increase system reliability and citizen satisfaction. Mr. Murrah has also provided wastewater system studies to determine a system's contribution to Infiltration and Inflow (I&I), and methods of reducing I&I to reduce or eliminate Sanitary Sewer Overflows (SSOs) and to reduce the City's wastewater treatment costs. Through these studies, Mr. Murrah has provided City's with a Capital Improvement Project list to allow municipalities to plan for future system improvements.

SECTION 3: CLIENT REFERENCES

Chris Whittaker

City Manager
City of Angleton
121 S. Velasco
Angleton, TX 77515
(979) 849-4364
cwhittaker@angleton.tx.us

Christy Cavness-Bradshaw

City Administrator
City of Granger
P.O. Box 367
Granger, TX 76530
(512) 859-2755
cityadmin@cityofgranger.org

Kara Clore

President
Strategy Consulting Group, LLC
134 N. Main
Rockdale, TX 76567
(512) 446-2111
kara@strategyconsultantgroup.com

Keith Whitfield

City Manager
City of Daingerfield
101 Linda Dr.
Daingerfield, TX 75638
(903) 645-3906
keith.whitfield@cityofdaingerfield.com

Kenneth Ray Murray

City Administrator
City of Rosebud
P.O. Box 657
Rosebud, TX 76570
(254) 583-7926
cityadministrator@rosebudtexas.us

Monica Stojanik

Mayor
City of Granger
P.O. Box 367
Granger, TX 76530
(512) 859-2755
monicastojanik@cityofgranger.org

Note: Additional clients can be retrieved upon request.

City of Granger CDBG PECAN ST DRAINAGE IMPROVEMENTS

Contact: Christy Cavness-Bradshaw
City Administrator
(512) 859-2755
cityadmin@cityofgranger.org

The City of Granger Pecan St project was required to replace a failed roadway culvert that required the closure of Pecan St in north Granger. The project included drainage studies of the Donahue Creek Tributary to determine culvert sizing and budget. The project was completed within budget and ahead of schedule.



The following pages represent Federal and State funded projects where administration and management was provided for project documentation per guidelines.

City of Rosebud CDBG WATER IMPROVEMENTS

Contact: Keith Whitfield
Former City Administrator
(254) 583-7926
cityadministrator@rosebudtexas.us

The City of Rosebud project was required to replace water infrastructure. The project included the replacement of approximately 5,000 linear feet of the City's main water distribution line that connected to two existing water main lines. Scott Murrah was responsible for the engineering, design and construction administration on the project. A TxDOT permit to bore under Main Street was required to be obtained. Scott Murrah assisted the City and their grant writer in obtaining a CDBG grant to replace antiquated water infrastructure.



City of Jarrell CDBG WATER SYSTEM IMPROVEMENTS

Contact: Bill Lawson
Former Public Works Director
(512) 740-9878

Scott Murrah was selected to design a dedicated 12-inch Fire Protection through the City of Jarrell to ultimately provide fire protection to the Jarrell ISD campus. The potable water supply to the citizens of Jarrell is provided by Jarrell-Schwertner WSC. Therefore, the 12-inch line would not provide potable water to the citizens. However, that capability was to be incorporated should the line be needed for water supply in the future.

The project included 2,500 linear feet of 12-inch PVC waterline, including fittings, gate valves, fire hydrants, and blow assemblies. The project also included asphalt roadway replacement, asphalt driveway, concrete driveway, and gravel driveway replacement.

The waterline was installed through the City of Jarrell downtown area, which dictated the critical need to maintain consumer access to local businesses. The project was completed within 3 months with no complaints from consumers or owners. While the project did necessitate alternate entrance routes to effected buildings, the inconvenience was short-lived.



City of Taylor CDBG WATER IMPROVEMENTS 12" WATER LINE

Contact: Casey Sledge
Contract City Engineer
(512) 365-1888
casey@sledge.biz

As a sub-consultant to Sledge Engineering, LLC (SE), Scott Murrah provided the design and prepared bid documents for improvements to the existing City of Taylor water distribution system. The project was federally funded under the Williamson County CDBG program.

The project included the coordination with TxDOT and Union Pacific Railroad (UP) for crossing the right-of-way (ROW) of each entity. BSP prepared, submitted and obtained approval from each entity for the water line bores needed for the project. The project consisted of 1,300 feet of 12" PVC waterline, with all of the water line located within TxDOT ROW and UP ROW. The project also included a total of 200 feet of steel encasement pipe by bore. Coordination with TxDOT engineers as well as UP engineers was crucial to minimizing delays during the design and construction process. The project was constructed within schedule and at budget.



Pendleton Water Supply Corporation - RuD PROJECT + GIS & MAPPING SYSTEM

Contact: Velva Moody
Office Manager
(254) 773-5875
pwsc@vvm.com

Pendleton Water Supply Corporation authorized Scott Murrah to prepare and administer a federally funded Rural Development (RUD) loan package for improvements to the existing water distribution system. The loan package included the preparation of a Preliminary Engineering Report (PER), Environmental Report (ER), and all preliminary and final designs.

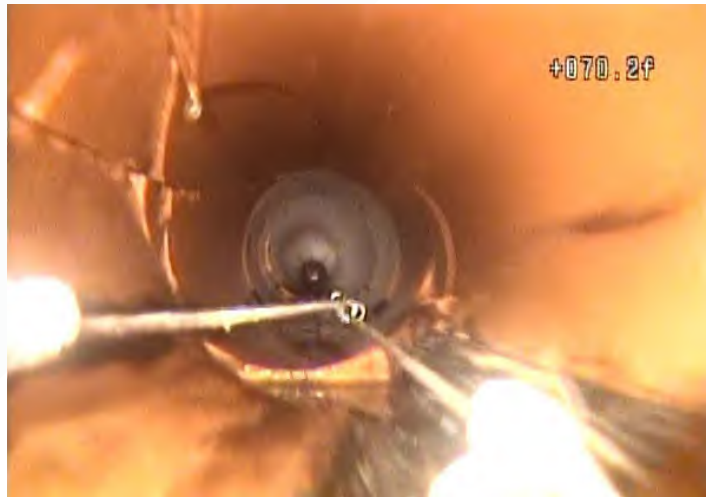
The project consisted of 23,000 feet of 8" PVC waterline, with all the water line located within private easement. The project also included a total of 100 feet of steel encasement pipe by bore, as well as 16 bores for water services. Coordination with TxDOT engineers as well as Bell County engineers was crucial to minimizing delays during the design process. This project was completed ahead of schedule and under budget.



City of Troy CDBG DOWNTOWN WASTEWATER IMPROVEMENTS

Contact: Jeff Straub
Former City Administrator
(254) 938-2505
jstraub@cityoftroy.us

City of Troy authorized Scott Murrah to prepare and administer a CDBG Design package for improvements to the existing wastewater collection system. The design package included the preparation of a Preliminary Engineering Report (PER) and all preliminary and final designs. The project consisted of 2,500 feet of 6" clay wastewater line that was increased to an 8" HDPE utilizing the Pipe Bursting method. The project also included the replacement of 250 ft of 6" clay pipe with 8" PVC pipe by Open Cut method. The project also included the replacement of all manholes and reconnection of wastewater services. Coordination with TxDOT engineers as well as Bell County engineers was crucial to minimizing delays during the design process. The project was constructed ahead of schedule and 2% under budget.



City of Granger CDBG LIFT STATION REPLACEMENT

Contact: Christy Cavness-Bradshaw
City Administrator
(512) 859-2755
cityadmin@cityofgranger.org

The Fox Street Lift Station was constructed in the early 1980's and reached the end of its intended service life. For the past few years, the lift station has not passed Texas Commission on Environmental Quality (TCEQ) inspection, and has required significant expenditures to bring the existing station into compliance with TCEQ standards. Scott Murrah was selected to design the new Fox Street Lift Station, which has a dual pump pre-packaged lift station with energy efficient submersible pumps that utilize a more current control system. The lift station provides wastewater service for approximately 40% of the City's total wastewater flows. The total budget for the project was estimated to be \$291,500, and was completed for \$288,506.07.



City of Granger CDBG WASTEWATER TREATMENT PLANT IMPROVEMENTS

Contact: Christy Cavness-Bradshaw
City Administrator
(512) 859-2755
cityadmin@cityofgranger.org

Scott Murrah was selected to design the needed improvements to the City's wastewater treatment plant. The existing plant was an oxidation ditch facility with dual clarifiers, Return Activated Sludge (RAS) pumping facility, and dual chamber chlorine contact basin. While the facility was operating within TCEQ permit parameters, many of the facilities components were reaching the end of their useful life cycle.



The plant was operating on a single clarifier due to significant deterioration of the mechanical components within the basin. Scott provided the designs for the replacement and renovation of the clarifier equipment and basin, including new motors, rotors, weir brackets and gates. The renovation also included the repair the existing weirs, walkway, and galvanized barriers.

Scott also provided the design for the replacement of the RAS pumps within the existing pump station. The existing RAS pumps utilized a belt driven pump, which allowed the belt to be exposed, thus causing a potential hazard to plant personnel. Scott redesigned the pump station layout so that plant personnel could access the pumps, motors and valving with minimal hazards, which included the installation of new direct drive pumps and motors.

The final design component to the project was the replacement of various slide gates, sluice gates and telescoping valves. These components were original to the plant and had reached their useful life cycle. Many of the seals and bearings were unusable, which prevented the plant operators from utilizing the treatment plant to its maximum potential.

City of Jarrell CDBG WASTEWATER IMPROVEMENTS PHASE I & II

Contact: Bill Lawson
Former Public Works Director
(512) 740-9878

2013 CDBG Wastewater Improvements - Phase 1

This project will provide new wastewater service to residential properties that are currently served by on-site sewage facilities (OSSF). These properties will have the option to tie onto the new system and abandon their current OSSF, or tie in at a later date. The project consists of an 80 gpm lift station, 3,000 feet of 4-inch forcemain and 175 feet of 8-inch wastewater line with manholes. The project budget was \$249,200, and was completed for \$243,606.40. The project was also completed 3 months ahead of schedule.



2014 CDBG Wastewater Improvements - Phase 2

This project is an extension of the 2013 grant to service additional residential and commercial properties. The project will consist of 1,700 feet of 8-inch wastewater line and 950 feet of 6-inch wastewater line with manholes. This project was completed in April 2016.



City of Troy STREET BOND PROJECT

Contact: David Lowry
Former City Administrator
(254) 938-2505

Scott Murrah was tasked in providing recommendations and improvements to the City of Troy to maximize or “biggest bang for the buck” in their 2013 Street Bond Program.

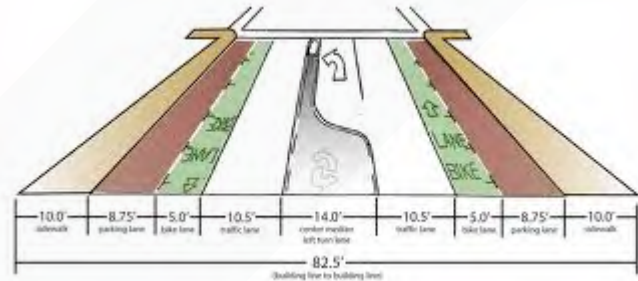
Scott developed a street evaluation program to investigate and grade specific road segments of all roads within the City Limits.

A detailed evaluation report was prepared by Scott weighting several factors deemed critical by the City Council. The key areas of focus for this report were vehicle speeds, downtown revitalization, pedestrian corridors and perception of existing street safety and aesthetics.

Scott provided a yearly update to the Street Evaluation as new development continues to drive the need for city infrastructure.

Scott’s evaluation sought information that could be measured against the Council’s broader objectives for the city, which are:

1. Creating areas that are attractive to pedestrians.
2. Providing high-quality streetscapes where people can visit, spend time and shop.
3. Establishing distinct destinations.
4. Building better pedestrian environments.
5. Slowing vehicle speeds.
6. Improving safety (traffic and pedestrian).



City of Waco ELM AVENUE STREETScape IMPROVEMENTS

Contact: Jim Reed
City of Waco
(254) 750-8091

The City of Waco engaged Scott Murrah to provide the design services for this TASA grant project. The City received a TxDOT grant to provide sidewalk, ADA improvements, bike lane, parking, lighting and landscape improvements along Elm Ave. (MLK Blvd. to Garrison St.).

The current sidewalks are not ADA compliant and many of the existing sidewalks have deteriorated greatly. The intent of the project is to enhance / improve these features, provide a bicycle lane through the corridor, enhance the parking situation and provide much needed lighting. The project will also include landscaping and other pedestrian elements such as gathering areas and park benches.

Scott led several public meetings in an effort to engage the community in the design of these features. Scott worked closely with a community liaison to serve as a facilitator between the designers and the community.

Scott provided the preliminary and final design services, environmental review, easement document preparation, landscape design as well as construction administration services.



City of Troy TxDOT SAFE ROUTES TO SCHOOL

Contact: David Lowry
Former City Administrator
City of Troy
(254) 938-2505

Scott Murrah was selected and authorized by the City of Troy for this Safe Routes to School (SRTS) project. The program provides 100% funding for school pedestrian infrastructure within a 2 mile radius of school campus'. Scott developed and submitted an SRTS plan to the TxDOT state office to provide the City of Troy an opportunity to receive SRTS funding for pedestrian infrastructure along Luther Curtis Rd, from the Troy ISD campus east to the IH 35 Frontage Road. Once TxDOT submitted a call for applications, Scott submitted the project application on behalf of the City of Troy. Due to TxDOT construction efforts along the IH 35 corridor, significant coordination with TxDOT design engineers was required to ensure the connection of the proposed sidewalk project would be included within any future expansion or modification plans for the IH 35 Frontage Road. The project was completed in September 2013, and was within budget.



City of Temple TxDOT SAFE ROUTES TO SCHOOL

Contact: Don Bond
City Engineer
(254) 298-5660

Scott Murrah designed City of Temple's Safe Routes to School project. The project included placing concrete sidewalks to Bonham Middle School and Lakewood Elementary School. Scott prepared the construction plans to convert an on-street bicycle lane to an off-street safe route to school. This project is adjacent to a heavily traveled thoroughfare in Temple. There were many design challenges with this project to ensure a safe pedestrian facility. Scott also designed the safe routes to Lakewood Elementary. Much of this project is adjacent to West Adams. There are currently no sidewalks along this urban highway section for school children to use to get to their school.



City of Hutto FM 1660 HIKE AND BIKE TRAIL TxDOT TRANSPORTATION ENHANCEMENT

Contact: City of Hutto
(512) 759-9016

Scott Murrah prepared and submitted an application for the FM 1660 North Hike and Bike Trail (NHBT), that received funding from the Texas Department of Transportation (TxDOT) Transportation Enhancement (TE) grant program. The City of Hutto's application was successfully awarded in July 2013. Scott was selected to perform all professional services for the Hike and Bike Trail project.

The project included 5,700 linear feet of 10 ft wide hike and bike trail, including two (2) pedestrian bridges, street lighting, crosswalks, and all associated signage and striping. The NHBT will provide a continuous and safe pedestrian route between the Hutto Parke subdivision and Hutto Elementary School campus. The City of Hutto's existing pedestrian trail connects the south side of the City to the north side, with the northern terminus located on the Hutto Elementary school campus. The proposed NHBT will extend the City's existing trails north along FM 1660 and ending at the Hutto Parke subdivision.



City of Troy DOWNTOWN REVITALIZATION TxDOT TRANSPORTATION ENHANCEMENT

Contact: Michael Morgan
City of Troy
(254) 938-2505
mmorgan@cityoftroy.us

Scott Murrah was selected to provide all professional services for this project. This project was funded through the Federal Highway Administration and allocated to the Texas Department of Transportation (Waco District Office) for project administration.

This project included the construction of ADA compliant walkways and handicapped ramps on both sides of downtown Main Street. This project included the design of a street lighting system, several handicapped ramps, crosswalks and signalization.

It was critical that this project maintain the old downtown ambiance while providing a functional ADA compliant walkway system. The pedestrian walkway design overcame many large vertical variations including steps that provided a barrier to handicapped pedestrians. This project included large landscaped islands, yet was sensitive to providing maximum visual exposure to the existing business and store fronts.

This project enhanced transportation by providing an ADA compliant route that connected the east side including residential areas, post offices and downtown businesses to the west side of town which contains a concentration of retail establishments and public schools.



RELATED PROJECTS LIST - Most Current/ Completed Federally Funded Projects

5M staff has provided engineering services on numerous federally funded projects. The list below shows only the **most recent** projects.

CITY	PROJECT
<u>IN PROGRESS</u>	
Granger	CDBG Wastewater Improvements
Granger	CDBG Lift Station Improvements
Rosebud	CDBG Water System Improvements
<u>COMPLETED</u>	
Granger	CDBG Water Valve Improvements
Coupland WSC	Wastewater Rate Study
Jarrell	Town Center Wastewater Extension
Buckholts	Sewer Plant Improvements
Rosebud	CDBG Wastewater improvements
Rockdale	CDBG Water Valve Insertion
Hutto	TxDOT Transportation Enhancement - FM 1660 Hike & Bike Trail
Troy	TPWD Splash Pad
Troy	TxDOT Safe Routes to School
Temple	TxDOT Safe Routes to School
Granger	CDBG Drainage improvements
Jarrell	CDBG Wastewater improvements
Jarrell	CDBG Water System improvements
Jarrell	CDBG Wastewater improvements
Granger	CDBG Water improvements
Rosebud	CDBG Water improvements
Troy	CDBG Downtown Sewer Rehabilitation
Jarrell	CDBG Water System improvements
Granger	CDBG Wastewater Treatment improvements
Troy	CDBG Wastewater System improvements
Troy	TxDOT Transportation Enhancement - Sidewalk improvements

ATTACHMENTS

- * Professional Liability Insurance Certificate
- * SAM Registration



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/25/2022

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

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

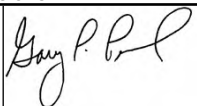
PRODUCER Pearl Insurance 1200 East Glen Avenue Peoria Heights, IL 61616	CONTACT NAME: ASCE Professional Liability Department PHONE (A/C, No, Ext): 800-322-2488 E-MAIL ADDRESS:	FAX (A/C, No): 866-817-9009
	INSURER(S) AFFORDING COVERAGE	
INSURED 5m Associates, LLC 205 W Broadway St Granger, TX 76530-5449	INSURER A: National Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Insurance Retro Date: 07/28/2021	NA	N	PEA2202006 - 01	07/28/2022	07/28/2023	\$1,000,000 Each Claim \$1,000,000 Aggregate \$5,000 Deductible

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

CERTIFICATE HOLDER Proof of Insurance	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 Pearl Insurance 

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5M ASSOCIATES LLC

Unique Entity ID KK43EAK5WNK7	CAGE / NCAGE 92PY0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Jun 24, 2023	
Physical Address 205 W Broadway ST Granger, Texas 76530 United States	Mailing Address P.O. Box 974 Granger, Texas 76530 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 31	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Jun 30, 2022	Submission Date Jun 24, 2022	Initial Registration Date Jun 25, 2021
--	--	--

Entity Dates

Entity Start Date Apr 24, 2021	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

Sole Proprietorship

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Organization Factors

Limited Liability Company**Socio-Economic Types****Self Certified Small Disadvantaged Business**

Check the registrant's Reqs & 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

92PY0**Electronic Funds Transfer**

Account Type

Checking

Routing Number

******9281**

Lock Box Number

(blank)

Financial Institution

GRANGER NATIONAL BANK

Account Number

******668****Automated Clearing House**

Phone (U.S.)

2547609085

Email

smurrah@5m-associates.com

Phone (non-U.S.)

(blank)

Fax

(blank)**Remittance Address****Scott Murrah****P.O. Box 974****Granger, Texas 76530****United States****Taxpayer Information**

EIN

******9172**

Type of Tax

Applicable Federal Tax

Taxpayer Name

5M Associates LLC

Tax Year (Most Recent Tax Year)

2021

Name/Title of Individual Executing Consent

President

TIN Consent Date

Jun 24, 2022

Address

P.O. Box 974**Granger, Texas 76530**

Signature

Scott Murrah**Points of Contact****Accounts Receivable POC**

✉

Scott Murrah, President**smurrah@5m-associates.com****2547609085**

Electronic Business

Scott Murrah, President
smurrah@5m-associates.com
2547609085

P.O. Box 974
Granger, Texas 76530
United States

Government Business

Scott Murrah, President
smurrah@5m-associates.com
2547609085

P.O. Box 974
Granger, Texas 76530
United States

Sole Proprietorship POC

Scott Murrah, President
smurrah@5m-associates.com
2547609085

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121) \$100,000.00	Number of Employees (in accordance with 13 CFR 121) 1
--	---

Location

Annual Receipts (in accordance with 13 CFR 121) \$100,000.00	Number of Employees (in accordance with 13 CFR 121) 1
--	---

Industry-Specific

Barrels Capacity (blank)	Megawatt Hours (blank)	Total Assets (blank)
------------------------------------	----------------------------------	--------------------------------

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.

RESOLUTION 1-5-2023-4

CODE OF CONDUCT

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

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

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

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

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

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

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

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

Passed and approved this ____ day of _____, 20__.

Linda Owens, Mayor



Alliance Electrical Group LLC

2629 Franklin Avenue Waco, Texas 76710
254-749-1655

December 27, 2022
Bruceville Eddy Water Supply
Attn. Gene Sprouse
Re: Friendly Oaks Plant

Budget price for the following scope of work:

- Replace the 100HP reduced voltage starter with a SCR soft starter
- Startup up and test controls

Labor and Materials \$5,000.00

Kevin J. Matus

Regulated by the Texas Department of Licensing and Regulation
PO Box 12157 Austin, Texas 78711 1-800-803-9202 512-463-6599
Website: www.license.state.tx.us/complaints

TECL#35751

Credit Cards accepted but there will be a 3% convenience fee applied to the final amount due including taxes

www.aegrouptx.com



JURGENSEN PUMP, LLC
 PO Box 710
 Valley Mills, TX 76689

Estimate

Date	Estimate #
12/30/2022	5857

Phone # 254-932-6251 Fax # 254-932-6770

REGULATED BY THE TEXAS
 DEPARTMENT OF LICENSING &
 REGULATIONS PO BOX 12157
 AUSTIN, TX 78711
 LICENSE #54576

Name / Address
City of Bruceville-Eddy 143 Wilcox Dr. Eddy, Texas 76524

WARRANTY: New well equipment is covered by
 Manufacturer's Warranties and these warranties are
 the responsibility of the Manufacturers.
 LABOR WARRANTY: Is 30-days from
 installation of new well equipment

Project
Friendly Oaks Well...

Description	Qty	Cost	Total
Friendly Oaks Well - 100HP HT 10" Casing: 0 - 1,528 FT 6" Liner at 1,528 FT 6" Rod Base Screen: 1,614 - 1797 FT Total Depth = 1,810 FT SWL = 589 FT PWL = 805 FT Pump Setting = 927 FT (5" 8R Pipe)			
Field Service for Crew with Rig to Pull and Evaluate Well Pump	1	3,000.00	3,000.00
HW 7BLC-9 Stage Submersible Pump - 350 GPM @ 850 FT TDH	1	9,090.00	9,090.00
8" 100HP 460V 3PH Franklin Motor, High Temp	1	32,120.00	32,120.00
(2) 5" X 42' Black Pipe T&C w/API Collars 8R per foot	84	36.00	3,024.00
5" DI Check Valve 8RD w/Break Off Plug	2	1,100.00	2,200.00
(2) 1/4" Toro Airline	1,900	0.30	570.00
Airline Gauge Kit	1	150.00	150.00
Misc: HTH, SS Bands & Buckles, Splice Material, etc	1	650.00	650.00
Field Service for Crew with Rig to Install / Start-Up Well Pump	1	4,000.00	4,000.00
Note: - Reuse 847 FT of 5" 8R Pipe - Reuse 4/0 Flat Cable			

Quote valid for 30 days!	Subtotal	\$54,804.00
	Sales Tax (0.00)	\$0.00
	Total	\$54,804.00

CITY OF BRUCEVILLE-EDDY

PLANT # Old Bethany Pump Station

PRESSURE SYSTEM

METERS ON PRESSURE SYSTEM _____

NOTES / DATES 10-6-22

SUPPLY

GROUND WATER	<u>400</u>	GPM	<u>Intake</u>	AT _____	TDH _____	HP _____	RPM _____
SURFACE WATER	_____	GPM		AT _____	TDH _____	HP _____	RPM _____
CONTRACT	_____	GPM					
TOTAL	_____	GPM					

GROUND STORAGE

TANK 1	<u>100,000</u>	GALLONS	_____
TANK 2	_____	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

PRESSURE TANKS

TANK 1	<u>10,000</u>	GALLONS	_____
TANK 2	_____	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

BOOSTER PUMPS

	<u>500</u>	GPM	AT <u>185</u>	TDH <u>40</u>	HP <u>3500</u>	RPM
	<u>500</u>	GPM	AT <u>185</u>	TDH <u>40</u>	HP <u>3500</u>	RPM
TOTAL	_____	GPM				

GRAVITY SYSTEM

METERS ON GRAVITY SYSTEM _____

ELEVATED STORAGE

STANDPIPE - TOTAL	_____	GALLONS	_____
ELEVATED	_____	GALLONS	_____
TOWER	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

TRANSFER PUMPS

	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
TOTAL	_____	GPM				

GENERAL PLANT OPERATION DATA

PRESSURE - SWITCH SETTING

MINIMUM	<u>65</u>	PSI
MAXIMUM	<u>80</u>	PSI

ELEVATED STORAGE - ELECTRODE SETTINGS

MINIMUM	_____	FEET
MAXIMUM	_____	FEET

CITY OF BRUCEVILLE-EDDY

PLANT # Tolbert Well

PRESSURE SYSTEM

METERS ON PRESSURE SYSTEM _____

NOTES / DATES 10-6-22

SUPPLY

GROUND WATER	<u>500</u>	GPM	AT _____	TDH _____	HP _____	RPM _____
SURFACE WATER	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
CONTRACT	_____	GPM	_____			
TOTAL	_____	GPM	_____			

GROUND STORAGE

TANK 1	<u>100,000</u>	GALLONS	_____
TANK 2	_____	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

PRESSURE TANKS

TANK 1	_____	GALLONS	_____
TANK 2	_____	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

BOOSTER PUMPS

	<u>300</u>	GPM	AT <u>200</u>	TDH <u>30</u>	HP <u>35/0</u>	RPM _____
	<u>300</u>	GPM	AT <u>200</u>	TDH <u>30</u>	HP <u>35/0</u>	RPM _____
TOTAL	_____	GPM	_____			

GRAVITY SYSTEM

METERS ON GRAVITY SYSTEM _____

ELEVATED STORAGE

STANDPIPE - TOTAL	_____	GALLONS	_____
ELEVATED	_____	GALLONS	_____
TOWER	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

TRANSFER PUMPS

	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
TOTAL	_____	GPM	_____			

GENERAL PLANT OPERATION DATA

PRESSURE - SWITCH SETTING

MINIMUM	_____	PSI
MAXIMUM	_____	PSI

ELEVATED STORAGE - ELECTRODE SETTINGS

MINIMUM	_____	FEET
MAXIMUM	_____	FEET

CITY OF BRUCEVILLE-EDDY

PLANT # Ford Plant

PRESSURE SYSTEM

METERS ON PRESSURE SYSTEM _____

NOTES / DATES 10-6-22

SUPPLY

GROUND WATER	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
SURFACE WATER	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
CONTRACT	_____	GPM	_____			
TOTAL	_____	GPM	_____			

GROUND STORAGE

TANK 1	_____	GALLONS	_____
TANK 2	_____	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

PRESSURE TANKS

TANK 1	_____	GALLONS	_____
TANK 2	_____	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

BOOSTER PUMPS

	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
TOTAL	_____	GPM	_____			

GRAVITY SYSTEM

METERS ON GRAVITY SYSTEM _____

ELEVATED STORAGE

STANDPIPE - TOTAL	<u>200,000</u>	GALLONS	_____
ELEVATED		GALLONS	_____
TOWER <u>Ground</u>	<u>100,000</u>	GALLONS	_____
TOTAL	<u>300,000</u>	GALLONS	_____

TRANSFER PUMPS

	<u>500</u>	GPM	AT <u>110</u>	TDH <u>30</u>	HP <u>1760</u>	RPM _____
	<u>500</u>	GPM	AT <u>110</u>	TDH <u>30</u>	HP <u>1760</u>	RPM _____
TOTAL	_____	GPM	_____			

GENERAL PLANT OPERATION DATA

PRESSURE - SWITCH SETTING

MINIMUM	_____	PSI
MAXIMUM	_____	PSI

ELEVATED STORAGE - ELECTRODE SETTINGS

MINIMUM	_____	FEET
MAXIMUM	_____	FEET

CITY OF BRUCEVILLE-EDDY

PLANT # Westridge

PRESSURE SYSTEM

METERS ON PRESSURE SYSTEM _____

NOTES / DATES 10-6-22

SUPPLY

GROUND WATER	<u>90</u>	GPM	AT _____	TDH _____	HP _____	RPM _____
SURFACE WATER	<u>690</u>	GPM	AT _____	TDH _____	HP _____	RPM _____
CONTRACT	_____	GPM	_____	_____	_____	_____
TOTAL	<u>780</u>	GPM	_____	_____	_____	_____

GROUND STORAGE

TANK 1	<u>500,000</u>	GALLONS	_____
TANK 2	_____	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	<u>500,000</u>	GALLONS	_____

PRESSURE TANKS

TANK 1	_____	GALLONS	_____
TANK 2	_____	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

BOOSTER PUMPS

_____	GPM	AT _____	TDH _____	HP _____	RPM _____
_____	GPM	AT _____	TDH _____	HP _____	RPM _____
TOTAL	_____	GPM	_____	_____	_____

GRAVITY SYSTEM

METERS ON GRAVITY SYSTEM _____

ELEVATED STORAGE

STANDPIPE - TOTAL	<u>200,000</u>	GALLONS	_____
ELEVATED	_____	GALLONS	_____
TOWER	_____	GALLONS	_____
TOTAL	<u>200,000</u>	GALLONS	_____

TRANSFER PUMPS

<u>600</u>	GPM	AT _____	TDH <u>30</u>	HP <u>1760</u>	RPM _____
<u>600</u>	GPM	AT _____	TDH <u>30</u>	HP <u>1760</u>	RPM _____
TOTAL	<u>1200</u>	GPM	_____	_____	_____

GENERAL PLANT OPERATION DATA

PRESSURE - SWITCH SETTING

MINIMUM	_____	PSI
MAXIMUM	_____	PSI

ELEVATED STORAGE - ELECTRODE SETTINGS

MINIMUM	_____	FEET
MAXIMUM	_____	FEET

CITY OF BRUCEVILLE-EDDY

PLANT # Friendly Oaks

PRESSURE SYSTEM

METERS ON PRESSURE SYSTEM _____

NOTES / DATES 10-6-22

SUPPLY

GROUND WATER	<u>440</u>	GPM	AT _____	TDH _____	HP _____	RPM _____
SURFACE WATER	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
CONTRACT	_____	GPM	_____			
TOTAL	_____	GPM	_____			

GROUND STORAGE

TANK 1	<u>50,000</u>	GALLONS	_____
TANK 2	<u>17,000</u>	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	<u>67,000</u>	GALLONS	_____

PRESSURE TANKS

TANK 1	<u>8000</u>	GALLONS	_____
TANK 2	<u>4000</u>	GALLONS	_____
TANK 3	_____	GALLONS	_____
TOTAL	<u>12000</u>	GALLONS	_____

BOOSTER PUMPS

	<u>330</u>	GPM	AT _____	TDH <u>40</u>	HP <u>3500</u>	RPM _____
TOTAL	<u>330</u>	GPM	AT _____	TDH <u>40</u>	HP <u>3500</u>	RPM _____

GRAVITY SYSTEM

METERS ON GRAVITY SYSTEM _____

ELEVATED STORAGE

STANDPIPE - TOTAL	_____	GALLONS	_____
ELEVATED	_____	GALLONS	_____
TOWER	_____	GALLONS	_____
TOTAL	_____	GALLONS	_____

TRANSFER PUMPS

	_____	GPM	AT _____	TDH _____	HP _____	RPM _____
TOTAL	_____	GPM	AT _____	TDH _____	HP _____	RPM _____

GENERAL PLANT OPERATION DATA

PRESSURE - SWITCH SETTING

MINIMUM	<u>50</u>	PSI
MAXIMUM	<u>82</u>	PSI

ELEVATED STORAGE - ELECTRODE SETTINGS

MINIMUM	_____	FEET
MAXIMUM	_____	FEET

	Friendly Oaks Well		Tolbert Well		Westridge Well		Bluebonnet WSC		Eddy Well-Plugged
	2021/2022	2020/2021	2021/2022	2020/2021	2021/2022	2020/2021	2021/2022	2020/2021	
October	7,219,000	3,306,000	7,412,000	2,347,000	1,304,000	2,884,000	9,322,000	16,407,000	
November	5,890,000	626,800	6,670,000	7,343,000	2,003,000	1,844,000	7,246,000	8,683,000	
December	5,342,000	542,400	5,765,000	6,818,000	592,000	1,584,000	6,090,000	7,655,000	
January	6,247,000	5,690,000	7,177,000	7,303,000	1,168,000	1,358,000	6,984,000	8,444,000	
February	5,969,000	5,762,000	7,030,000	9,522,000	2,996,000	2,281,000	6,717,000	9,961,000	
March	6,866,000	5,075,000	6,631,000	6,149,000	3,011,000	1,534,000	5,362,000	6,212,000	
April	6,811,000	6,624,000	7,486,000	6,919,000	1,789,000	2,677,000	5,566,000	7,007,000	
May	6,605,000	5,420,000	6,079,000	4,641,000	1,841,000	824,000	7,445,000	6,418,000	
June	9,695,000	7,505,000	2,170,000	6,445,000	3,945,000	2,116,000	16,611,000	8,945,000	
July	9,091,000	7,182,000	8,536,000	6,629,000	1,555,000	841,000	9,562,000	7,910,000	
August	10,033,000	7,407,000	11,000,000	6,825,000	2,066,000	2,620,000	10,375,000	7,208,000	
September	7,785,000	8,070,000	9,181,000	7,478,000	566,000	1,976,000	9,727,000	8,119,000	
Yearly Total:	87,553,000	63,150,200	85,137,000	78,419,000	22,836,000	22,539,000	102,007,000	102,972,000	
Total 2 yrs	150,703,200		163,556,000		45,375,000		204,979,000		

Original Quote: 12/13/2022

Pam Combs

From: Gene Sprouse
Sent: Friday, December 30, 2022 1:57 PM
To: Pam Combs
Subject: Fw: Royal Service Body
Attachments: IMG_5843.jpg; IMG_5842.jpg; Royal Cab And Chassis Sticker.pdf

From: Marshall Benavides <mbenavides@MacHaikFL.com>
Sent: Tuesday, December 13, 2022 5:24 PM
To: Gene Sprouse <gsprouse@bruceville-eddy.us>
Subject: Royal Service Body

You don't often get email from mbenavides@machaikfl.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

Hello Gene,

Here is the Royal Service body I have on my lot!

If you can send me your GPC # Or your FIN CODE I can add the incentives you qualify for in the breakdown.

2022 Ford Super Duty F-250	6.2L V8 Regular Cab	Royal Service Body W/ Ladder Rack	
Price Breakdown	45,005.00	Accessories	
Accessories	12,330.00	Royal Service Body W/ Ladder Rack	12,330.00
Truck Price	57,335.00		0.00
			0.00
	0.00		0.00
	0.00		0.00
	0.00		0.00
	0.00		0.00
Rebate Total	0.00		0.00
Sales Price	57,335.00		0.00
Trade In Value	0.00		0.00
Trade Difference	57,335.00		0.00
Sales Tax	0.00		0.00
Vehicle Inventory	110.10		0.00
Doc Fee	150.00		0.00
Title Fee	0.00		0.00

Inspection	7.00	Accessories Total	12,330.00
License	0.00		
DEPUTY FEE	10.00		
		1FDBF2A67NEF91200	
Amount to Financed	57,612.10	Bruceville-Eddy	12/13/2022

Thank you,

Marshall Benavides

Commercial Account Manager

Mac Haik Ford Lincoln

7201 S IH 35

Georgetown, TX 78626

mbevavides@machaikfl.com

512-483-1728 Cell



Georgetown, TX
www.machaikfl.com
 512-930-3673

Hutto, TX
www.machaikhutto.com
 512-642-3355

KTP-000536 TX

52F 146 6B 2 X 1

LABL ADJ COV PRCS B10 RAMP BUMP

1FDBF2A67NEF91200

SUPER

MA11

009180

1FDBF2A67

NEF91200

BU09



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VEHICLE DESCRIPTION

2022 F250 SRW 4X2 REG CAB
XL 142" WB STYLESIDE
6.2L EFI V8 ENGINE
6-SPEED AUTOMATIC TRAMS G

SUPER DUTY

EXTERIOR
CANTON WHITE
INTERIOR EARTH GRAY VINYL

NE F91200

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- BOX RAIL/TAILGATE MOLDINGS
 - DOOR HANDLES - BLACK
 - HEADLAMPS - AUTOLAMP (ON/OFF)
 - LOCKING REMOVABLE TAILGATE
 - PICKUP BOX, TIE DOWN HOOKS
 - NA W/BOX DLT
 - SPARE TIRE AND WHEEL LOCK
 - NA W/BOX DLT
 - TOW HOOKS
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- AIR COND. MANUAL FRONT
 - DRIVER SEAT-MANUAL LUMBAR
 - OUTSIDE TEMP DISPLAY
 - PARTICULATE AIR FILTER
 - STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
 - VINYL SUN VISORS

- FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
 - FORDPASS™ CONNECT
 - HILL START ASSIST
 - JEWEL EFFECT HEADLAMPS
 - MYKEY®
 - REAR VIEW CAMERA
 - NA W/BOX DLT
 - TWIN I-BEAM INDEPENDENT FRT SUSPENSION W/STAB BAR

- SAFETY/SECURITY**
- ADVANCETRAC™ WITH ESC®
 - AIRBAGS - SAFETY CANOPY®
 - BELT-MINDER CHIME
 - DRIVER/PASSENGER AIR BAGS
 - SECURLOCK® ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS™
- WARRANTY**
- 3YR/36,000 BUMPER / BUMPER
 - 5YR/100,000 DIESEL ENGINE
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

- OPTIONAL EQUIPMENT/OTHER PREFERRED EQUIPMENT PKG 500A**
- 6-SPEED AUTOMATIC TRAMS G
 - 3.73 RATIO REGULAR AXLE
 - POWER EQUIPMENT GROUP
 - PICKUP BOX DELETE
 - FRONT LICENSE PLATE BRACKET
 - STX APPEARANCE PACKAGE
 - LTZ75/65R18 BSW ALL SEASON CRUISE CONTROL
 - BRIGHT GRILLE
 - SILVER CAST ALUM WHEELS-18" 4G LTE W/H HOTSPOT REMOVAL
 - 1000W GVWR PACKAGE
 - 50 STATE EMISSIONS
 - SPARE TIRE AND WHEEL
 - TRAILER BRAKE CONTROLLER
 - TIE DOWNS
 - TAIL CHANG TT WITH FRONT/D SIG

(MSRP)	NO CHARGE	NO CHARGE	NO CHARGE	20.00
	1,000.00	925.00	NO CHARGE	NO CHARGE
	2,010.00			
			125.00	
			165.00	
			415.00	

PRICE INFORMATION	(MSRP)
BASE PRICE	\$39,445.00
TOTAL OPTIONS/OTHER	3,785.00
TOTAL VEHICLE & OPTIONS/OTHER DESTINATION & DELIVERY	43,230.00

RAIL ONE	RAIL TWO	RAIL
RK34		
		52-9467 O/T 59
<p>Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.</p> <p>SPECIAL ORDER</p> <p>RS38 R 8B 2X 275 000536 10 27 22</p>		

12/13/2022

Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fuelconomy.gov

Calculate personalized estimates and compare vehicles



The FordPass™ Connect modem is active and sending vehicle data (e.g., diagnostics) to Ford.** See In-Vehicle settings for connectivity options.

*Based on 1977-2021 CY total sales.

**FordPass Connect (optional on select vehicles), the FordPass app and complementary Connected Services are required for remote features. Some features may require a cellular connection and features depend on compatible ATX™ network availability. Evolving technology/cellular network coverage may limit functionality. Connected service excludes Wi-Fi hotspot.

FORD PROTECT™

Insist on Ford Protect. The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwn.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.



Revised Quote: 12/30/2022

Pam Combs

From: Gene Sprouse
Sent: Friday, December 30, 2022 1:52 PM
To: Pam Combs
Subject: Fw: Service body
Attachments: windowsticker (22).pdf

From: Vanessa Bliss <VBliss@MacHaikFL.com>
Sent: Friday, December 30, 2022 12:55 PM
To: Gene Sprouse <gsprouse@bruceville-eddy.us>
Subject: Service body

You don't often get email from vbliss@machaikfl.com. [Learn why this is important](#)

CAUTION: This email originated from outside of the organization! Do not click links, open attachments or reply, unless you recognize the sender's email address and know the content is safe!

22 F250 Reg Cab			
Price Breakdown	45005.00	Accessories	
Accessories	10895.00	ROYAL SERVICE BODY	9150.00
Truck Price	55900.00	Over Cab Ladder Rack	1745.00
Government Pricing Concession	6600.00		
			0.00
			0.00
			0.00
		-	0.00
		-	0.00
Rebate Total	6600.00		0.00
Sales Price	49300.00		0.00
Trade In Value	0.00	-	0.00
Trade Difference	49300.00	-	0.00
Sales Tax	0.00	-	0.00
Vehicle Inventory	90.71		0.00
Doc Fee	150.00		0.00
Title Fee	33.00		0.00
Inspection	7.00	Accessories Total	10895.00
License	271.50	1FDBF2A67NEF91200	

Deputy Fee	10.00	
Diesel Tax	0.00	
Payoff	0.00	
Amount to Financed	49862.21	

Thank you,
Vanessa Bliss
Fleet Sales Manager



7201 S IH 35 • Georgetown, Texas 78626

P: (951)567-6679 E: vbliss@machaikfl.com

KTP-000536 TX

52F 146 6B

LABL ADJ

2 COV

X PRCS

B10

RAVP

BUWP

1FD0F2A67NE91200

SUPER

MA11

009180



1FD0F2A67

NEF91200 NB

BU09



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VEHICLE DESCRIPTION

SUPER DUTY
2022 F250, SRW, 4X2, REG CAB
XL 4.5L V8 ENGINE
6.2L EFI V8 ENGINE
6-SPEED AUTOMATIC TRANS G

EXTERIOR: OXFORD WHITE
INTERIOR: MEDIUM EARTH GRAY VINYL

NE F91200

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

- EXTERIOR**
- BOX RAIL/TAILGATE MOLDINGS
 - DOOR HANDLES - BLACK
 - HEADLAMPS - AUTOLAMP (ON/OFF)
 - LOCKING REMOVABLE TAILGATE
 - PICKUP BOX, TIE DOWN HOOKS
 - N/A W/BOX DLT
 - SPARE TIRE AND WHEEL LOCK
 - N/A W/BOX DLT
 - TOW HOOKS
 - TRAILER SWAY CONTROL
 - WIPERS - INTERMITTENT

- INTERIOR**
- AIR COND, MANUAL FRONT
 - DRIVER SEAT-MANUAL, LUMBAR
 - OUTSIDE TEMP DISPLAY
 - PARTICULATE AIR FILTER
 - STEERING - TILT/TELESCOPIC WHEEL WITH AUDIO
 - VINYL SUN VISORS

- FUNCTIONAL**
- 4-WHEEL ANTILOCK BRAKE SYS
 - FORDPASS™ CONNECT
 - HILL START ASSIST
 - JEWEL EFFECT HEADLAMPS
 - MYKEY®
 - REAR VIEW CAMERA
 - N/A W/BOX DLT
 - TWIN-SPAN™ INDEPENDENT FRT SUSPENSION W/STAB BAR

- SAFETY/SECURITY**
- ADVANCETRAC™ WITH ESC®
 - AIRBAGS - SAFETY CANOPY®
 - BELT-MINDER CHIME
 - DRIVER/PASSENGER AIR BAGS
 - SECURELOCK® ANTI-THEFT SYS
 - SOS POST-CRASH ALERT SYS™
- WARRANTY**
- 3YR/60,000 BUMPER-TO-BUMPER
 - 5YR/100,000 DIESEL ENGINE
 - 5YR/60,000 POWERTRAIN
 - 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE

(MSRP)

- OPTIONAL EQUIPMENT/OTHER**
- PREFERRED EQUIPMENT PKG. \$9,400
 - 6-SPEED AUTOMATIC TRANS G
 - 3.73 RATIO REGULAR AXLE
 - POWER EQUIPMENT GROUP
 - PICKUP BOX DELETE
 - FRONT LICENSE PLATE BRACKET
 - STX APPEARANCE PACKAGE
 - LTZ APPEARANCE BSW ALL SEASONS
 - L1, L2, L3, L4, L5, L6, L7, L8, L9, L10, L11, L12, L13, L14, L15, L16, L17, L18, L19, L20, L21, L22, L23, L24, L25, L26, L27, L28, L29, L30, L31, L32, L33, L34, L35, L36, L37, L38, L39, L40, L41, L42, L43, L44, L45, L46, L47, L48, L49, L50, L51, L52, L53, L54, L55, L56, L57, L58, L59, L60, L61, L62, L63, L64, L65, L66, L67, L68, L69, L70, L71, L72, L73, L74, L75, L76, L77, L78, L79, L80, L81, L82, L83, L84, L85, L86, L87, L88, L89, L90, L91, L92, L93, L94, L95, L96, L97, L98, L99, L100
 - BRUSH GRILLE
 - SILVER CAST ALUM WHEELS-18"
 - 4G, LTE WI-FI, HOTSPOT REMOVAL
 - 10000# GVWR PACKAGE
 - 50 STATE EMISSIONS
 - SPARE TIRE AND WHEEL
 - TRAILER BRAKE CONTROLLER
 - TELESCOPING TT MIRR-PWRV/HTD SIG
 - JACK
 - REAR STAB BAR W/ AUX SPRINGS
 - UP/PTTR SWITCHES
 - 200AMP(16.2L)/2400CMP(6.7L) ALTR
 - REAR VIEW CAMERA & PREP KIT

- NO CHARGE
- 1,100.00
- NO CHARGE
- 2,010.00
- 20.00
- NO CHARGE
- 295.00
- 300.00
- 125.00
- 165.00
- NO CHARGE
- 415.00

PRICE INFORMATION

BASE PRICE \$39,445.00

TOTAL OPTIONS/OTHER 3,765.00

TOTAL VEHICLE & OPTIONS/OTHER 43,210.00

DESTINATION & DELIVERY 1,795.00

(MSRP)

TOTAL MSRP \$45,005.00

RAVP OVE	RAVP 1V0	TRAILER	52-9467 OT 59
RK34	RAIL		

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SPECIAL ORDER

RS38 R 6B 2X 275 000536 10 27 22

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*Based on 1977-2021 CY total sales.

**FordPass Connect (optional on select vehicles), the FordPass app and companion key. Connected services are available on compatible ATX and features depend on compatible ATX network/vehicle availability may limit functionality and prevent operation of connected features. Connected service excludes Wi-Fi hotspot.

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, oil, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

1FD0F2A67NEF91200





2022 Ford F-250 Regular Cab SRW 4x2, Royal Truck Body Service Truck

\$45,005

(512) 688-8464



Photo shown is a stock image and not an image of this exact vehicle. Contact us for more information.

Pricing Details

Price	\$45,005
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Contact Mac Haik Ford Georgetown for more info.
(512) 688-8464



See Dealership's Other Listings

Vehicle available NOW in Georgetown, TX

Hide Chassis Details



Stock Number	222750
Stock Type	New
Year	2022
Make	Ford
Model	F-250
Class	2
Drive Train	4x2
Wheelbase	142
Cab Type	Regular
Vehicle Trim	XL
Vehicle VIN	1FDBF2A67NEF91200
Exterior Color Description	OXFORD WHITE
Engine Cylinder Count	8
Engine	6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL (STD)
Transmission Type	Automatic
Rear Wheels	Single
Fuel Type	Gasoline
Engine Make	Ford
Engine Size (L)	6.2

Horsepower	385
Brake Type	Hydraulic
Cab Style	Conventional

Hide Vehicle Options



- o A1 90L 66D 17S 19Z 512 52B 63R 66S 872 ZZ1 ZZ2
 - o ENGINE: 6.2L 2-VALVE SOHC EFI NA V8 FLEX-FUEL (STD)
 - o SPARE TIRE WHEEL CARRIER & JACK
 - o STX APPEARANCE PACKAGE -inc: STX fender vent badge Bright Chrome Hub Covers & Center Ornaments Chrome Front Bumper Chrome Rear Step Bumper Steering Wheel-Mounted Cruise Control Tires: LT275/65Rx18E BSW A/S Spare may not be the same as road tire Wheels: 18 Sparkle Silver Painted Cast Aluminum bright hub covers/center ornaments Bright Chrome Grille
- [View All](#)



Photo shown is a stock image and not an image of this exact vehicle. Contact us for more information.

 [Royal Service Body](#)

Hide Body Details



Manufacturer



Body Type	Service Truck
Body Line	Service Truck
Body Model	40-VO-98
Body Material	Steel
Body Height	40"
Body Width	79"
Body Length	8'
Body Inside Width	49"
Body Color	White
Bumper Type	Recessed
Bumper Depth	8"
Cargo Control Description	(4) Tie Downs in Bed Area
Compartment Type	Top Opening
Compartment Description	Aluminum, Vertical Open Top Compartments with Removable Storage Bins
Compartment Depth	15"
Floor Description	Diamond Plate
Floor Gauge	12
Lighting Type	LED
Lighting Description	Legal Light Package
Lighting Location	Exterior
Lock System Description	Royal's Fortress Security Hardware Utilizing the One-Key Solution Automotive Lock Package from Bolt Technologies
Tailgate Description	Self-Leveling Tailgate with Shear Resistant Machined Hinges and Protective Steel Cap
Tailgate Height	13.5"
Camera Description	Factory Backup Camera

Trailer Plug Type	7 Blade / 4 Pin
Ladder Rack Description	Regular Tapered Over Cab Rack with Swingaway Rear X-Bar
Ladder Rack Style	Tapered Over Cab Rack

Service Truck Features

- Body Construction of A-60 Galvanealed Steel Locks Out Rust and Corrosion
- Single Doors on Front Compartment for Enhanced Resistance to Water and Dust
- Weather Stripping for Dust and Water Resistant Compartment Interiors
- Rain Gutters Above all Doors
- Gas Springs on all Vertical Doors and Chain Stops on Horizontal Doors
- All Compartment Doors are Double Paneled
- Trademarked Recessed Stainless Steel Door Pockets with Internal Fasteners
- Top Lids Have (2) Gas Shocks and (2) Rotary Latches Each Mounted on Lid Ends
- Bright Tread Aluminum Diamond Plate Overlays on Top Lids
- Bright Tread Aluminum Front Gravel Guards and Splash Guards
- Lock-in-place Shelving, Adjustable on 2" Centers
- 13.5" High Self-leveling Tailgate with Shear Resistant Machined Hinges and Protective Stainless Steel Cap
- 12 Gauge Diamond Plate Floor on 10 Gauge Crossmembers
- Composite Fender Flares
- Zinc-plated Hinge Rods with Hinge Blocks
- Lighting Package Installed on Bumper Kick-plate
- 8" Rear Step Bumper
- Removable Trays
- Tie Downs in Bed Area
- Fortress 5-Point Locking System with Zinc Plated Lock Rods
- 1900 Emulsion Undercoating
- 3-year/36,000 Mile Limited Warranty



**ROYAL
TRUCK BODY**

Pricing Details

Price	\$45,005
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Contact Mac Haik Ford Georgetown for more info.



See Dealership's Other Listings

Vehicle available NOW in Georgetown, TX

Disclaimer:

All prices are plus TT&L. We strive to ensure all pricing and information contained in this website is accurate. Dealer reserves the right to refuse any sale due to pricing errors and will not be held responsible for any errors resulting from typos, inaccurate detail information or technical mistakes. We reserve the right to correct any pricing errors at any time.

**** Vehicle information is provided by the seller or its agent; Comvoy.com is not responsible for the accuracy of said information. Please verify before purchasing.*

CITY OF BRUCEVILLE-EDDY, TEXAS

ORDINANCE NO. 1-5-2023-2

AN ORDINANCE OF THE CITY OF BRUCEVILLE-EDDY, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, CHAPTER 8: “OFFENSES AND NUISANCES,” BY ADDING A NEW ARTICLE 8.05, “REGULATION OF SEX OFFENDER RESIDENCY,” THEREBY ESTABLISHING CHILD SAFETY ZONES WITHIN THE CITY’S CORPORATE LIMITS, MAKING IT UNLAWFUL FOR PERSONS REQUIRED TO REGISTER ON THE TEXAS DEPARTMENT OF PUBLIC SAFETY’S SEX OFFENDER DATABASE TO RESIDE WITHIN 1,000 FEET OF PROPERTY WHERE CHILDREN ASSEMBLE OR GATHER, AND PROHIBITING RENTING OR LEASING RESIDENTIAL HOUSING TO PREDATORY SEX OFFENDERS; PROVIDING DEFINITIONS, EXCEPTIONS, AFFIRMATIVE DEFENSES, AND EXEMPTIONS TO RESIDENCY VIOLATIONS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR A PENALTY NOT TO EXCEED \$500 AND THAT EACH DAY DURING OR ON WHICH A VIOLATION OCCURS SHALL BE DEEMED A SEPARATE OFFENSE; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bruceville-Eddy (“City”), located in McLennan and Falls Counties, Texas, is a Type-A, general law municipality authorized under Texas state law to legislate in the best interests of its residents; and

WHEREAS, Section 51.001 of the Texas Local Government Code provides, in part, that the City “may adopt . . . an ordinance, rule or police regulation that is for the good government, peace, or order of the municipality . . . and is necessary or proper for carrying out a power granted by law to the municipality”; and

WHEREAS, Section 51.012 of the Texas Local Government Code provides, in part, that a municipality may adopt an ordinance “that is necessary for the government, interest, welfare, or good order of the municipality as a body politic”; and

WHEREAS, the City Council of the City of Bruceville-Eddy, Texas (“City Council”), finds and has determined that convicted sex offenders who are required to register on the Texas Department of Public Safety’s sex offender database pose a legitimate, significant, and serious threat to the health, safety, and welfare of the public generally, and to the safety of children who gather in areas where such offenders reside; and

WHEREAS, the City Council desires to establish residency restrictions for sex offenders and to create areas around locations where children regularly congregate in concentrated numbers

and where certain registered sex offenders and sexual predators are prohibited from loitering or establishing temporary or permanent residency; and

WHEREAS, the laws of the State of Texas address the threat that convicted sex offenders pose to children by providing safety zones for children from those who have previously committed crimes against children; and

WHEREAS, the City Council, pursuant to its authority granted to it by Texas Local Government Code, Section 341.906, may adopt an ordinance that restricts a registered sex offender from going in, on, or within a specified distance of a child safety zone in the city; and

WHEREAS, the City Council intends to establish criminal liability for violators of the prohibitions contained therein and to assess fines as punishment for convictions of offenses thereunder; and

WHEREAS, the City deems it necessary to adopt such rules for the safeguarding of public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, THAT:

SECTION 1. All of the above premises are found to be true and correct legislative determinations of the City Council and they are hereby incorporated into the body of this Ordinance as if copied and set forth herein in their entirety.

SECTION 2. The Code of Ordinances of the City of Bruceville-Eddy, Texas, Chapter 8: "Offenses and Nuisances," is hereby amended by adding a new Article 8.05, "Regulation of Sex Offender Residency," which shall read in its entirety from the date of passage as follows:

"ARTICLE 8.05 REGULATION OF SEX OFFENDER RESIDENCY

Sec. 8.05.001 Definitions

The following words, terms, and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Child. A person younger than 17 years of age, in accordance with Section 22.011(c)(1) of the Texas Penal Code.

Child safety zone. A premises where children commonly gather, including, without limitation, a playground, school, day-care facility, video arcade facility, public or private youth center, or public swimming pool, as those terms are defined in section 481.134 of the Texas Health and Safety Code, or other facility that regularly holds events primarily for children, and having the same exclusions as provided by Section 341.906 of the Texas Local Government Code.

Database. The Texas Department of Public Safety Sex Offender database.

Permanent residence. A place where the person abides, lodges, or resides for fourteen (14) or more consecutive days.

Premises. Real property and all buildings and appurtenances pertaining to real property.

Sex offender. A person who is required to register on the Texas Department of Public Safety's sex offender database because of a violation involving a victim who was less than sixteen (16) years of age. It shall be *prima facie* evidence that this Ordinance applies to a sex offender if the person's record as it appears on the Texas Department of Public Safety's sex offender database indicates that the victim was less than sixteen (16) years of age.

Temporary residence. A place where the person abides, lodges, or resides for fewer than fourteen (14) days or fourteen (14) or more days in the aggregate during any calendar year and which is not the person's permanent residence, or a place where the person routinely abides, resides, or lodges for a period of four (4) or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence."

8.05.002: Offenses; exceptions; evidentiary matters; affirmative defenses; exemptions

- (a) It is unlawful for a sex offender to establish a permanent residence or temporary residence within 1,000 feet of any child safety zone in the City of Bruceville-Eddy.
- (b) It is unlawful for a sex offender to go in or on any property within 1,000 feet of a child safety zone in the City of Bruceville-Eddy.
- (c) Nothing in this Ordinance shall be interpreted to modify or reduce the state's child safety ban. A sex offender residing within 1,000 feet of a child safety zone does not commit a violation of this section if:
 - (1) The person established the permanent or temporary residence and has complied with all the sex offender registration laws of the state, prior to the date of the adoption of this section;
 - (2) The person was a minor when he/she committed the offense and was not convicted as an adult;
 - (3) The person is a minor;
 - (4) The child safety zone within one 1,000 feet of the person's permanent or temporary residence became a child safety zone after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state;
 - (5) The person proves that the information on the database is incorrect and that, if corrected, this section would not apply to the person;

- (6) The person has been exempted by a court order from registration as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or
 - (7) The person has had the offense for which the sex offender registration was required reversed on appeal or pardoned.
 - (8) The person's duty to register on/in the database has expired.
- (d) For purposes of determining the minimum distance separation, the requirement shall be measured by following a straight line from the property lot line of the permanent or temporary residence to the nearest property lot line of the child safety zone, as defined herein.
- (e) Other than the intent to establish a residence, no culpable mental state is required to be proven by the prosecution as an element of this offense.
- (f) It shall be *prima facie* evidence that this Ordinance applies to a person if that person's information appears on the database.
- (g) A map depicting the prohibited areas shall be maintained by the City and shall be reviewed and updated annually for changes. The map shall be available to the public for inspection at the Bruceville-Eddy Police Department and shall be made available to the public on the City's official web site.
- (h) It shall be an affirmative defense to prosecution under this Ordinance if the person was in, on, or within 1,000 feet of a child safety zone for a legitimate purpose. A legitimate purpose includes:
- (1) Transportation of a child that the registered sex offender is legally permitted to be with;
 - (2) Transportation to and from the registered sex offender's work; and
 - (3) Other work-related purposes.
- (i) It shall be an affirmative defense to prosecution under this Ordinance if:
- (1) The property owner or renter/assignor provides dated, written evidence of his/her due diligence performed before renting/assigning or sub-leasing the property, and that s/he conducted a check with the Texas Department of Public Safety and the Texas Department of Public Safety Sexual Offender Database on the tenant/sublessee/ assignee's criminal history before entering into the lease/sublease/assignment; and
 - (2) The evidence provided by the violator demonstrates that the sexual offender was not listed in the Texas Department of Public Safety Sexual Offender Database at the time the property owner/renter/assignee conducted the criminal history check and reviewed the database.

Sec. 8.05.003 Prohibitions against renting or leasing property to a registered sex offender; penalty

(a) It shall be unlawful for the owner, lessee, or occupant (collectively, the “lessor”) of any place, residence, structure, or dwelling to rent or lease the same, or any part thereof, to a sex offender, with the knowledge that it will be used as a temporary or permanent residence of such person, if such place, residence, structure, dwelling, or other conveyance is located within 1,000 feet of an existing child safety zone.

(b) The lessor, as above described, of any place, residence, structure, dwelling, or other conveyance shall be deemed to have knowledge that another person is a sex offender if such person’s information appears on the database.

Sec. 8.08.004 Exemptions

(a) A sex offender who established residency in a residence located within 1,000 feet of a child safety zone before the adoption of this Ordinance is exempt from this Ordinance. This exemption applies only to:

- (1) Areas necessary for the sex offender to have access to and to live in the residence; and
- (2) The period the sex offender maintains residency in the residence.

(b) A sex offender may apply for an exemption from this Ordinance by submitting to the City Secretary an application for exemption, in the form supplied by the City, accompanied by an affidavit that shows the sex offender established residency in a residence located within 1,000 feet of a child safety zone before the date this Ordinance is adopted.

(c) The Chief of Police shall determine whether an application for exemption may be granted. The Chief of Police may grant an exemption only if:

- (1) Such exemption is not contrary to the public interest or to the public health, safety, or welfare;
- (2) Such exemption shall not increase duties for the City staff;
- (3) The exemption fits within the spirit of this Ordinance; and
- (4) The application of the requirements of this Ordinance in the circumstances would create an unnecessary or undue hardship.

(d) The Chief of Police shall send to the applicant written notice of the decision to grant or deny an exemption and, if applicable, a statement of the right to an appeal to the City Council.

(e) Any person who is denied an exemption under this section may appeal the decision of the Chief of Police by filing with the City Secretary a written request for a hearing before the City Council. The request for an appeal must be submitted within ten (10) days after the notice of the Chief of Police is sent.

(f) City Council decisions relating to application requests are within the sole discretion of the Council, and the Council's decision as to any such request is final and non-appealable.

Sec. 8.05.005 Penalties

(a) Any person, firm, corporation, or other entity that violates any provision of this Ordinance shall be deemed guilty of a Class C misdemeanor and, upon conviction, shall be subject to a fine not to exceed Five Hundred Dollars (\$500.00) for each offense, and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

(b) The City shall have the power to administer and enforce the provisions of this Ordinance as may be required by governing law. If the City Council determines that a violation of this Ordinance creates a threat to the public safety, the City is authorized to bring suit in district court to enjoin the person, firm, corporation, or other entity from engaging in the prohibited activity. The City is not required to give bond as a condition to the issuance of injunctive relief.”

SECTION 3. It is the intent of the City Council that each clause, phrase, sentence, paragraph, section, or subsection of this Ordinance be deemed severable, and should such clause, phrase, sentence, paragraph, section, or subsection be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration of invalidity or unconstitutionality shall not be construed to affect or impair the validity of those provisions of this Ordinance left standing, or the validity of any other ordinance of the City of Bruceville-Eddy.

SECTION 4. The City of Bruceville-Eddy Code of ordinances shall remain in full force and effect save and except as amended herein.

SECTION 5. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Bruceville-Eddy, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 6. Any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall be guilty of a misdemeanor and, upon conviction, shall be fined sum not to exceed Five Hundred Dollars (\$500.00) for each offense, and each and every violation or day such violation continues or exists shall be deemed a separate offense.

SECTION 7. The caption of this Ordinance shall be published two (2) times in a newspaper having general circulation in the City of Bruceville-Eddy, and this Ordinance shall take effect and shall be in full force from and after the date of its final passage and publication as provided by law.

SECTION 8. The City Secretary is hereby directed to engross and enroll this Ordinance by copying the exact Caption and Effective Date clause in the minute of the City Council and by filing this Ordinance in the Ordinance records of the City.

SECTION 9. This Ordinance shall take effect immediately upon its adoption and publication in accordance with and as provided by law.

PASSED, APPROVED and ADOPTED by the City Council of the City of Bruceville-Eddy, Texas, on this the 5th day of January, 2023.

LINDA OWENS, Mayor

ATTEST:

PAM COMBS, City Secretary

APPROVED AS TO FORM:

BRADFORD E. BULLOCK, City Attorney

CERTIFICATE FOR ORDINANCE

STATE OF TEXAS §

CITY OF BRUCEVILLE-EDDY §

We, the undersigned officers of the City Council of the City of Bruceville-Eddy, Texas, hereby certify as follows:

1. That the City Council of the City of Bruceville-Eddy, Texas (the "City"), convened in regular session on the 5th day of January, 2023, at the regular meeting place thereof, within the City, and the roll was called of the duly constituted officers and members of the City Council, to wit:

Linda Owens	Mayor
Connally Bass	Mayor Pro Tem
Cecil Griffin	Council Member
Ricky Wiggins	Council Member
Richard Prater	Council Member
Graham McGruer	Council Member

and all of said persons were present, except the following absentee(s): _____ thus constituting a quorum.

Whereupon, among other business, the following was transacted at said meeting: a written

**ORDINANCE AUTHORIZING PUBLICATION OF NOTICE
OF INTENTION TO ISSUE CITY OF BRUCEVILLE-EDDY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2023**

was duly introduced for the consideration of the City Council. It was then duly moved and seconded that said Ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of the City Council, prevailed and carried by the following vote:

AYES: _____

NOES: _____

2. A true, full and correct copy of the aforesaid Ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that the Ordinance has been duly recorded in the official minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from the official minutes of said meeting pertaining to the adoption of the Ordinance; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of the City Council as indicated therein; that each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that the Ordinance would be introduced and considered for adoption at said meeting; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551 of the *Texas Government Code*, as amended.

SIGNED as of the 5th day of January, 2023

Pam Combs
City Secretary
City of Bruceville-Eddy, Texas

Linda Owens
Mayor
City of Bruceville-Eddy, Texas

(SEAL)

ORDINANCE 1-5-2023-1 AUTHORIZING PUBLICATION OF NOTICE
OF INTENTION TO ISSUE CITY OF BRUCEVILLE-EDDY, TEXAS
CERTIFICATES OF OBLIGATION, SERIES 2023

STATE OF TEXAS §

CITY OF BRUCEVILLE-EDDY §

WHEREAS, the City Council of the City of Bruceville-Eddy, Texas (the "City"), deems it advisable to issue Certificates of Obligation of the City in accordance with the notice hereinafter set forth; therefore

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRUCEVILLE-EDDY, TEXAS:

Section 1. The facts and recitations contained in the preamble of this Ordinance are hereby found and declared to be true and correct.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form set forth on Exhibit "A" (which is expressly made a part hereof), a Notice of Intention to Issue Certificates of Obligation.

Section 3. The notice set forth in Section 2 above shall be published in English once a week for two (2) consecutive weeks in a newspaper which is of general circulation in the City, the date of the first publication to be not less than forty five (45) days prior to the date set in said notice for the passage of the Ordinance authorizing the issuance of such Certificates of Obligation.

Such notice shall also be posted continuously on the City website for at least 45 days (and continuously) until March 23rd, 2023.

Section 4. The Mayor, City Secretary, and other officers of the City Council are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this Ordinance.

Section 5. This Ordinance shall take effect immediately upon its passage.

Section 6. That it is hereby officially found and determined that the meeting at which this Ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required.

PASSED AND APPROVED this 5th day of January, 2023.

Linda Owens
Mayor
City of Bruceville-Eddy, Texas

ATTEST:

Pam Combs
City Secretary
City of Bruceville-Eddy, Texas

Exhibit "A"

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Bruceville-Eddy, Texas (the "City"), will meet in the Bruceville-Eddy City Hall, 144 Wilcox Drive, Eddy, TX 76524 at 6:00 p.m. on the 23rd day of March, 2023, to adopt an Ordinance and take such other action as may be deemed necessary to authorize the issuance of the City of Bruceville-Eddy, Texas Certificates of Obligation, payable from City ad valorem taxes and net revenues of the waterworks and sewer system of the City, in the maximum aggregate principal amount of \$5,861,000, bearing interest at any rate or rates, not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council, and maturing over a period of years not to exceed forty (40) years from the date thereof, for the purpose of evidencing the indebtedness of the City for all or any part of the cost of construction of a new wastewater treatment and sewerage system to also include customer service facilities, land acquisition, rights-of-way, permits, professional services, and all appurtenances in connection therewith; and the cost of professional services incurred in connection therewith.

The public is further hereby notified as follows:

(a) As of the date of this notice the current principal balance of all outstanding debt obligations of the City is \$2,232,200.

(b) As of the date of this notice the combined principal and interest required to pay all outstanding debt obligations of the City on time and in full (which is based on the City's expectations related to the interest due on any variable rate debt of the City) is \$2,637,997.93.

(c) The maximum principal amount of Certificates of Obligation to be issued is \$5,861,000.

(d) The estimated combined principal and interest required to pay the Certificates of Obligation to be authorized on time and in full is \$13,418,688.

(e) The estimated interest rate for the Certificates of Obligation to be issued is 2.625% per annum. Such interest rate may vary based on market conditions but will not exceed the maximum legal interest rate.

(f) The maximum maturity date of the Certificates of Obligation to be authorized is 40 years from the date the Certificates of Obligation are issued.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY OF BRUCEVILLE-EDDY, TEXAS, this 5th day of January, 2023.

Mayor – Linda Owens
City of Bruceville-Eddy, Texas



1080 Industrial Blvd
Hewitt TX 76643
254-666-2592
866-666-2592
254-666-6044 (fax)

December 19, 2022

Re: *Equipment Maintenance Agreement*

Dear Customer:

Enclosed is the maintenance contract renewal for your Kyocera Taskalfa 3551ci copier. Once you have reviewed the Maintenance Agreement, please initial each page where applicable; sign and print your name along with your title and forward this Agreement back to us. Should you choose not to renew your contract please let me know and I will send you a Declining Maintenance Agreement Form to complete. Please note should you choose not to renew your contract we will go back and bill for any service rendered for labor, parts, travel, and toner provided after you contract expired.

Please feel free to call me if you have any questions.

We appreciate your business.

Sincerely,


Kathy Ruemke
Operations Manager



1080 Industrial
Hewitt TX 76643

Maintenance – Service Agreement

Phone 254-666-2592
Toll Free 866-666-2592
Fax 254-666-6044
Email: admin@officesystems2000.com

Equipment Coverage

- | | | | |
|--|---|--|----------------------------------|
| <input checked="" type="checkbox"/> Copier | <input checked="" type="checkbox"/> Drum Included | <input checked="" type="checkbox"/> Toner Included | <input type="checkbox"/> Mailing |
| <input type="checkbox"/> Printer | <input type="checkbox"/> Drum Included | <input type="checkbox"/> Toner Included | <input type="checkbox"/> Other |
| <input type="checkbox"/> Facsimile | <input type="checkbox"/> Drum Included | <input type="checkbox"/> Toner Included | |

Customer Name: City of Bruceville-Eddy City Hall

Address: 144 Wilcox Drive City: Eddy State: TX Zip: 76524

Phone: 254-859-5964 Fax: 254-859-5779 Email:

Equipment to be covered under this Agreement: (Attach additional list if applicable)

Code	Model	Serial	Term from	Term to	Beginning Meter	Type	Allowance	Rate	Over	Bill Cycle	Amount
KM	Kyocera Taskalfa 3551ci	L8H4201450	12/19/22	12/18/23	180877	B/W		\$.01	<input type="checkbox"/>	Quarter	\$ VARIES
Vendor			/ /	/ /	113694	Color		\$.055	<input type="checkbox"/>	Quarter	\$ VARIES
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$
Vendor			/ /	/ /		Type		\$	<input type="checkbox"/>	Frequency	\$

Total \$ VARIES

Special Notes:

This agreement will automatically renew. Cancellation by either party must be in writing.
All Equipment must have an approved surge protection installed at the time Equipment is delivered.
After the agreed upon operator training period, additional training may be billed at a per hour basis and is not considered a machine related issue.

Initials _____



Maintenance – Service Agreement

1. MAINTENANCE SERVICE: Office systems2000, inc. Agrees to provide to the customer, during Office Systems2000, Inc.'s normal business hours which are Monday through Friday, 8:00am to 5:00pm, except holidays, the maintenance service necessary to keep the equipment in, or restore the equipment to, good working order in accordance with Office Systems 2000, Inc.'s policies then in effect. The maintenance service includes maintenance based upon the specific needs of individual equipment, as determined by Office Systems 2000, inc., and unscheduled, on call remedial maintenance. For each unscheduled service call requested by the customer, Office Systems 2000, Inc. Shall have a reasonable time for which to respond.

Maintenance will include lubrication, adjustments, and replacement of maintenance parts deemed necessary by Office Systems 2000, Inc. Along with labor cost of such maintenance. Maintenance parts will be furnished on an exchange basis, and the replaced parts become the property of Office Systems 2000, Inc. Maintenance service provided under this Agreement does not assure uninterrupted operation of the Equipment.

If available, maintenance service requested and performed outside Office Systems 2000, Inc.'s normal business hours will be charged to the customer at Office Systems 2000, Inc.'s applicable time and material rates and terms then in effect, unless Office Systems 2000, Inc. and Customer have a written agreement providing after-hours maintenance service.

2. EXCLUSIONS to MAINTENACNCE SERVICE. Maintenance service provided by Office Systems 2000, Inc. under this Agreement does not include the following
 - a. Repair of damage or increase in service time caused by failure of the Customer to provide continually a suitable installation environment with all facilities prescribed by Office Systems 200, Inc., including but not limited to the failure to provide, or the failure of, adequate electrical power, electrical surges & spikes, improper electrical grounding, improper electrical outlet, etc, air-conditioning, or humidity control.
 - b. Repair of damage or increase in service time caused by: accident: disaster, which shall include but not be limited to fire, flood, water, wind, and lightning, transportation, neglect, terrorist acts; power transients: abuse or misuse, failure of the Customer to follow Office Systems 2000, Inc., or the manufacturers it represents, published operating instructions, and unauthorized modifications or repair of Equipment by persons other than authorized representatives of Office Systems 2000, inc.
 - c. Repair of damage or increase of service time caused by use of the Equipment for purposes other than those for which Equipment was designed
 - d. Replacement of parts which are consumed in normal Equipment operation, unless specifically included. Furnishing supplies or accessories, painting or refinishing the Equipment, performing services connected with relocation of Equipment or adding or removing accessories; attachments or other devices.
 - e. Service calls to connect copier and fax systems to Customer's networks after initial connectivity of machine at install or an agreed upon time soon after install. Maintenance Agreement does not include adding software to new workstations or network changes performed after the initial installation of the covered Equipment. These services will be performed on a per hour basis billable at the prevailing rate at time of service.
 - f. Repair of damage, replacement of parts, (due to other than normal wear) or service calls caused by use of incompatible supplies.
 - g. Complete unit replacement or refurbishment of the Equipment.
 - h. Electrical work external to the Equipment or maintenance of accessories, attachments, or other devices not furnished by Office Systems 2000, Inc.
 - i. Increase in service time caused by Customer denial of full and free access to the Equipment or denial of departure from Customer's site.
 - j. Software updates or charges associated with postal rate increases or carrier specific rate increases are not included with this Maintenance Agreement unless otherwise specified in writing and noted on this Agreement.
 - k. If Equipment is moved from the location where Equipment was originally delivered and set-up, any service calls associated with the repair of the Equipment after such move, will be billed at a per hour basis.

The foregoing items are excluded from Maintenance service, if performed by Office Systems 2000, Inc will be charged to the Customer at Office Systems 2000, Inc.'s applicable time and material rates and terms then in effect.

3. SERVICE WARRANTY AND LIMITATION OF LIABILITY. Office Systems 2000, Inc warrants to the Customer that the maintenance service provided herein will be performed in accordance with industry practices, and material and part furnished under this Agreement will be free of defects in material and workmanship at the time of installation. If any failure to meet the foregoing warranty appears and written notice thereof is provided to Office Systems 2000, Inc within the term of this agreement, Office Systems 2000, Inc. will correctly re-perform the services identified, or repair or replace the defective material or part provided. The foregoing service constitutes Customer's sole and exclusive remedy, THE FOREGOING WARRANTY IS IN LEAU OF ALL OTHER WARRANTIES AND OFFICE SYSEMS 2000, INC. MAKES NO ADDITIONAL WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, and ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OFFICE SYSTEMS 2000, INC. SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT OR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR ECONOMIC LOSS, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUE, OR LOSS OF EQUIPMENT USE, EVEN IF OFFICE SYSTEMS 2000, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS, OR FOR ANY CLAIM AGAINST CUSTOMER BY ANY OTHER PARTY.



Maintenance – Service Agreement

4. **INVOICING.** Charges for maintenance service hereunder will consist of a Basic Maintenance Charge, applicable zone charge, and if applicable, Meter Charge as stated in this Agreement. In addition, Customer shall be responsible for paying all shipping and handling charges for toner, even if this agreement is a toner inclusive contract as set forth on the Office Systems 2000, Inc. proposal or Order Agreement, in accordance with the terms stated in this Agreement. The Basic Maintenance charge may be invoiced in advance. The Meter Charge, (if applicable) or other maintenance charges will be invoiced periodically in arrears. The Basic Maintenance and Meter Charges for a partial month's service will be prorated on the basis of a thirty- (30) day month.
 - a. If Customer becomes delinquent in payment of the Maintenance Agreement, no maintenance or supplies will be delivered to the Customer until all outstanding costs are paid. All invoices are due upon receipt and are considered delinquent after thirty- (30) days.
 - b. In the event this Agreement lapses due to non-payment for a period of sixty-(60) days and the Customer wishes to enter into another Agreement with Office Systems 2000, Inc., the Agreement will not take place until the machine hereunder are in compliance with service specifications as mutually agreed upon by the parties.
 - c. If Customer terminates this Agreement before its expiration, Customer shall not be entitled to a refund of any amount paid under this Agreement.
 - d. If the covered machine is used regularly by more than one-(1) shift of personnel, the charges set forth herein shall increase by fifty-(50) percent for each additional shift regularly using the machine. In the event that said covered machine is used in a high volume environment, the term of said Maintenance Agreement may be adjusted to charge based on a cyclical count rather than calendar days.
5. **ACCESS.** Customer shall grant to Office Systems 2000, Inc. service personnel full and free access to the equipment to provide maintenance service and engineering changes thereon, subject only to the Customer's security regulations.
6. **ENGINEERING CHANGES.** Engineering changes determined applicable by Office Systems 2000, Inc. would be controlled and installed by Office Systems 2000, inc. on Equipment covered by this Agreement. Engineering changes which provide additional compatibility's to the Equipment covered herein will be made at the Customer's request at Office Systems 2000, Inc. applicable time and, material rates and terms then in effect.
7. **EQUIPMENT TRANSFER.** Any transfer of Equipment covered by this Agreement to a person other than the Customer listed herein, or to a location outside of Office systems 2000, Inc.'s normal servicing area will result in an adjustment of charges to the applicable rate for the new zone.
8. **ASSIGNMENT.** This Agreement shall be binding on and insure the benefits of the parties to it and there respective heirs, legal representatives, successors and assigns. Office Systems 2000, Inc. reserves the right to delegate its duties hereunder to one of more independent contractors. This Agreement shall not be assigned by Customer without prior written approval of Office Systems 2000, Inc., and any attempted assignment in violation of this provision shall be void.
9. **ALL MODIFICATIONS TO BE IN WRITTING.** No variations or modifications of this Agreement, weather by Customer's purchase order or otherwise, and no waiver of any of the Agreement's provisions or conditions shall be binding unless in writing and signed by duly authorized agents of Office Systems 2000, Inc. and Customer.
10. **WAIVER.** The waiver of any breach or default under this Agreement by either party shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver or any other breach or default. No claim or right arising out of a breach of this Agreement can be discharges in whole or in part by a waiver or renunciation of a claim or right unless the waiver or renunciation is in writing and signed by an officer of the aggrieved party.
11. **FORCE MEJEURE.** Office Systems 2000, Inc. shall not be responsible for failure to render service due to causes beyond its reasonable control.
12. **NOTICES.** Services of all notices under this Agreement shall be in writing and sent by first class mail, postage pre-paid, and addressed to the last known address of the party to be served therewith. Notices sent by certified mail, return receipt requested, shall be presumed to have been received.
13. **METER CHARGES.** Customer also agrees to pay the monthly meter charges listed herein for each copy made on copiers under this Agreement. The initial quarter following installation will include the first partial month (if applicable) and will be prorated. Customer shall provide meter readings, on a quarterly, basis. If Customer does not provide such meter readings on a timely basis, Office Systems 2000, Inc. has the right to bill Customer for, and receive payment from Customer based on, Office Systems 2000, and Inc.'s reasonable estimate of such readings. If toner is included under this Agreement, the agreed upon pricing only covers the supply of quantities of up to ten percent - (10%) over the standard yield for the specific type(s) of toner model(s); to the extent that Office Systems 2000, Inc. supplies toner in excess of this amount, Customer will pay Office Systems 2000, Inc. for excess toner according to Office Systems 2000, Inc.'s then current standard supply cost pricing.
14. **PER IMAGE CHARGES.** Per image charges are based on average page coverage. All Black and White image charges are based on 6% average page coverage. Color image charges are also based on 6% average page coverage. These percentages are based on 8.5x11 sheet of paper. You agree that Office Systems 2000, Inc. may proportionately increase or decrease your Per Image Charges at anytime should the average page coverage increase or decrease during the term of this Agreement. In addition, to the foregoing, Customer also agrees that each year during the



Maintenance – Service Agreement

term of this Agreement, Office Systems 2000, Inc. may increase both the Base per Image Charge and the Excess per Image Charge on an annual basis in the amount determined in Office Systems 2000, Inc. discretion, but not to exceed ten percent (10%) of the then existing payment and charge. Any such annual increases made by Office Systems 2000, Inc. will be effective as of the anniversary date of this Agreement.

- 15. CONSUMABLE SUPPLIES. All consumable supply items are excluded from this Agreement, (i.e. paper, staples, brushes, sponges, ink cartridges, labels, imaging units, etc.) unless specifically listed on the front of this Agreement. This Agreement does not include the installation of any consumables supplies. All consumable supplies used in the Equipment covered by this Agreement must be approved by the Equipment manufacturer. In the event unauthorized consumable supplies are used in the covered Equipment, this Agreement will become void. This Agreement does not hold Office Systems 2000, Inc. liable for the Customer’s expenses or loss of income while machines are out of operation. This Agreement does not include shipping and handling charges or hand delivery charges associated with delivery of supplies covered under this Agreement.
 - a. It is the Customer’s responsibility to maintain and adequate supply inventory. In most cases, when Agreement includes toner, Office Systems 2000, inc. expects that very Customer will maintain a shelf supply of one (1) toner cartridge with one additional cartridge installed in the covered Equipment. Supplies should be pre-ordered as needed and customer should allow 5-7 business days for order processing and delivery. If supplies are needed in an emergency situation, Customer may be billed for an additional delivery charge.
- 16. ENTIRE AGREEMENT This Agreement superceded and terminates any and all prior Agreements, if any, whether written or oral, and all communications between the parties with respect to the subject matter of the Agreement. The Customer agrees that it has not relied on any representation, warranty, or provisions not explicitly stated in this Agreement, that no oral statement has been made to it in any way tend to waive the terms or conditions of the Agreement, and it is a complete and exclusive statement of those terms. These terms and conditions shall prevail notwithstanding any prior additional or different terms and conditions of any purchase order or any other document submitted by Customer in respect to the services to be provided hereunder. Your signature confirms acceptance o f the terms and conditions. This Agreement will automatically renew annually unless either party gives a thirty- (30) day written notice to cancel Agreement.

OFFICE SYSTEMS 2000, INC.

CUSTOMER ACCEPTANCE

Kathy Ruemke
Signature of Authorized Representative

Signature of Authorized Representative

Kathy Ruemke

Printed Name

Printed Name

Operations Manager

Title

Title

12/19/2022

Date

Date

Initials _____

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

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.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business. Office Systems 2000, Inc dba Texas Office Systems, Hewitt, Texas, USA

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Bruceville Eddy

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.
CON 6154-05 Cost Per copy maintenance agreement for Kyocera Taskalfa 3551ci Copier s/n L8H4201450 - Service & toner for equipment

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<u>Office Systems 2000 dba Texas Office Systems</u>	<u>Hewitt, Tx, USA</u>	✓	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION
 My name is Cynthia Farmer, and my date of birth is 6/29/1964.
 My address is 1080 Industrial Blvd., Hewitt, Tx, 76643.
(street) (city) (state) (zip code) (country)

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

Executed in McLennan County, State of Texas, on the 30th day of December, 2022.
(month) (year)

Cynthia J. Farmer
 Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY